CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, MARCH 22, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL
David N. Torres, Mayor
Scarlet Peralta, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Salvador Melendez, Councilmember
Georgina Tamayo, Councilmember

CITY MANAGER
René Bobadilla

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
Director of Finance	Michael Solorza
Director of Human Resources	Nicholas Razo
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	James Enriquez
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	Adrianna Kendricks
Director of Public Affairs and Information Technology	Michael Chee

NOTICES

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

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

RULES OF DECORUM:
As established by Resolution No. 23-17, adopted on February 22, 2023: Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any speaker who becomes boisterous while addressing the Council or who otherwise disrupts the orderly conduct of the Council business shall be called to order by the Mayor. If the conduct continues, the Mayor may bar the speaker from speaking and/or attending the meeting. Any disruption of the meeting shall be addressed in a manner consistent with AB 1100. The sergeant-of-arms shall enforce the rules of decorum and remove and/or arrest any person upon the direction of the Presiding Officer, or upon his or her own discretion, as applicable.

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Significant exposure to litigation in one matter related to a claim presented by Infrastructure Engineering

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(4)
   Consideration of initiation of litigation in one case

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)

   a. Concerned Residents v. City of Montebello – Los Angeles Superior Court Case No. 23STCP00290
   b. Neighbors for Elections Now v. City of Montebello – Los Angeles Superior Court Case No. 23STCV01567

4. **CONFERENCE WITH LABOR NEGOTIATORS**
   Government Code Section 54957.6
   Agency Negotiators: René Bobadilla, Nicholas Razo
   Employee Groups: Various City employee groups, including but not limited to MPOA & MPMA

5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Government Code Section 54957(b)(1)
   Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

6. RECOGNITION DANIEL CASTILLO-LALYRE FOR OUTSTANDING PERFORMANCE IN THE LOS ANGELES COUNTY OFFICE OF EDUCATION ACADEMIC DECATHLON 2023

7. SGVCOG MONTEBELLO PROJECT UPDATE

8. MCAP QUARTERLY REPORT UPDATE

9. STATE OF POLICE SERVICES

10. WOMEN'S HISTORY MONTH

11. COVID-19 MEMORIAL DAY, MARCH 6, 2023

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)
At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

12. RECEIVE AND FILE THE FISCAL YEAR 2021-22 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fiscal Year 2021-22 Annual Comprehensive Financial Report (ACFR); and,
2. Take such additional, related action that may be desirable.

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

13. SECOND READING AND ADOPTION OF ORDINANCE NO. 2463 AMENDING SECTIONS 2.30.010 AND 2.30.130 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE CIVIL SERVICE COMMISSION AND CHAPTER 2.44 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE TRAFFIC AND SAFETY COMMISSION

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a second reading and adopt Ordinance No. 2463, with waiver of a full reading, to amend Sections 2.30.010 and 2.30.130 of the Montebello Municipal Code to reinstate the Civil Service Commission and Chapter 2.44 of the Montebello Municipal Code to reinstate the Traffic and Safety Commission; and
2. Take such additional, related, action that may be desirable.

14. NOTICE OF COMPLETION – ANNUAL CONCRETE REPAIR PROGRAM CDBG PROJECT (FY 2020-21), CP NO. 885

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Annual Concrete Repair Program, Community Development Bock Grant (CDBG) Project (CP No. 885), as completed by CT&T Concrete Paving Inc.; and
2. Approve recommended “Changes in Work” for the project (Attachment A) in the amount of $193,069; with the final contract amount with CT&T Concrete Paving, Inc. of $373,320; and
3. Approve the Final Total Project Budget and Expenditures including change orders (Attachment B); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion with Los Angeles County Registrar-Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment of $18,666 due to CT&T Concrete Paving Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

15. TOLA STREET PREFERENTIAL PARKING DISTRICT – SET PUBLIC HEARING DATE

RECOMMENDATION: It is recommended that the City Council:

1. Set the Public Hearing Date for the City Council meeting on April 10, 2023 to consider the designation of a Preferential Parking District; and
2. Take such additional, related action that may be desirable.

16. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-9) FOR AN ENVIRONMENTAL ENGINEER TO CONDUCT A COMPREHENSIVE REVIEW OF THE BROWNFIELD AREA/CHAPIN ROAD LANDFILL AND PERFORM ADDITIONAL ANALYSIS AS NEEDED

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Request for Proposals ("RFP") and authorize solicitation of proposals for a qualified Environmental Engineer or firm to conduct a comprehensive review of the Brownfield Area/Chapin Road Landfill and perform additional analysis as needed; and
2. Take such additional, related action that may be desirable.

17. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4079 FOR PARKS AND RECREATION GUIDE PRODUCTION (RFP NO. 23-5) TO MCGREGOR SHOTT, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4079 to McGregor Shott, Inc. in an amount not-to-exceed Thirty Thousand Dollars ($30,000) annually for Parks and Recreation Guide production; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

18. APPROVE A PROFESSIONAL SERVICES AGREEMENT, NO. 4080, WITH R&S OVERHEAD DOORS OF COMMERCE, INC., FOR PREVENTATIVE MAINTENANCE AND DOOR REPAIR SERVICES AT THE TRANSPORTATION FACILITY

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement, No. 4080, with R&S Overhead Doors of Commerce, Inc. (R&S Overhead Doors), for a three-year (3) term, for a total not-to-exceed amount of Eighty-Five Thousand, Two Hundred and Seventy-Three Dollars ($85,273), for preventative maintenance and door repair services at the City of Montebello Transportation Facility; and
2. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

19. ADOPT RESOLUTION NO. 23-22 AUTHORIZING THE CITY OF MONTEBELLO TO APPLY TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FUNDING TO PURCHASE ZERO-EMISSION BUSES UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-22 authorizing the City of Montebello to apply to the Federal Transit Administration (FTA) for funding to purchase zero-emission buses under the Low or No Emission Grant Program (Low-No Program), in the amount of $6,925,000; and
2. Authorize the City of Montebello to apply to the FTA for funding to purchase zero-emission buses under the Grants for Buses and Bus Facilities Program (Bus and Bus Facilities Program); in the amount of $6,925,000; and
3. Take such additional, related action that may be desirable.

20. APPROVAL OF STATE HOMELAND SECURITY PROGRAM (SHSP) FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Homeland Security, State Homeland Security Program (SHSP) through Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES), in the amount of $57,000; and
2. Authorize the City Manager to execute the subrecipient agreement; and
3. Amend the Fiscal Year 2022-23 budget and increase appropriations by $57,000 in Account No. 265-8016-2021-6010.10 (Grants, SHSP, FY 2020-21, Machinery & Equipment [expenditures]), and $57,000 in Account No. 265-99-4198.12 (Grants, Misceaneous Grants - SHSP [revenue]); and
4. Take such additional, related action that may be desirable.

21. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 22, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-23 approving the Warrant Register dated March 22, 2023.

22. APPROVAL OF MINUTES: JANUARY 11, 2023 CITY COUNCIL, PUBLIC FINANCING AUTHORITY, AND SUCCESSOR AGENCY JOINT REGULAR MEETING; JANUARY 18, 2023 SPECIAL CITY COUNCIL MEETING; JANUARY 25, 2023 SPECIAL CITY COUNCIL MEETING; AND JANUARY 25, 2023 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT REGULAR MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as written.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government

Code Section 53232.3(d).

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on April 10, 2023 at 6:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, March 19, 2023 no later than 6:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

EXIHIBIT - CITY OF MONTEBELLO FORECASTED CITY COUNCIL AGENDA
*Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted City Council Agenda**

ITEM # 12

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: **RECEIVE AND FILE THE FISCAL YEAR 2021-22 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2021-22 Annual Comprehensive Financial Report (ACFR); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The action of receiving and filing the ACFR for the period ending June 30, 2022 does not have a fiscal impact.

BACKGROUND/DISCUSSION:

Each year the City produces an Annual Comprehensive Financial Report (ACFR) that presents audited financial results as of June 30 of the prior fiscal year. Staff is presenting the ACFR for the fiscal year ended June 30, 2022. The City engages a third-party audit firm (PUN Group) to review all financial transactions, produce various statements, ensure compliance with Governmental Accounting Standards Board (GASB) statements, assist staff in compiling the ACFR document, sample transactions, review internal controls, and provide an opinion on the accuracy and validity of the financial statements.

The auditors have provided an “un-qualified” opinion for the Fiscal Year 2021-22 report. In other words, this is a “clean” audit with no significant findings that would cause the auditors to render a “qualified” opinion:

> *"In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."*

The ACFR is a document that tells "what happened" in the prior fiscal year, as opposed to a budget which is a plan for the upcoming fiscal year. There are statements, notes and financial schedules of required information that provide the reader a comprehensive view of revenues, expenses, assets, liabilities, cash and investments, debt, pension liabilities, and other financial data across the entire organization. There are also statistical tables which present a more complete (non-financial) picture of Montebello.

The Transmittal Letter (Attachment A) and Management Discussion and Analysis (MD&A) (Attachment B) provide extensive detail and discussion of the financial statements and are included in the final published ACFR document. They are included as attachments to this report for review and detail and to ensure the public has access to these summaries by promoting financial transparency. The extensive Notes section included in the ACFR is useful in providing a more complete explanation of the various financial aspects of the City, adding descriptions and explanations to the myriad schedules and tables. The ACFR in its entirety can be found on the City's website: www.montebelloca.gov.

This agenda report provides a summary of the document and does not replace a thorough review and understanding of the entire ACFR.

ENVIRONMENTAL:

N/A

ANALYSIS:

The ACFR presents information by type of fund, with the two most significant "buckets" being Governmental Activities and Business-type Activities. Governmental Activities includes not just the General Fund, but special funds such as Gas Tax, Proposition A, Proposition C, Housing Successor Agency, Retirement Fund, and the various (non-Transit) Grant Funds. Business-type Activities includes Transit, Golf Course, Water, Hilton Garden Inn and the Home2Suites.

Included in the financial statements for both Governmental and Business-type funds is not only revenue and expenditures, but liabilities related to bond debt, pension and retiree medical liabilities, assets such as land, buildings and equipment, and other useful information designed to give the reader a clear picture of the City's overall financial condition. The following pages provide a discussion of major items found in the complete

ACFR document (which can be found in its entirety on the City's website: www.montebelloca.gov).

Government-wide Overview

Overall, across the entire organization, total revenues (Governmental and Business-type combined) for FY 2021-22 were $163.4 million, compared to $136.4 million in FY 2020-21, a 19.77% increase year-over-year. The largest dollar increases to revenue were in the "Sales Tax," "Charges for Services," "Capital Grants" and "Operating Grants" categories.

The largest City-wide revenues came from four sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at $43.6 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M, as well as asset forfeiture funds contributed from the Justice Department and US Treasury) at $43.3 million, property taxes at $21.1 million, and sales taxes at $25.4 million. Property taxes includes the property taxes derived from the 1946 voter approved initiative to provide restricted revenue to pay for the retirement benefit costs of City employees, which is recorded in a separate fund from the General Fund.

Total Citywide expenses before transfers were $124.1 million, a decrease of approximately $2.7 million compared to the preceding fiscal year. Total citywide expenses decreased across several program areas: Public Safety ($22.9 million) and Transit ($13.9 million); offset by increases to Public Works ($13.3 million) and Parks and Recreation ($4.0 million). The cost of serving residents for the year (across Governmental and Business-type Activities) includes: $31.8 million for Public Safety (Police and Fire), $16.1 million for Public Works), $29.3 million for Transit (Montebello Bus Lines), $13.9 million in General Government, and $5.4 million for Parks, Recreation and Culture.

Business-Type Activities

The City's Transit operation (Montebello Bus Lines) is the largest component of the Business-type Activities group. In addition, there are the Golf Course, Water, Hilton Garden Inn and Home2Suites operations recorded in "Business-type Activities".

The Transit System reported operating revenues of $28.539 million, a $3.930 million increase (15.97%) when compared to FY 2020-21. Charges for Services were up $731 thousand, primarily due to the return to normal bus operations as pandemic restrictions were lifted. There were also increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2021-22 were $27.846 million, a $13.873 million decrease from the prior fiscal year. The $13.761 million decrease in Salaries and Benefits year over year was responsible for the total decrease in expenses. Net position (i.e., assets net of liabilities) increased by $15.202 million.

The City's Golf Course operating revenue was essentially unchanged year over year: $2.945 million as of June 30, 2022 vs. $2.967 million the prior year. Operating expenses increased by $167 thousand. As a result, the Golf fund ended the fiscal year with a net income before transfers in of $210 thousand.

The Hilton Garden Inn reflected operating net income of $540 thousand, a vast improvement over the net loss of $1.023 million in the pandemic impacted FY 2020-21. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased $3.285 million, and operating expenses increased by $1.722 million. Total change in net position was a positive $271 thousand.

The Montebello Home2Suites reflected operating net income of $4.596 million, an increase from FY 2020-21 of $1.850 million -- which was impacted due to the pandemic. Operating revenue was $12.050 million, a significant increase over FY 2020-21 revenue of $8.358 million. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by $2.280 million.

Governmental Activities

Governmental Activities includes the General Fund, as well as myriad special funds that record activity related to road repair and maintenance (Gas Tax, SB1/RMRA, Local REturn Funds such as Proposition C, Measure M, etc.); assistance to low- and moderate-income households (CDBG, HOME), retirement expenses (Retirement Fund), debt service, public safety (Asset Forfeiture), and numerous public works, public safety and related grant activities.

Total governmental activities revenues increased by $11.931 million (14.20%). This is mainly due to increases in three revenue categories: Charges for Services ($4.013 million), Operating Grants ($6.043 million) and Sales Taxes ($3.109 million).

Sales tax revenues were the largest portion of total governmental activities revenues (26.45%). Sales tax revenues increased by $3.109 million, to $25.379 million as of June 30, 2022. Property tax revenues were the second largest revenue source for governmental activities (22.03%). This includes the 1946 voter-approved retirement portion of property tax (e.g., property tax override). Property tax revenues decreased slightly by $280 thousand (-1.31%). Charges for services were the third largest source of revenue for governmental activities (19.19%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately $4.103 million, or 27.87%.

The cost of providing all governmental activities in 2022 was $75.829 million, an increase in expenses of $7.873 million (11.59%) when compared to June 30, 2021. There were increases and decreases to different categories, causing the overall net increase. General Government and Public Works increased $11.496 million and $13.329 million respectively, offsetting a decrease of $22.975 million in Public Safety.

The General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community

services programming, etc. As of June 30, 2022, the General Fund realized an increase in fund balance of $7.131 million, to a total of $14.7 million. Fund Balance is now 22.0% of Operating Revenues.

The key factors positively impacting fund balance of the General Fund for FY 2021-22 are as follows:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by $10.790 million (19.23%) from the prior year, which is primarily due to the overall increase in sales tax ($3.109 million), Licenses and Permits ($2.037 million) and Intergovernmental ($5.215 million). The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the recently enacted (March 2020) Measure H Transaction and Use Tax revenue stream. The increase to Intergovernmental revenue is from the recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).
- General Fund expenditures decreased year-over-year by $3.406 million. There were year-over-year savings in some areas (i.e., General Government, Public Works, Public Safety) which offset increases in Parks and Recreation and Housing and Community Development. Capital related expenses in the General Fund were also less in FY 2021-22 when compared to the prior year.

Economic Overview

The financial statements and commentary found in the prior two ACFR's have been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2022, these impacts have lessened and there appears to be a return to "pre-pandemic" economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance. Also, the City's two hotels are performing well, seeing occupancy rates at or near levels last seen in 2019.

For most of FY 2021-22, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion has been predictions of if and or when a recession would hit the U.S. economy.

A recent Deloitte Insights economic update stated "Is a recession on the horizon? That's been a key question for the US economy for the past six months. So far, its safe to say that the recession is mostly in people's minds." This statement is based on actual economic activity – as measured by job gains, industrial production and retail sales – remaining strong and indicating growth. External forces and pressures such as the war in Ukraine or market problems in China do not impact the United States as much as other nations. While these major issues undoubtedly impact millions around the world, the US economy is not as exposed to these problems as some analysts assume.

The Deloitte Insights analysis goes on to say the real case for recession involves the Federal Reserve's actions to slow the economy. Many analysts see the increase in the Fed funds rate leading to a recession. However, comparing current Fed funds rate increases to those of the early 1980's, the rate of increase has been slower. And while the increase to the Fed funds rate in the early 1980's did lead to recessions, "it took a lot more tightening than we've seen so far this time around." Moreover, the case can be made that the US economy may be less sensitive to interest rates than in prior years.

Regardless of these impact's overall effect on the economy, many analysts see a recession in 2023 as more than likely. The key question is how deep and prolonged such a recession could be. Given the impact consumers have on the economy – nationally, regionally and most importantly locally – it is prudent to focus on retail activity as an indicator of both short and long-term economic growth. Consumer spending could return to pre-pandemic patterns: less on durable goods and more on services. One forecast shows durable goods spending levelling off in 2023 and beyond, with a steady increase in services spending, that could surpass spending on non-durables.

These forecasts still show a steady increase in spending in these areas, even if the pandemic trend of spending in durables levels off. The key point is that consumers will continue to spend at levels above those seen pre-pandemic. That is important to Montebello, since 36.6% of General Fund revenue comes from sales tax. So long as retail activity remains robust – even as inflation continues to be elevated – the City can count on healthy sales tax revenue. It should be noted that out-year sales tax projections are tempered, indicating growth rates under two percent (2.0%) for the next three to five years.

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax base. Looking ahead, there is much to be excited about in Montebello in this area, with several projects underway in FY 2022-23 that will contribute to the City's long-term economic health and viability. The issuance of $15.140 million in lease revenue bonds in September, 2022 will usher in a new era for the City's public golf course. These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project will be funded with the $55.4 million in lease revenue bonds issued in December, 2022. In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service. The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property. In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed n February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow-up repot noted this recommendation and continued to support the sale. The $15.8 million in proceeds the City received will help boost its General Fund reserves in FY 2022-23.

As noted in the preceding pages, the General Fund reserves increased to $14.716 million as of June 30, 2022. The proceeds from the sale of the water system will more than double these reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies (first adopted in June, 2020).

In FY 2021-22, the City began much needed work to upgrade its information technology infrastructure. This project will be funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total $16.59 million in CSLFRF revenue received by Montebello has been categorized as “revenue loss,” as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents’ lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2021-22 are the following:

- Issuance of $15.140 million in bonds to fully renovate and rejuvenate the City’s public golf course
- Issuing bonds to construct a Topgolf on 15 acres of the City’s public golf course
- Substantial completion of “Paving the Way” projects that improved residential street and road conditions
- Major repairs to the City’s aging sewer system
- Expansion of the Montebello Community Assistance Program (MCAP), aimed at helping the City’s unhoused population
- Approval of a Housing Element by the State’s Housing and Community Development Department, making Montebello only the second city in Los Angeles County to have a current approved plan
- Significant progress on the City’s General Plan update, the first in almost fifty years
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines

- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's ability to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

SUMMARY:

Recieve and file the ACFR and related presentation.

ATTACHMENT(S)

1. Attachment A - Transmittal Letter, 03_22_2023
2. Attachment B - MD and A, 03_22_2023
3. Attachment C - Montebello Annual Comprehensive Financial Report, 2022

NEXT STEPS:

N/A

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

March 2, 2023

Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report (ACFR) of the City of Montebello for the fiscal year ended June 30, 2022 is submitted as prepared by the City's Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City's financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The ACFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section.** The Management Discussion and Analysis (MD&A) is the most useful for readers of the ACFR to find a general overview of the City's financial condition at year-end, providing highlights of significant changes or key events impacting year-end financial results.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activities.

The City prepared the ACFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor's opinion is included in the financial section of this report.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied, with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the ACFR being done on a major vs. other funds basis. All funds have their appropriations approved by the governing body

(i.e., City Council) through the annual budget development process. In addition to the General Fund, other governmental and enterprise funds are utilized to record financial activity. Each fund is appropriated annually, and includes the General Fund, Proposition A, Proposition C, Measure M, Measure R, HOME, Community Development Block Grant (CDBG), Gas Tax, Grants (non-Transit), Asset Forfeiture, Grants (Transit), Debt Service, Retirement, Asset Forfeiture, etc. Revenue and expenditures are appropriated through the budget process, with the FY 2021-22 budget (all funds) adopted at a regular City Council meeting in June 2021, and amended as needed throughout the fiscal year.

The City of Montebello provides a full range of municipal services including police and fire protection, street maintenance, transit (Montebello Bus Lines) planning and community development, parks and recreation services, financial planning, treasury management, information technology, human resources, engineering and general administration.

Montebello also operates several enterprise funds, which include a municipal golf course, a transportation system (Montebello Bus Lines), and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable. It should be noted that the City will be finalizing the sale of its water system in the subsequent fiscal year (FY 2022-23). Subsequent financial reports and ACFRs will include appropriate updates once the sale is completed.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.

- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.

- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures and policies, and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council as incorporated in the budget adoption resolution. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are included in the annual approved budget. The City's adopted budget document includes detailed information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object level accounting as actual expenditures are compared to appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the Annual Budget Resolution and the Municipal Code. The City's Capital Improvement Program (CIP) is adopted at the same time as the operational budget and includes various street and infrastructure improvement projects. Any action to increase total appropriations requires approval by a majority vote of the City Council.

IMPROVEMENTS TO INTERNAL CONTROLS

The City responded positively and decisively to the 2021 State Auditor's update report (published in October 2021, Report #2021-807). The 2021 audit report was a follow up to the 2018 report and was mandated by State Government Code to be completed. Both audit reports – published by the State Auditors "High Risk Agency" group – provided numerous recommendations for improving different areas of management and internal controls. The 2021 update report focused primarily on the City's purchasing and procurement processes and made recommendations for improvements.

Over the span of the last five years – dating back to the initial 2018 audit report – the City has put into place numerous new procedures and policies directly aimed at responding to the audit reports' recommendations. The City's municipal code chapters dealing with purchasing and procurement were updated in March 2019 and again in February 2022 – utilizing best practice language found in neighboring cities' municipal code and aimed at improving and professionalizing Montebello's procurement practices. In addition, citywide purchasing training has been conducted on numerous occasions since 2019. Several new administrative policies were developed that addressed the areas of weakness identified by the State Auditor (i.e., petty cash, credit cards, hotel financial reporting, etc.), while other existing policies were updated to incorporate recommendations from the audit reports.

As required, management provides status reports to the City Council at regular meetings, which are then forwarded to the State Auditor to show the City's progress towards meeting the audit report recommendations. These "corrective action plans" serve as the primary method the City

uses to communicate progress to the State Auditor. As of May 2022, the State Auditor has indicated satisfaction of the majority of recommendations included in the 2021 report.

Staff continues to focus on the remaining four recommendations outstanding and anticipates meeting the State Auditor's threshold for satisfying all remaining recommendations by the end of FY 2022-23. The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability, as well as putting into place internal controls that ensure public funds are managed and spent wisely.

ADOPTION OF FORMAL RESERVE POLICIES

Besides improvements to internal controls – through the publication and operationalization of updated policies – the City is demonstrating its commitment to fiscal sustainability by the adoption of General Fund reserve policies. The City Council first adopted comprehensive reserve policies in June 2020, as part of the City's operating and capital budget. These policies are incorporated into the adopted budget document and are presented annually for review and approval by the City Council, which has been done since 2020.

Having such written policies in place indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance
- Insurance – Risk Management
- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated as a percentage of prior year operating revenues. The policy, per GASB 54, makes "commitments" or "assignments," and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts.

Since adoption, the City's General Fund reserve balance has not been sufficient to operationalize the reserve policies. However, as was seen with the financial results as of June 30, 2022, fund balance continues to grow. Ending fund balance in the General Fund was $14.716 million, a $7.131 million increase from the prior year. Comprising 22.0% of operating revenues, the fund balance is nearly at a level for the reserve policy categories to be in operation. Based on current forecasts, Staff anticipates making the GASB 54 commitments and assignments as of June 30, 2023.

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City of Montebello was incorporated on October 16, 1920 and is progressing positively into its second century of existence. The City is a general law city and functions under the City Council-Manager form of government. The City is governed by a legislative body of five City Councilmembers elected by district (as of November 2022) and serving staggered, four-year terms, with the Mayor and Mayor Pro-Teem selected by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

Montebello is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana 5 Freeway to the south, the Pomona 60 Freeway to the north, and the San Gabriel River 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with industrial, residential, and commercial areas.

Fiscal Year 2021-22 continued to be driven by the impacts of the coronavirus pandemic and the social and economic effects related to the public response to containing the virus' spread – albeit a more positive trend as restrictions eased or ended and life (social and economic) began to return to pre-pandemic patterns. The local Montebello economy proved itself resilient, as sales tax showed strong growth, and the City's two hotels' occupancy rates returned to pre-pandemic levels.

Early in the pandemic (Spring and Summer, 2020), various State and County stay at home orders – implemented to "flatten the curve" and protect the public – negatively impacted sales tax generating retail operations throughout the City for FY 2019-20 and into FY 2020-21. With sales tax comprising thirty-eight percent of General Fund revenue (FY 2021-22 adopted budget), any impacts – positive or negative – directly impact the organization as a whole and its ability to fund operations. Actual sales tax (all sources) for FY 2021-22 was $25.379 million, versus a budget of $20.765 million. The FY 2021-22 results compare positively to the prior year, with sales tax up $3.109 million year-over-year.

In addition to general retail activity performing better than originally forecast, the City benefitted from the 2020 voter approved additional ¾ cent transaction and use tax. Measure H was approved by over 60% of Montebello voters in the March 2020 special election. The revenue from this additional transaction and use tax began flowing to City coffers July 1, 2020. Another sales tax category that continues to perform well is the "county pool" share Montebello receives. Consumer habits changed during the pandemic, with retail activity moving more to on-line purchases. This retail behavior – coupled with the positive impacts of State law requiring remittance of sales tax by online retailers – made the "county pool" share of sales tax the fastest growing segment of the 1% Bradley-Burns sales tax revenue stream.

The second largest share of General Fund revenue is property tax, comprising twenty-six percent of revenue (measured by FY 2021-22 adopted budget). Property tax saw a slight increase of

$480 thousand compared to FY 2020-21. Assessed value continues to grow, with net taxable value of all property in Montebello at $7.055 billion for FY 2021-22, a 5.1% increase from the previous year. (Net taxable value increased another 5.0% for FY 2022-23, to $7.405 billion.)

The median home value for a detached single family residential property in Montebello for the second quarter of 2022 was $774,000, a 19.1% increase from the same quarter in the previous year. Since the start of calendar year 2017 through the end of 2022, median home values in Montebello have averaged a 7.4% annual increase (from $525,000 to $750,000).

Recent interest rate hikes – driven by the Federal Reserve's push to combat inflation – has dampened the housing market as mortgage lending rates increase along with the Fed funds rate. Total full value sales for the fourth quarter of 2022 dropped when compared to the same quarter of 2021. While activity appears to be falling, median price remains elevated, off slightly from the second quarter 2022 high of $774,000, to $750,000 in the fourth quarter of 2022.

In FY 2021-22 the City recognized over six million dollars of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The recognition of this revenue lead to an overall increase of $5.215 million in Intergovernmental General Fund revenue (when compared to FY 2020-21). The City utilized the "revenue loss" category contained in ARPA, and detailed in US Treasury Interim Final and Final Rules published in May 2021 and January 2022. Montebello received $16.59 million in CSLFRF revenue between May 2021 and May 2022.

Based on the revenue loss calculation outlined in the Interim Final and Final Rules, the City has chosen to utilize the entire CSLFRF award as "revenue loss." The CSLFRF revenue is allowing the City to improve its technology security, network and storage backbone, invest in its aging sewer system, purchase public safety and public works vehicles, and fund other capital infrastructure investments that have been deferred for decades.

License and Permit revenue realized a $2.037 million gain year-over-year. This increase can be attributed to two primary reasons: an improved economy that has property owners pulling building and associated permits for repairs and upgrades; and the residential construction related to Metro Heights. This new development, which will realize approximately 1,200 residential units once completed, has contributed substantial license and permit revenue to the General Fund over the last two fiscal years. While this revenue is "one-time" in nature – it will cease once the units are completed – it nonetheless helps the General Fund revenue bottom line. As the residential units are completed, they will be added to the property tax rolls, further increasing the City's assessed value and contributing additional property tax revenue to the General Fund.

On the expense side of the ledger, total expenditures were $3.405 million less in FY 2021-22 when compared to FY 2020-21. There were puts and takes among all expenditure categories. The largest decrease was in Capital Outlay, with FY 2021-22 expenditures of $2.074 million compared to $9.014 million the prior year. The single largest change in Capital Outlay was the completion of a citywide energy efficiency project in FY 2020-21, with no associated expenditures in the current fiscal year. There were also several vehicle purchases completed in FY 2021-22,

as well as real estate purchases (acquisitions) which did not have similar expenditures in FY 2021-22.

Public Safety (Fire and Police) saw a $614 thousand increase in expenditures, to $33.256 million. The majority of these expenditures are personnel related, providing for the City's police officers and firefighters and associated staffing levels. In addition, there are supplies, equipment and vehicle expenses: new patrol vehicles, turnouts, hoses, ladders, medical supplies, dispatch software, radio/dispatch fees, etc. that are utilized when providing emergency response to the community.

The $827 thousand decrease General Government expenditures is primarily from a drop in pandemic related expenses. In FY 2020-21, the City spent $407 thousand on various contracts related to the pandemic – additional cleaning and janitorial services, COVID-19 testing, etc. This amount dropped to $23 thousand in FY 2021-22. There was a reduction of $349 thousand in janitorial, medical and related supplies and equipment that were necessary to respond to the Coronavirus threats in prior fiscal years, and to improve employee health and safety. As the COVID-19 threat diminishes, so does the need for specialty supplies, services and equipment necessary to mitigate the Coronavirus impacts.

Parks and Recreation saw a year-over-year increase of $351 thousand. The majority of this increase was from increased part-time wages. The increase to the State's minimum wage, combined with additional and expanded community special events drove costs up in this expenditure area. Along with the expanded offering of special events, overall supplies expenditures increased from the prior year as well.

Moreover, as of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued $15.140 million in Lease Revenue Bonds, Series 2022A, which will be used to refurbish and reconstruct the City's public golf course. The outlook for all ratings is "stable." It should note that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides by improving its financial standing and overall operations in recent years, and this progress continued in Fiscal Year 2021-22. In addition to improvements in internal controls, responding to the State Auditor findings, adopting a General Fund budget with a surplus for the third year in a row, extinguishing existing unfunded liability, some of the many positive accomplishments this past year include:

- Issuance of $15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Providing conduit financing to construct a Topgolf on 15 acres of the City's public golf course, with guarantees for Topgolf to pay the annual debt service

- Substantial completion of "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system
- Expansion of the Montebello Community Assistance Program (MCAP), aimed at helping the City's unhoused population
- Approval of a Housing Element by the State's Housing and Community Development Department (HCD), making Montebello only the second city in Los Angeles County to have a current approved plan
- Significant progress on the City's General Plan update, the first in over forty years
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the second time in the history of the City (with the FY 2022-23 budget receiving this award as well)

These and other accomplishments have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

ACKNOWLEDGEMENTS

The preparation of the City's Annual Comprehensive Financial Report could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the lead Accountant in this endeavor, Van Dao for her commitment to ensuring the ACFR was completed accurately and on-time. The City's independent auditor – The Pun Group – provided invaluable assistance and expert advice in completing the ACFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,

Michael Solorza
Director of Finance

The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2022. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues *(governmental activities).* The governmental activities of the City include general government (i.e., administration, finance, human resources, elected officials, etc.) public safety, public works, parks and recreation, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regard to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities: Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities.*

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for all of its individual funds, including the major funds as listed above. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise** funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of water, golf course, transit system, Montebello Hilton and Home2suites Hotels.

- **Internal service** funds are used to report activities that provide internal services for the City. The City uses internal service funds to account for workers' compensation and general liability. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately following the Required Supplementary Information.

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds – can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2022, the City's total net position was approximately $30.484 million dollars, an increase (improvement) of $39.035 million compared to the negative $8.551 million as of June 30, 2021. The City's unrestricted net position, at a negative $142.496 million, improved (decreased) by $44.225 million dollars over the prior fiscal year.

- Total revenues from all sources were $164.093 million while total expenses were $125.058 million. Of the total revenues, program revenues totaled $120.201 million while general revenues totaled $43.892 million, net of transfers.

- The City's General Fund revenue and other financing sources exceeded expenses by $7.131 million in the Fiscal Year 2021-22. The General Fund unassigned fund balance was $9.844 million at the end of the fiscal year, an increase of $4.969 million from FY 2020-21. Total fund balance as of June 30, 2022, was $14.716 million, up from $7.585 million the prior year.

- General Fund total revenues, including transfers in and proceeds from the sale of assets as June 30, 2022, was $70.585 million, $11.698 million higher than budget. This is due to an overall increase in sales and property tax revenues, as well as the recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

- The General Fund expenditures as of June 30, 2022, including transfers out, were $2.790 million under budget primarily due to lower-than-expected Public Safety, Public Works, Housing and Community Development and Capital Outlay expenses.

- The Transit enterprise fund ended Fiscal Year 2021-22 with a total net position of $28.663 million, a $15.202 million increase from the prior fiscal year.

- The City's Hilton Garden Inn ended the fiscal year with $540 thousand in operating income (surplus), which increased total net position by $271 thousand – to negative $84 thousand from $355 thousand the prior fiscal year.

- The Home2Suites ended the fiscal year with $4.595 million in operating income (surplus), increasing net position by $2.280 million – improving total net position to negative $1.724 million from negative $4.005 million the prior year.

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

The table below is the "Statement of Net Position," and provides net position information broken out by Governmental and Business-type activities, with totals and a comparison to amounts as of June 30, 2022:

City of Montebello
Statement of Net Position
June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Restated)	2022	2021	2022	2021 (As Restated)
Assets:						
Current and other assets	$ 155,801	$ 95,492	$ 54,607	$ 32,885	$ 210,408	$ 128,377
Capital assets	104,617	102,330	106,337	103,686	210,954	206,016
Total assets	260,418	197,822	160,944	136,571	421,362	334,393
Deferred outflows of resources	11,718	12,854	2,347	3,528	14,065	16,382
Liabilities:						
Long-term liabilities	208,001	205,816	114,154	117,940	322,155	323,756
Other liabilities	22,239	21,074	6,041	8,960	28,280	30,034
Total liabilities	230,240	226,890	120,195	126,900	350,435	353,790
Deferred inflows of resources	41,115	3,801	13,393	1,735	54,508	5,536
Net Position:						
Net investment in capital assets	79,728	76,851	34,949	30,182	114,677	107,033
Restricted	45,666	59,934	12,637	11,203	58,303	71,137
Unrestricted	(124,613)	(156,800)	(17,883)	(29,921)	(142,496)	(186,721)
Total net position	$ 781	$ (20,015)	$ 29,703	$ 11,464	$ 30,484	$ (8,551)

As mentioned in the "Financial Highlights" section above, the City's total net position was $30.484 million as of June 30, 2022, an increase (improvement) of $39.035 million compared to the negative net position of $8.551 million in FY 2020-21. Included in the City's net position is $114.677 million net investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure, improvements other than buildings, and construction in progress); less any related debt used to acquire those assets that remain outstanding. Capital assets, net of accumulated depreciation, increased by $4.939 million, while current and other assets increased $82.031 million.

The City uses capital assets to provide services to residents and the community at large; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties.

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2022, are as follows:

- Governmental Activities total revenues before transfers exceeded total expenses by $20.803 million, including transfers of negative $7 thousand, the total positive change to net position was $20.796 million.

- Business-type Activities total revenues before transfers exceeded total expenses by $18.232 million, with the change in net position after transfers a positive $18.239 million.

- Total Citywide expenses before transfers were $125.058 million, a decrease of approximately $2.704 million (-2.12%) compared to the preceding fiscal year.

- Total Citywide revenues before transfers were $164.094 million, an increase of $27.664 million (20.28%) compared to June 30, 2021.

- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately $120.201 million, which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately $43.892 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.).

- The overall increase of 20.36% in total revenues ($27.766 million) for the City was primarily due to increases in sales tax ($3.109 million), Charges for Services ($11.811 million), Capital Grants ($5.032 million) and Operating Grants ($9.152 million).

- The largest City-wide revenues came from four sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at $43.575 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M, as well as asset forfeiture funds contributed from the Justice Department and US Treasury) at $43.327 million, property taxes at $6.565 million, and sales taxes at $25.379 million. Property taxes exclude the property taxes derived from the 1946 voter approved initiative to provide restricted revenue to pay for the retirement benefit costs of City employees, which is recorded in a separate fund from the General Fund.

- Revenue from charges for services increased by $11.811 million (37.18%), property tax increased by $89 thousand (1.37%), sales taxes increased by $3.109 million (13.96%) and Operating grants and contributions increased 24.59% ($6.363 million).

- Total citywide expenses decreased by $2.703 million, the net impact of decreases in Public Safety ($22.975 million) and Transit ($13.998 million); offset by increases to Public Works ($13.329) million and Parks and Recreation ($4.035 million).

- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: $31.790 million for public safety (police and fire); $16.052 million for public works; $29.280 million for transit (Montebello Bus Lines); $13.983 million in general government; and $5.407 million for parks, recreation and culture.

The "Summary of Changes in Net Position" table below provides additional detail on changes to revenues, expenses and net position for the years ending June 30, 2021, and 2022.

City of Montebello
Summary of Changes in Net Position
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Reclassified)	2022	2021	2022	2021 (As Reclassified)
Revenues						
Program revenues:						
Charges for services	$ 18,412	$ 14,399	$ 25,163	$ 17,365	$ 43,575	$ 31,764
Operating grants and contributions	32,243	25,777	26,342	23,233	58,585	49,010
Capital grants and contributions	2,162	1,207	15,879	11,802	18,041	13,009
General revenues:						
Sales taxes	25,379	22,270	-	-	25,379	22,270
Property taxes	6,565	6,476	-	-	6,565	6,476
Other taxes	10,562	10,032	-	-	10,562	10,032
Other revenues	2,071	3,289	-	-	2,071	3,289
Investment earnings	(762)	459	77	18	(685)	477
Total revenues	96,632	83,909	67,461	52,418	164,093	136,327
Expenses						
General government	13,983	2,487	-	-	13,983	2,487
Public safety	31,790	54,765	-	-	31,790	54,765
Public works	16,052	2,723	-	-	16,052	2,723
Parks, culture, and recreation	5,407	1,372	-	-	5,407	1,372
Housing and community development	2,347	644	-	-	2,347	644
Transit	-		29,280	43,278	29,280	43,278
Golf course	-	-	2,735	2,870	2,735	2,870
Montebello Hilton	-	-	5,089	3,367	5,089	3,367
Home2suites	-	-	9,782	7,993	9,782	7,993
Water	-	-	2,343	2,297	2,343	2,297
Interest on long-term debt	5,549	5,252	-	-	5,549	5,252
Unallocated infrastructure depreciation	701	713	-	-	701	713
Total expenses	75,829	67,956	49,229	59,805	125,058	127,761
Change in net position before transfers	20,803	15,953	18,232	(7,387)	39,035	8,566
Transfers	(7)	(518)	7	518	-	-
Change in net position after transfers	20,796	15,435	18,239	(6,869)	39,035	8,566
Net position - beginning of year, as restated	(20,015)	(35,450)	11,464	18,333	(8,551)	(17,117)
Net position - end of year	$ 781	$ (20,015)	$ 29,703	$ 11,464	$ 30,484	$ (8,551)

See Note 16 Prior Period Adjustments affecting the restatement of Net Position

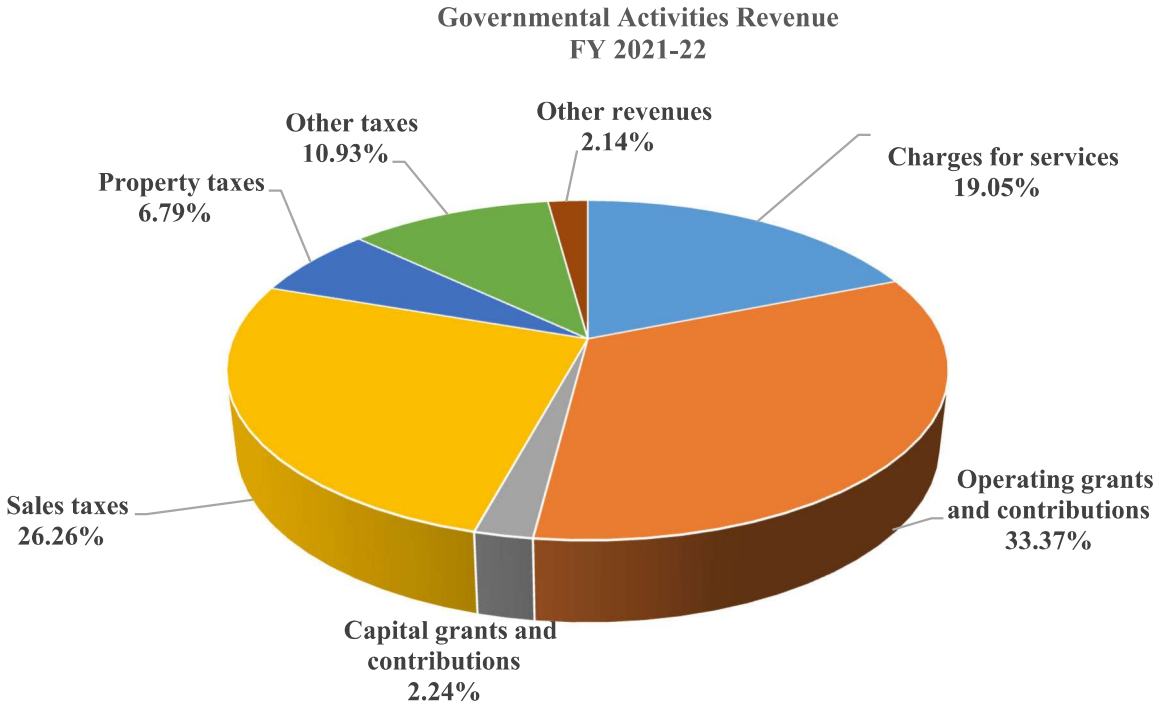
Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities increased the City's total net position (after transfers) by $20.796 million, a 34.73% increase from June 30, 2021.

Key factors of this change in governmental activities include the following:

Revenues:

The pie chart below shows the relative percentage each major category of revenue (program and general) comprises of the $96.632 million in total Governmental Activities revenue.



- Total governmental activities revenues increased by $12.723 million (15.16%). This is mainly due to increases in three revenue categories: Charges for Services ($4.013 million), Operating Grants ($6.466 million) and Sales Taxes ($3.109 million).

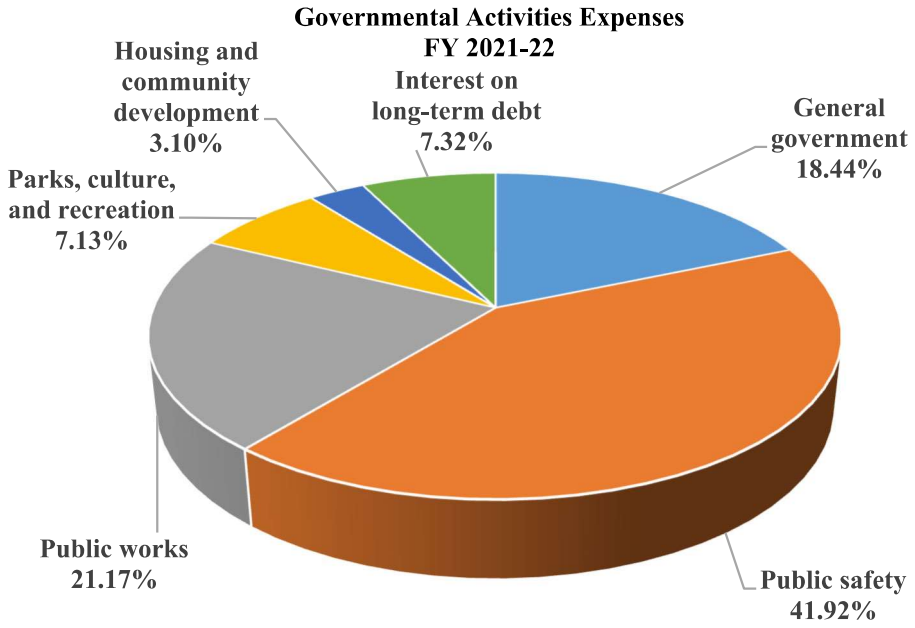
- Sales tax revenues were the largest portion of total governmental activities revenues (26.26%). Sales tax revenues increased by $3.109 million, to $25.379 million as of June 30, 2022.

- Property tax revenues were the second largest revenue source for governmental activities (22.25%). This includes the 1946 voter-approved retirement portion of property tax (e.g., property tax override). Property tax revenues exclude the property tax override increased slightly by $89 thousand (1.37%).

- Charges for services were the third largest source of revenue for governmental activities (19.05%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately $4.013 million, or 27.87%.

Expenses:

The cost of providing all governmental activities in 2022 was $75.829 million, an increase in expenses of $7.873 million (11.59%) when compared to June 30, 2021. There were increases and decreases to different categories, causing the overall net increase. General Government and Public Works increased $11.496 million and $13.329 million respectively, offsetting a decrease of $22.975 million in Public Safety.



Program revenues of $52.817 million offset a portion of the $75.829 million in Governmental Activities expenses, with general revenues used to offset $23.013 million of governmental activities expenses considered "public benefit." This portion of expenses is funded by general revenues – which are primarily derived from taxes (i.e., sales, property, transient occupancy, etc.).

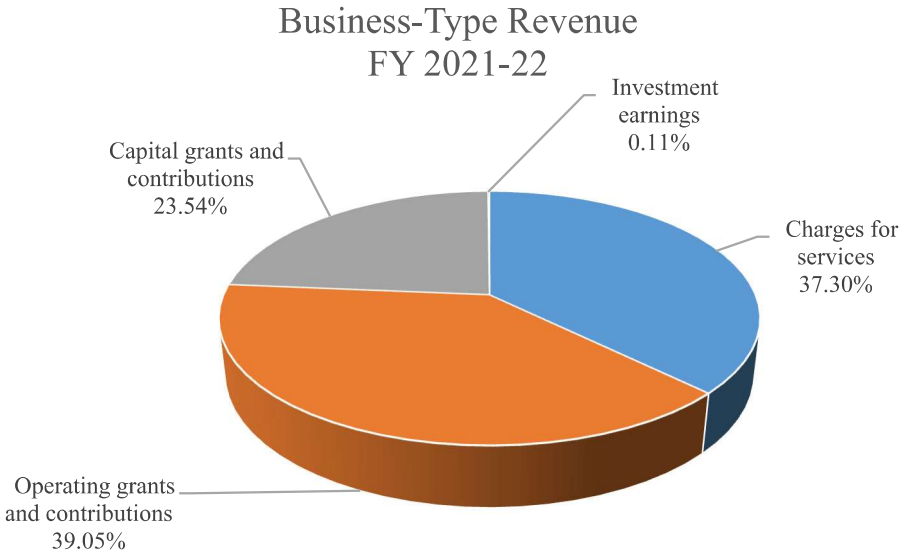
Business-type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund.

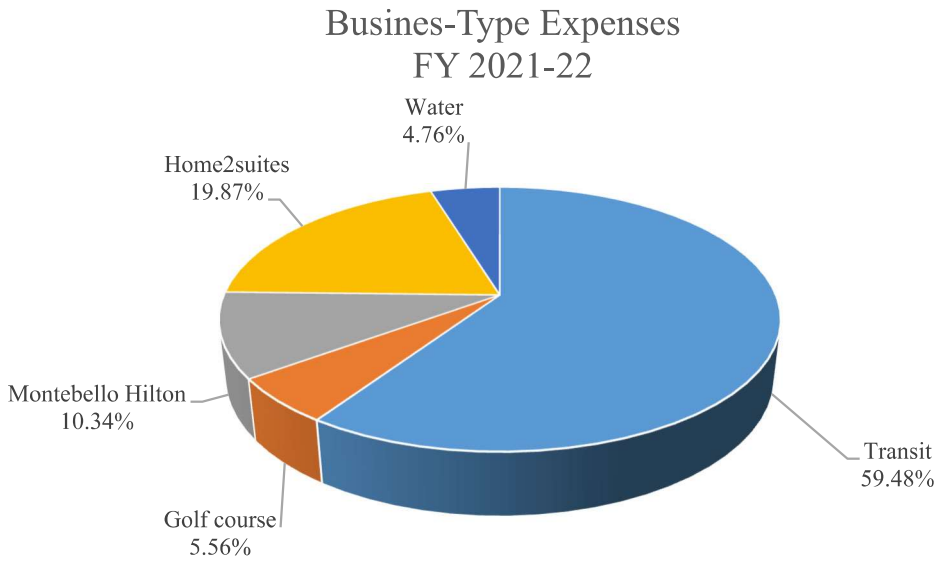
Business-type activities increased the City's net position before transfers by $18.239 million, an increase of $25.109 million as compared to the prior year, primarily a result of an increase in revenue ($15.043 million) and a decrease in expenses ($10.576 million).

Total revenues for business-type activities were $67.461 million, compared to $52.418 million in the previous fiscal year, constituting a 28.70% increase. The overall change is due to a $7.798 million increase in Charges for Services, a $4.077 million increase in Capital Grants and an increase of $3.109 million in Operating Grants.

The pie chart below shows the ratio that various program revenues comprise of the total amount of Business-type Activities revenue. Approximately 37.30% of revenue came from Charges for Services, which was generated from bus fares, special contracts, revenue from hotel room fees and golf course green fees, while the remaining 62.70% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.



Business-type Activities expenses decreased $10.576 million in FY 2021-22 when compared to the prior fiscal year. The pie chart below shows the composition that each operation comprises of total Business-type expenses:



- The Transit System reported operating revenues of $28.539 million, a $3.930 million increase (15.97%) when compared to FY 2020-21. Charges for Services were up $731 thousand, primarily due to the return to normal bus operations as pandemic restrictions were lifted. There were also increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2021-22 were $27.846 million, a $13.873 million decrease from the prior fiscal year. The $13.761 million decrease in Salaries and Benefits year over year was responsible for the total decrease in expenses. Net position increased by $15.202 million.

- The City's Golf Course's operating revenue was essentially unchanged year over year: $2.945 million as of June 30, 2022 vs. $2.967 million the prior year. Operating expenses decreased by $167 thousand. As a result, the Golf Fund ended the fiscal year with a net income (surplus) before transfers in of $210 thousand.

- The Hilton Garden Inn reflected operating net income of $540 thousand, a vast improvement over the net loss of $1.023 million in FY 2020-21. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased $3.285 million, and operating expenses increased by $1.722 million. Total change in net position was a positive $271 thousand.

- The Montebello Home2Suites reflected operating net income of $4.596 million, an increase from FY 2020-21 of $1.850 million. Operating revenue was $12.050 million, a significant increase over FY 2020-21 revenue of $8.358 million. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by $2.280 million.

- The City's Water Fund increased its net position by $269 thousand, ending FY 2021-22 with total net position of $1.692 million. It should be noted that the California Public Utilities Commission (PUC) approved the sale of the City's water system in December, 2022. The City expects the sale to be completed in FY 2022-23. Future financial statements will reflect the sale and closing out of this fund.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2022, the City's governmental funds (i.e., major funds such as the General Fund, Retirement Fund, Local Return Funds, etc.) reported total combined ending fund balances of $74.694 million, an increase of $10.800 million as compared with the prior fiscal year. All governmental fund balances are either non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects.

Amounts in the *committed* fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. The City has not designated committed or assigned fund balances as of June 30, 2022 (see next paragraph for further explanation). *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

It should be noted that updated comprehensive reserve policies were originally adopted by the City Council in June 2020 and have been presented for formal adoption as part of the budget process every fiscal year since. These reserve policies created commitments and assignments in line with GASB 54, detailing specific uses for the commitments or assignments such as "Economic Uncertainty" or "Capital Projects.: These new policies, and the assignment of portions of the General Fund's fund balance, will be fully implemented once total fund balance levels have risen to a point where the reserve categories can be fully funded. A complete copy of the reserve policies can be found in the City's adopted budget.

General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, etc.

The table below presents a comparison of General Fund revenues, expenditures, and fund balance. The General Fund saw an increase in fund balance of $7.131 million. Fund Balance is now 22.0% of Operating Revenues.

City of Montebello
General Fund
As of June 30
(in thousands)

	2022	2021	Change Amount	Change %
Operating revenues	$ 66,904	$ 56,114	$ 10,790	19%
Operating expenditures	63,454	66,860	(3,406)	-5%
Excess of revenues over (under) expenditures	3,450	(10,746)	7,384	-69%
Net operating transfers	3,637	3,099	538	17%
Proceeds from capital lease/sale of assets	44	5,785	(5,741)	-99%
Surplus	7,131	(1,862)	8,993	-483%
Beginning fund balance	7,585	9,447	(1,862)	-20%
Ending fund balance	$ 14,716	$ 7,585	$ 7,131	94%

The key factors positively impacting fund balance of the General Fund for FY 2021-22 are as follows:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by $10.790 million (19.23%) from the prior year which is primarily due to the overall increase in sales tax ($3.109 million), Licenses and Permits ($2.037 million) and Intergovernmental ($5.215 million). The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the recently enacted (March 2020) Measure H Transaction and Use Tax revenue stream. The increase to Intergovernmental revenue is from the recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

- General Fund expenditures decreased year-over-year by $3.406 million. There were year-over-year savings in some areas (i.e., General Government, Public Works, Public Safety) which offset increases in Parks and Recreation and Housing and Community Development. Capital related expenses in the General Fund were also less in FY 2021-22 when compared to the prior year.

The table below provides detail of General Fund revenue by major category for FY 2021-22 and FY 2020-21 for comparison purposes:

City of Montebello
General Fund
As of June 30
(In thousands)

	Budgeted Amounts		2022	Variance with Final Budget	2021	Variance with Prior
	Original	Final	Actual	Positive (Negative)	Actual	Year
Revenues						
Sales taxes	$ 20,765	$ 20,765	$ 25,379	$ 4,614	$ 22,270	$ 3,109
Property taxes	14,293	14,293	14,195	(98)	13,715	480
Other taxes	610	610	631	21	477	154
Franchise taxes	2,163	2,163	2,301	138	2,316	(15)
Licenses and permits	6,101	6,101	7,806	1,705	5,769	2,037
Fines and forfeitures	2,250	2,250	2,512	262	2,312	200
Investment income	225	225	(869)	(1,094)	77	(946)
Intergovernmental	8	8	6,311	6,303	1,096	5,215
Charges for services	7,806	7,806	8,077	271	6,317	1,760
Proceeds from sale of property	-	-	44	44	-	44
Other revenue	558	558	560	2	1,763	(1,203)
Total revenues	$ 54,779	$ 54,779	$ 66,947	$ 12,168	$ 56,112	$ 10,835

Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue (i.e., property tax override) pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. The City's Retirement Fund increased fund balance by $3.436 million as of June 30, 2022, to a total of $21.047 million. The largest expense is he $11.041 million in Transfers Out related to the reimbursement of General Fund pension costs and payment of debt service on the $153.4 million in Pension Obligation Bonds issued in 2020.

Transportation and Street Improvement Funds category is used to account for the activity of Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds and State of California Gas Tax funds. This is a new presentation of these funds for FY 2021-22, combining activity to better illustrate the revenue and expenses related to street and roads funds. During the year ended June 30, 2022, fund balance decreased by $430 thousand. The combination of operating expenses – utilized for capital and maintenance projects – and Transfers Out – utilized to record debt service on the Sales Tax Revenue Bonds Series 2019ABC -- exceeded operating revenues.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. As of June 30, 2022 fund balance decreased slightly by $6 thousand. This fund is designed to act as a conduit for payment of debt service: expenses generally equal Transfers In (revenue).

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2022 amounted to $210.954 million, net of accumulated depreciation, a $5.627 million increase over the prior year. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The table below provides a year-over-year comparison of capital assets (net of depreciation), broken out by Governmental Activities and Business-type Activities:

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021 (As Restated)	2022	2021 (As Restated)
Land	$ 2,731	$ 2,378	$ 6,307	$ 6,307	$ 9,038	$ 8,685
Rights of way	14,392	14,392	-	-	14,392	14,392
Construction in progress	25,208	32,503	13,431	4,920	38,639	37,423
Buildings and improvements	41,605	30,872	70,715	73,268	112,320	104,140
Machinery and equipment	7,546	8,319	15,884	18,502	23,430	26,821
Infrastructure	13,135	13,866	-	-	13,135	13,866
	$ 104,617	$ 102,330	$ 106,337	$ 102,997	$ 210,954	$ 205,327

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drain pipes, flood control channels, and catch basins;
- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

Major capital asset transactions during the current fiscal year included the following additions to values:

- Purchased a new property for $352 thousand (612 W. Whittier)
- Completion of portions of the bond financed "Paving the Way" project added $2.9 million in asset value (re-paved/re-built streets and roadways increased overall asset value)
- Completion of the Montebello Blvd project added $8.4 million in capital asset value

Additional information on the City's capital assets can be found in Note 5 to the basic financial statements section of this report.

Long-Term Debt

At the end of Fiscal Year 2021-22, the City had total debt outstanding of $322.155 million, a decrease of $1.602 million compared to the prior year.

The outstanding debt includes $102.692 million of revenue bonds and $143.015 of pension obligation bonds. Claims payable of $27.445 million is a $3.844 million increase over the prior year. Compensated absences also increased, by $2.595 million of a total of $6.867 million. The City's Other Postemployment Benefit Obligation (OPEB) amount – as determined by the updated GASB 75 valuation – increased to $33.697 million from $30.359 million.

The table below provides an overview and comparison of the various types of long-term debt:

City of Montebello
Summary of Long-term Debt
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Restated)	2022	2021	2022	2021 (As Restated)
Revenue bonds, net	$ 32,659	$ 35,014	$ 70,033	$ 71,761	$ 102,692	$ 106,775
Pension bonds, net	104,873	108,679	38,142	39,526	143,015	148,205
Claims payable	27,445	23,601	-	-	27,445	23,601
Notes payable	6,742	7,803	863	1,099	7,605	8,901
Capital lease obligation	784	1,403	50	240	834	1,643
Compensated absences	5,592	2,977	1,275	1,295	6,867	4,272
Other postemployment benefit obligation	29,906	26,339	3,791	4,020	33,697	30,359
Sub total	208,001	205,816	114,154	117,940	322,155	323,757
Less current portion	16,569	16,162	4,558	3,968	21,127	20,130
Noncurrent portion	$ 191,432	$ 189,655	$ 109,596	$ 113,972	$ 301,028	$ 303,627

Additional information on the City's long-term debt can be found in Note 6 to the basic financial statements section of this report.

Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued $15.140 million in Lease Revenue Bonds, Series 2022A, which will be used to refurbish and reconstruct the City's public golf course. The outlook for all ratings is "stable." It should be noted that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

Organizational and Economic Overview

The financial statements and commentary found in the prior two ACFR's has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2022, these impacts have lessened and there appears to be a return to "pre-pandemic" economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidence by continued strong sales and transaction and use tax performance. Also, the City's two hotels are performing well, seeing occupancy rates at or near levels last since in 2019.

For most of FY 2021-22, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion has been predictions of if and or when a recession would hit the U.S. economy.

A recent Deloitte Insights economic update stated "Is a recession on the horizon? That's been a key question for the US economy for the past six months. So far, its safe to say that the recession is mostly in people's minds." This statement is based on actual economic activity – as measured by job gains, industrial production and retail sales – remaining strong and indicating growth. External forces and pressures such as the war in Ukraine or housing market problems in China do not impact the United States as much as other nations. While these major issues undoubtedly impact millions around the world, the US economy is not as exposed to these problems as some analysts assume.

The Deloitte Insights analysis goes on to say the real case for recession involves the Federal Reserve's actions to slow the economy. Many analysts see the increase in the Fed funds rate leading to a recession. However, comparing current Fed funds rate increases to those of the early 1980's, the rate of increase has been slower. And while the increase to the Fed funds rate in the early 1980's did lead to recessions, "it took a lot more tightening than we've seen so far this time around." Moreover, the case can be made the US economy may be less sensitive to interest rates than in prior years.

Regardless of these impact's overall effect on the economy, many analysts see a recession in 2023 as more than likely. The key question is how deep and prolonged such a recession could be. Given the impact consumers have on the economy – nationally, regionally and most importantly locally – it is prudent to focus on retail activity as an indicator of both short and long-term economic growth. Consumer spending could return to pre-pandemic patterns: less on durable goods and more on services. One forecast shows durable goods spending levelling off in 2023 and beyond, with a steady increase in services spending, that could surpass spending on non-durables.

These forecasts still show a steady increase in spending in these areas, even if the pandemic trend of spending in durables levels off. The key point is that consumers will continue to spend, at levels above those seen pre-pandemic. That is important to Montebello, since 36.6% of General Fund revenue comes from sales tax. So long as retail activity remains robust – even as inflation continues to be elevated – the City can count on healthy sales tax revenue. It should be noted that out-year sales tax projections are tempered, indicating growth rates under two percent (2.0%).

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax base. Looking ahead, there is much to be excited about in Montebello in this arena, with several projects underway in FY 2022-23 that will contribute to the City's long-term economic health and viability.

The issuance of $15.140 million in lease revenue bonds in September, 2022 will usher in a new era for the City's public golf course These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project will be funded with the $55.4 million in lease revenue bonds issued in December, 2022. In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service. The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property. In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow is estimated to close in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up repot noted this recommendation and continued to support the sale. The $15.8 million in proceeds the City will receive will help boost its General Fund reserves in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased to $14.716 million as of June 30, 2022. The proceeds from the sale of the water system will more than double these reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies (first adopted in June, 2020).

In FY 2021-22, the City began much needed work to upgrade its information technology infrastructure. This project will be funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total $16.59 million in CSLFRF revenue received by Montebello has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

- These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2021-22 are the following: Issuance of $15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Issuing bonds to construct a Topgolf on 15 acres of the City's public golf course
- Substantial completion of "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's again sewer system
- Expansion of the Montebello Community Assistance Program (MCAP), aimed at helping the City's unhoused population
- Approval of a Housing Element by the State's Housing and Community Development Department, making Montebello only the second city in Los Angeles County to have a current approved plan
- Significant progress on the City's General Plan update, the first in over forty years
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the second time in the history of the City

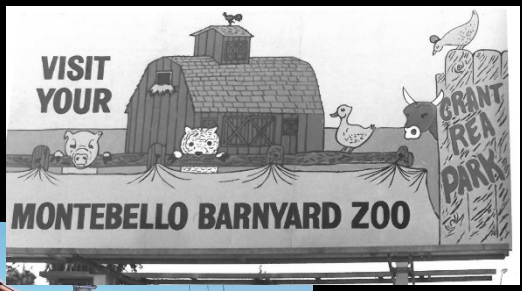
Management and the City Council continue to be dedicated to improving Montebello's long-term sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

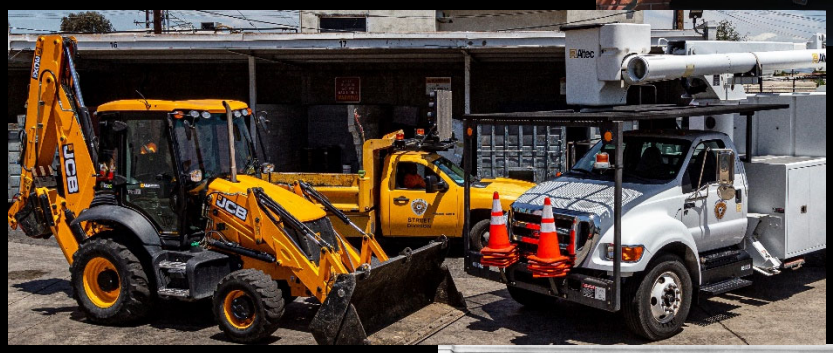
Requests for Information

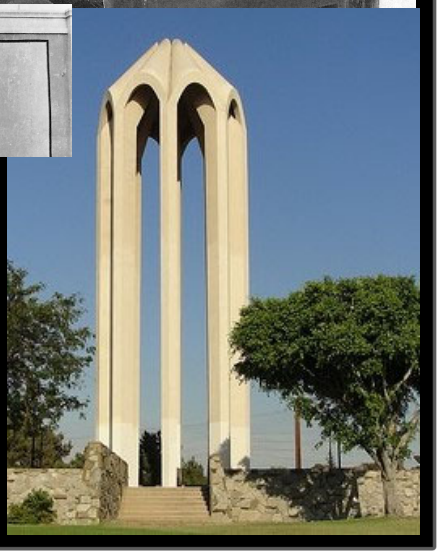
This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report can be answered by visiting the City's website at www.montebeloca.gov.

City of Montebello, California

Annual Comprehensive Financial Report







Fiscal Year Ended

June 30, 2022

MONTEBELLO
ELEVATE

City of Montebello

Montebello, California

Annual Comprehensive Financial Report

For the Year Ended June 30, 2022

Prepared by:
Finance Department

City of Montebello
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

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CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

March 2, 2023

Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report (ACFR) of the City of Montebello for the fiscal year ended June 30, 2022 is submitted as prepared by the City's Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City's financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The ACFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section.** The Management Discussion and Analysis (MD&A) is the most useful for readers of the ACFR to find a general overview of the City's financial condition at year-end, providing highlights of significant changes or key events impacting year-end financial results.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activities.

The City prepared the ACFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor's opinion is included in the financial section of this report.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied, with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the ACFR being done on a major vs. other funds basis. All funds have their appropriations approved by the governing body

(i.e., City Council) through the annual budget development process. In addition to the General Fund, other governmental and enterprise funds are utilized to record financial activity. Each fund is appropriated annually, and includes the General Fund, Proposition A, Proposition C, Measure M, Measure R, HOME, Community Development Block Grant (CDBG), Gas Tax, Grants (non-Transit), Asset Forfeiture, Grants (Transit), Debt Service, Retirement, Asset Forfeiture, etc. Revenue and expenditures are appropriated through the budget process, with the FY 2021-22 budget (all funds) adopted at a regular City Council meeting in June 2021, and amended as needed throughout the fiscal year.

The City of Montebello provides a full range of municipal services including police and fire protection, street maintenance, transit (Montebello Bus Lines) planning and community development, parks and recreation services, financial planning, treasury management, information technology, human resources, engineering and general administration.

Montebello also operates several enterprise funds, which include a municipal golf course, a transportation system (Montebello Bus Lines), and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable. It should be noted that the City will be finalizing the sale of its water system in the subsequent fiscal year (FY 2022-23). Subsequent financial reports and ACFRs will include appropriate updates once the sale is completed.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.

- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.

- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures and policies, and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council as incorporated in the budget adoption resolution. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are included in the annual approved budget. The City's adopted budget document includes detailed information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object level accounting as actual expenditures are compared to appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the Annual Budget Resolution and the Municipal Code. The City's Capital Improvement Program (CIP) is adopted at the same time as the operational budget and includes various street and infrastructure improvement projects. Any action to increase total appropriations requires approval by a majority vote of the City Council.

IMPROVEMENTS TO INTERNAL CONTROLS

The City responded positively and decisively to the 2021 State Auditor's update report (published in October 2021, Report #2021-807). The 2021 audit report was a follow up to the 2018 report and was mandated by State Government Code to be completed. Both audit reports – published by the State Auditors "High Risk Agency" group – provided numerous recommendations for improving different areas of management and internal controls. The 2021 update report focused primarily on the City's purchasing and procurement processes and made recommendations for improvements.

Over the span of the last five years – dating back to the initial 2018 audit report – the City has put into place numerous new procedures and policies directly aimed at responding to the audit reports' recommendations. The City's municipal code chapters dealing with purchasing and procurement were updated in March 2019 and again in February 2022 – utilizing best practice language found in neighboring cities' municipal code and aimed at improving and professionalizing Montebello's procurement practices. In addition, citywide purchasing training has been conducted on numerous occasions since 2019. Several new administrative policies were developed that addressed the areas of weakness identified by the State Auditor (i.e., petty cash, credit cards, hotel financial reporting, etc.), while other existing policies were updated to incorporate recommendations from the audit reports.

As required, management provides status reports to the City Council at regular meetings, which are then forwarded to the State Auditor to show the City's progress towards meeting the audit report recommendations. These "corrective action plans" serve as the primary method the City

uses to communicate progress to the State Auditor. As of May 2022, the State Auditor has indicated satisfaction of the majority of recommendations included in the 2021 report.

Staff continues to focus on the remaining four recommendations outstanding and anticipates meeting the State Auditor's threshold for satisfying all remaining recommendations by the end of FY 2022-23. The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability, as well as putting into place internal controls that ensure public funds are managed and spent wisely.

ADOPTION OF FORMAL RESERVE POLICIES

Besides improvements to internal controls – through the publication and operationalization of updated policies – the City is demonstrating its commitment to fiscal sustainability by the adoption of General Fund reserve policies. The City Council first adopted comprehensive reserve policies in June 2020, as part of the City's operating and capital budget. These policies are incorporated into the adopted budget document and are presented annually for review and approval by the City Council, which has been done since 2020.

Having such written policies in place indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance
- Insurance – Risk Management
- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated as a percentage of prior year operating revenues. The policy, per GASB 54, makes "commitments" or "assignments," and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts.

Since adoption, the City's General Fund reserve balance has not been sufficient to operationalize the reserve policies. However, as was seen with the financial results as of June 30, 2022, fund balance continues to grow. Ending fund balance in the General Fund was $14.716 million, a $7.131 million increase from the prior year. Comprising 22.0% of operating revenues, the fund balance is nearly at a level for the reserve policy categories to be in operation. Based on current forecasts, Staff anticipates making the GASB 54 commitments and assignments as of June 30, 2023.

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City of Montebello was incorporated on October 16, 1920 and is progressing positively into its second century of existence. The City is a general law city and functions under the City Council-Manager form of government. The City is governed by a legislative body of five City Councilmembers elected by district (as of November 2022) and serving staggered, four-year terms, with the Mayor and Mayor Pro-Teem selected by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

Montebello is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana 5 Freeway to the south, the Pomona 60 Freeway to the north, and the San Gabriel River 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with industrial, residential, and commercial areas.

Fiscal Year 2021-22 continued to be driven by the impacts of the coronavirus pandemic and the social and economic effects related to the public response to containing the virus' spread – albeit a more positive trend as restrictions eased or ended and life (social and economic) began to return to pre-pandemic patterns. The local Montebello economy proved itself resilient, as sales tax showed strong growth, and the City's two hotels' occupancy rates returned to pre-pandemic levels.

Early in the pandemic (Spring and Summer, 2020), various State and County stay at home orders – implemented to "flatten the curve" and protect the public – negatively impacted sales tax generating retail operations throughout the City for FY 2019-20 and into FY 2020-21. With sales tax comprising thirty-eight percent of General Fund revenue (FY 2021-22 adopted budget), any impacts – positive or negative – directly impact the organization as a whole and its ability to fund operations. Actual sales tax (all sources) for FY 2021-22 was $25.379 million, versus a budget of $20.765 million. The FY 2021-22 results compare positively to the prior year, with sales tax up $3.109 million year-over-year.

In addition to general retail activity performing better than originally forecast, the City benefitted from the 2020 voter approved additional ¾ cent transaction and use tax. Measure H was approved by over 60% of Montebello voters in the March 2020 special election. The revenue from this additional transaction and use tax began flowing to City coffers July 1, 2020. Another sales tax category that continues to perform well is the "county pool" share Montebello receives. Consumer habits changed during the pandemic, with retail activity moving more to on-line purchases. This retail behavior – coupled with the positive impacts of State law requiring remittance of sales tax by online retailers – made the "county pool" share of sales tax the fastest growing segment of the 1% Bradley-Burns sales tax revenue stream.

The second largest share of General Fund revenue is property tax, comprising twenty-six percent of revenue (measured by FY 2021-22 adopted budget). Property tax saw a slight increase of

$480 thousand compared to FY 2020-21. Assessed value continues to grow, with net taxable value of all property in Montebello at $7.055 billion for FY 2021-22, a 5.1% increase from the previous year. (Net taxable value increased another 5.0% for FY 2022-23, to $7.405 billion.)

The median home value for a detached single family residential property in Montebello for the second quarter of 2022 was $774,000, a 19.1% increase from the same quarter in the previous year. Since the start of calendar year 2017 through the end of 2022, median home values in Montebello have averaged a 7.4% annual increase (from $525,000 to $750,000).

Recent interest rate hikes – driven by the Federal Reserve's push to combat inflation – has dampened the housing market as mortgage lending rates increase along with the Fed funds rate. Total full value sales for the fourth quarter of 2022 dropped when compared to the same quarter of 2021. While activity appears to be falling, median price remains elevated, off slightly from the second quarter 2022 high of $774,000, to $750,000 in the fourth quarter of 2022.

In FY 2021-22 the City recognized over six million dollars of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The recognition of this revenue lead to an overall increase of $5.215 million in Intergovernmental General Fund revenue (when compared to FY 2020-21). The City utilized the "revenue loss" category contained in ARPA, and detailed in US Treasury Interim Final and Final Rules published in May 2021 and January 2022. Montebello received $16.59 million in CSLFRF revenue between May 2021 and May 2022.

Based on the revenue loss calculation outlined in the Interim Final and Final Rules, the City has chosen to utilize the entire CSLFRF award as "revenue loss." The CSLFRF revenue is allowing the City to improve its technology security, network and storage backbone, invest in its aging sewer system, purchase public safety and public works vehicles, and fund other capital infrastructure investments that have been deferred for decades.

License and Permit revenue realized a $2.037 million gain year-over-year. This increase can be attributed to two primary reasons: an improved economy that has property owners pulling building and associated permits for repairs and upgrades; and the residential construction related to Metro Heights. This new development, which will realize approximately 1,200 residential units once completed, has contributed substantial license and permit revenue to the General Fund over the last two fiscal years. While this revenue is "one-time" in nature – it will cease once the units are completed – it nonetheless helps the General Fund revenue bottom line. As the residential units are completed, they will be added to the property tax rolls, further increasing the City's assessed value and contributing additional property tax revenue to the General Fund.

On the expense side of the ledger, total expenditures were $3.405 million less in FY 2021-22 when compared to FY 2020-21. There were puts and takes among all expenditure categories. The largest decrease was in Capital Outlay, with FY 2021-22 expenditures of $2.074 million compared to $9.014 million the prior year. The single largest change in Capital Outlay was the completion of a citywide energy efficiency project in FY 2020-21, with no associated expenditures in the current fiscal year. There were also several vehicle purchases completed in FY 2021-22,

as well as real estate purchases (acquisitions) which did not have similar expenditures in FY 2021-22.

Public Safety (Fire and Police) saw a $614 thousand increase in expenditures, to $33.256 million. The majority of these expenditures are personnel related, providing for the City's police officers and firefighters and associated staffing levels. In addition, there are supplies, equipment and vehicle expenses: new patrol vehicles, turnouts, hoses, ladders, medical supplies, dispatch software, radio/dispatch fees, etc. that are utilized when providing emergency response to the community.

The $827 thousand decrease General Government expenditures is primarily from a drop in pandemic related expenses. In FY 2020-21, the City spent $407 thousand on various contracts related to the pandemic – additional cleaning and janitorial services, COVID-19 testing, etc. This amount dropped to $23 thousand in FY 2021-22. There was a reduction of $349 thousand in janitorial, medical and related supplies and equipment that were necessary to respond to the Coronavirus threats in prior fiscal years, and to improve employee health and safety. As the COVID-19 threat diminishes, so does the need for specialty supplies, services and equipment necessary to mitigate the Coronavirus impacts.

Parks and Recreation saw a year-over-year increase of $351 thousand. The majority of this increase was from increased part-time wages. The increase to the State's minimum wage, combined with additional and expanded community special events drove costs up in this expenditure area. Along with the expanded offering of special events, overall supplies expenditures increased from the prior year as well.

Moreover, as of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued $15.140 million in Lease Revenue Bonds, Series 2022A, which will be used to refurbish and reconstruct the City's public golf course. The outlook for all ratings is "stable." It should note that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides by improving its financial standing and overall operations in recent years, and this progress continued in Fiscal Year 2021-22. In addition to improvements in internal controls, responding to the State Auditor findings, adopting a General Fund budget with a surplus for the third year in a row, extinguishing existing unfunded liability, some of the many positive accomplishments this past year include:

- Issuance of $15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Providing conduit financing to construct a Topgolf on 15 acres of the City's public golf course, with guarantees for Topgolf to pay the annual debt service

- Substantial completion of "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system
- Expansion of the Montebello Community Assistance Program (MCAP), aimed at helping the City's unhoused population
- Approval of a Housing Element by the State's Housing and Community Development Department (HCD), making Montebello only the second city in Los Angeles County to have a current approved plan
- Significant progress on the City's General Plan update, the first in over forty years
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the second time in the history of the City (with the FY 2022-23 budget receiving this award as well)

These and other accomplishments have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

ACKNOWLEDGEMENTS

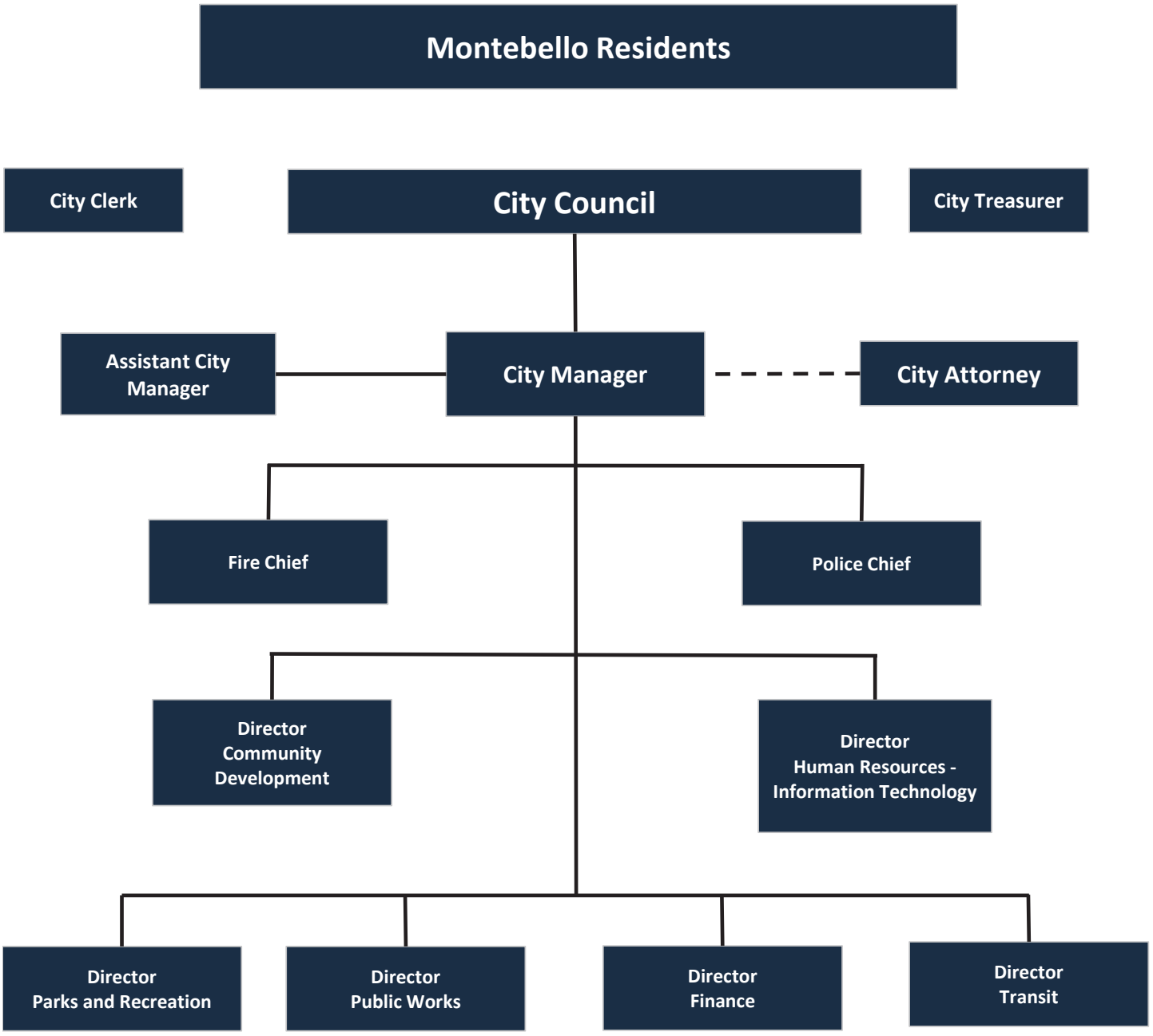
The preparation of the City's Annual Comprehensive Financial Report could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the lead Accountant in this endeavor, Van Dao for her commitment to ensuring the ACFR was completed accurately and on-time. The City's independent auditor – The Pun Group – provided invaluable assistance and expert advice in completing the ACFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,

Michael Solorza
Director of Finance

City of Montebello
Citywide Organizational Chart
FY 2021-22



City of Montebello

Fiscal Year 2021-22

Annual Comprehensive Financial Report (ACFR)

CITY COUNCIL

Kimberly A. Cobos-Cawthorne, Mayor

Angie M. Jimenez, Mayor Pro Tem

Scarlett Peralta, Councilmember

Salavador Melendez, Councilmember

David N. Torres, Councilmember

ELECTED OFFICIALS

Christopher Jimenez, City Clerk

Rafael Gutierrez, City Treasurer

René Bobadilla
City Manager

Arlene Salazar
Assistant City Manager

Paul Espinosa
Chief of Police

Fernando Pelaez
Fire Chief

James Enriquez
Director of Public Works

Lupita Ibarra
Director of Transit

Joseph Palombi
Director of Community Development

Nick Razo
Director of Human Resources

David Sosnowski
Director of Parks and Recreation

Michael Solorza
Director of Finance

THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

www.pungroup.cpa

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
of the City of Montebello
Montebello, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Montebello, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*"Government Auditing Standards"*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedules of Contributions – Other Postemployment Benefits on pages 5 through 21 and 117 through 132 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Fund Financial Statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the Combining and Individual Fund Financial Statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory and Statistical Sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 2, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pun Group, LLP

Santa Ana, California
March 2, 2023

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The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2022. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues *(governmental activities).* The governmental activities of the City include general government (i.e., administration, finance, human resources, elected officials, etc.) public safety, public works, parks and recreation, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regard to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities: Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities.*

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for all of its individual funds, including the major funds as listed above. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise** funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of water, golf course, transit system, Montebello Hilton and Home2suites Hotels.

- **Internal service** funds are used to report activities that provide internal services for the City. The City uses internal service funds to account for workers' compensation and general liability. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately following the Required Supplementary Information.

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds – can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2022, the City's total net position was approximately $30.484 million dollars, an increase (improvement) of $39.035 million compared to the negative $8.551 million as of June 30, 2021. The City's unrestricted net position, at a negative $142.496 million, improved (decreased) by $44.225 million dollars over the prior fiscal year.

- Total revenues from all sources were $164.093 million while total expenses were $125.058 million. Of the total revenues, program revenues totaled $120.201 million while general revenues totaled $43.892 million, net of transfers.

- The City's General Fund revenue and other financing sources exceeded expenses by $7.131 million in the Fiscal Year 2021-22. The General Fund unassigned fund balance was $9.844 million at the end of the fiscal year, an increase of $4.969 million from FY 2020-21. Total fund balance as of June 30, 2022, was $14.716 million, up from $7.585 million the prior year.

- General Fund total revenues, including transfers in and proceeds from the sale of assets as June 30, 2022, was $70.585 million, $11.698 million higher than budget. This is due to an overall increase in sales and property tax revenues, as well as the recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

- The General Fund expenditures as of June 30, 2022, including transfers out, were $2.790 million under budget primarily due to lower-than-expected Public Safety, Public Works, Housing and Community Development and Capital Outlay expenses.

- The Transit enterprise fund ended Fiscal Year 2021-22 with a total net position of $28.663 million, a $15.202 million increase from the prior fiscal year.

- The City's Hilton Garden Inn ended the fiscal year with $540 thousand in operating income (surplus), which increased total net position by $271 thousand – to negative $84 thousand from $355 thousand the prior fiscal year.

- The Home2Suites ended the fiscal year with $4.595 million in operating income (surplus), increasing net position by $2.280 million – improving total net position to negative $1.724 million from negative $4.005 million the prior year.

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

The table below is the "Statement of Net Position," and provides net position information broken out by Governmental and Business-type activities, with totals and a comparison to amounts as of June 30, 2022:

City of Montebello
Statement of Net Position
June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Restated)	2022	2021	2022	2021 (As Restated)
Assets:						
Current and other assets	$ 155,801	$ 95,492	$ 54,607	$ 32,885	$ 210,408	$ 128,377
Capital assets	104,617	102,330	106,337	103,686	210,954	206,016
Total assets	260,418	197,822	160,944	136,571	421,362	334,393
Deferred outflows of resources	11,718	12,854	2,347	3,528	14,065	16,382
Liabilities:						
Long-term liabilities	208,001	205,816	114,154	117,940	322,155	323,756
Other liabilities	22,239	21,074	6,041	8,960	28,280	30,034
Total liabilities	230,240	226,890	120,195	126,900	350,435	353,790
Deferred inflows of resources	41,115	3,801	13,393	1,735	54,508	5,536
Net Position:						
Net investment in capital assets	79,728	76,851	34,949	30,182	114,677	107,033
Restricted	45,666	59,934	12,637	11,203	58,303	71,137
Unrestricted	(124,613)	(156,800)	(17,883)	(29,921)	(142,496)	(186,721)
Total net position	$ 781	$ (20,015)	$ 29,703	$ 11,464	$ 30,484	$ (8,551)

As mentioned in the "Financial Highlights" section above, the City's total net position was $30.484 million as of June 30, 2022, an increase (improvement) of $39.035 million compared to the negative net position of $8.551 million in FY 2020-21. Included in the City's net position is $114.677 million net investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure, improvements other than buildings, and construction in progress); less any related debt used to acquire those assets that remain outstanding. Capital assets, net of accumulated depreciation, increased by $4.939 million, while current and other assets increased $82.031 million.

The City uses capital assets to provide services to residents and the community at large; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties.

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2022, are as follows:

- Governmental Activities total revenues before transfers exceeded total expenses by $20.803 million, including transfers of negative $7 thousand, the total positive change to net position was $20.796 million.

- Business-type Activities total revenues before transfers exceeded total expenses by $18.232 million, with the change in net position after transfers a positive $18.239 million.

- Total Citywide expenses before transfers were $125.058 million, a decrease of approximately $2.704 million (-2.12%) compared to the preceding fiscal year.

- Total Citywide revenues before transfers were $164.094 million, an increase of $27.664 million (20.28%) compared to June 30, 2021.

- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately $120.201 million, which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately $43.892 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.).

- The overall increase of 20.36% in total revenues ($27.766 million) for the City was primarily due to increases in sales tax ($3.109 million), Charges for Services ($11.811 million), Capital Grants ($5.032 million) and Operating Grants ($9.152 million).

- The largest City-wide revenues came from four sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at $43.575 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M, as well as asset forfeiture funds contributed from the Justice Department and US Treasury) at $43.327 million, property taxes at $6.565 million, and sales taxes at $25.379 million. Property taxes exclude the property taxes derived from the 1946 voter approved initiative to provide restricted revenue to pay for the retirement benefit costs of City employees, which is recorded in a separate fund from the General Fund.

- Revenue from charges for services increased by $11.811 million (37.18%), property tax increased by $89 thousand (1.37%), sales taxes increased by $3.109 million (13.96%) and Operating grants and contributions increased 24.59% ($6.363 million).

- Total citywide expenses decreased by $2.703 million, the net impact of decreases in Public Safety ($22.975 million) and Transit ($13.998 million); offset by increases to Public Works ($13.329) million and Parks and Recreation ($4.035 million).

- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: $31.790 million for public safety (police and fire); $16.052 million for public works; $29.280 million for transit (Montebello Bus Lines); $13.983 million in general government; and $5.407 million for parks, recreation and culture.

The "Summary of Changes in Net Position" table below provides additional detail on changes to revenues, expenses and net position for the years ending June 30, 2021, and 2022.

City of Montebello
Summary of Changes in Net Position
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Reclassified)	2022	2021	2022	2021 (As Reclassified)
Revenues						
Program revenues:						
Charges for services	$ 18,412	$ 14,399	$ 25,163	$ 17,365	$ 43,575	$ 31,764
Operating grants and contributions	32,243	25,777	26,342	23,233	58,585	49,010
Capital grants and contributions	2,162	1,207	15,879	11,802	18,041	13,009
General revenues:						
Sales taxes	25,379	22,270	-	-	25,379	22,270
Property taxes	6,565	6,476	-	-	6,565	6,476
Other taxes	10,562	10,032	-	-	10,562	10,032
Other revenues	2,071	3,289	-	-	2,071	3,289
Investment earnings	(762)	459	77	18	(685)	477
Total revenues	96,632	83,909	67,461	52,418	164,093	136,327
Expenses						
General government	13,983	2,487	-	-	13,983	2,487
Public safety	31,790	54,765	-	-	31,790	54,765
Public works	16,052	2,723	-	-	16,052	2,723
Parks, culture, and recreation	5,407	1,372	-	-	5,407	1,372
Housing and community development	2,347	644	-	-	2,347	644
Transit	-		29,280	43,278	29,280	43,278
Golf course	-	-	2,735	2,870	2,735	2,870
Montebello Hilton	-	-	5,089	3,367	5,089	3,367
Home2suites	-	-	9,782	7,993	9,782	7,993
Water	-	-	2,343	2,297	2,343	2,297
Interest on long-term debt	5,549	5,252	-	-	5,549	5,252
Unallocated infrastructure depreciation	701	713	-	-	701	713
Total expenses	75,829	67,956	49,229	59,805	125,058	127,761
Change in net position before transfers	20,803	15,953	18,232	(7,387)	39,035	8,566
Transfers	(7)	(518)	7	518	-	-
Change in net position after transfers	20,796	15,435	18,239	(6,869)	39,035	8,566
Net position - beginning of year, as restated	(20,015)	(35,450)	11,464	18,333	(8,551)	(17,117)
Net position - end of year	$ 781	$ (20,015)	$ 29,703	$ 11,464	$ 30,484	$ (8,551)

See Note 16 Prior Period Adjustments affecting the restatement of Net Position

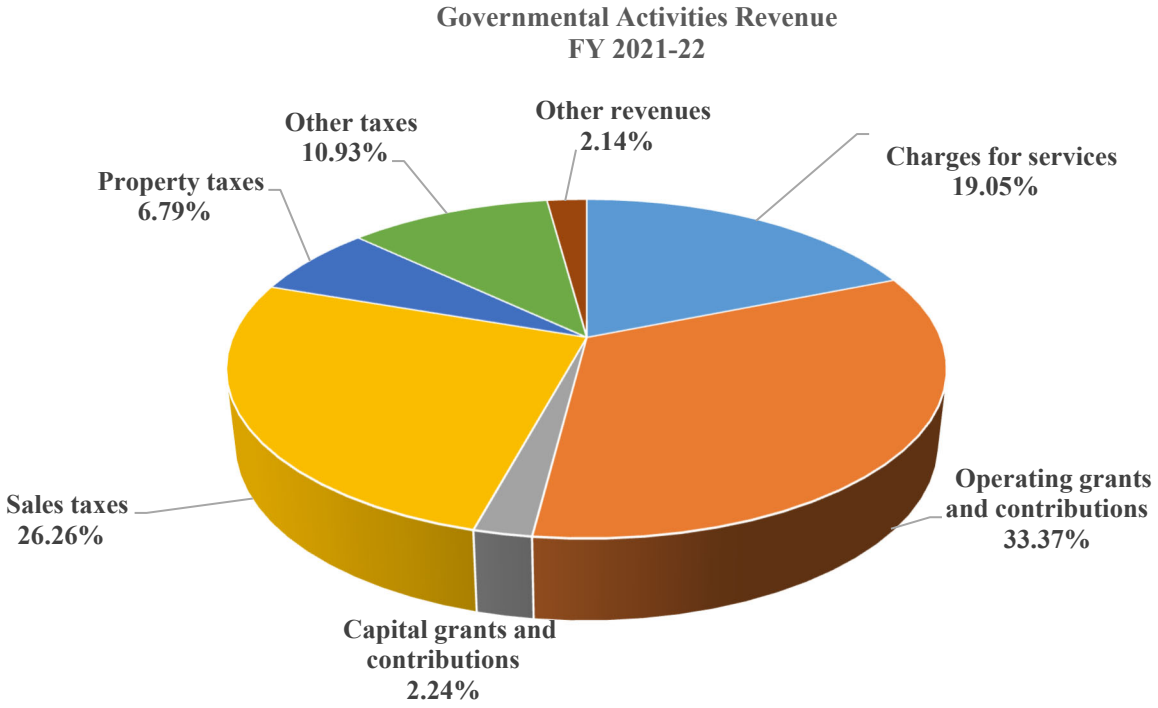
Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities increased the City's total net position (after transfers) by $20.796 million, a 34.73% increase from June 30, 2021.

Key factors of this change in governmental activities include the following:

Revenues:

The pie chart below shows the relative percentage each major category of revenue (program and general) comprises of the $96.632 million in total Governmental Activities revenue.



- Total governmental activities revenues increased by $12.723 million (15.16%). This is mainly due to increases in three revenue categories: Charges for Services ($4.013 million), Operating Grants ($6.466 million) and Sales Taxes ($3.109 million).

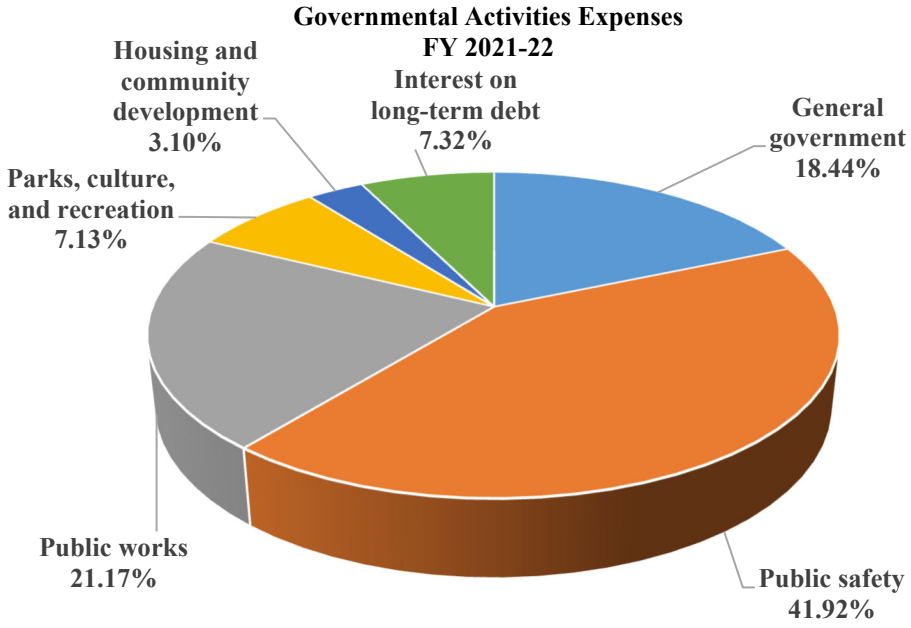
- Sales tax revenues were the largest portion of total governmental activities revenues (26.26%). Sales tax revenues increased by $3.109 million, to $25.379 million as of June 30, 2022.

- Property tax revenues were the second largest revenue source for governmental activities (22.25%). This includes the 1946 voter-approved retirement portion of property tax (e.g., property tax override). Property tax revenues exclude the property tax override increased slightly by $89 thousand (1.37%).

- Charges for services were the third largest source of revenue for governmental activities (19.05%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately $4.013 million, or 27.87%.

Expenses:

The cost of providing all governmental activities in 2022 was $75.829 million, an increase in expenses of $7.873 million (11.59%) when compared to June 30, 2021. There were increases and decreases to different categories, causing the overall net increase. General Government and Public Works increased $11.496 million and $13.329 million respectively, offsetting a decrease of $22.975 million in Public Safety.



Program revenues of $52.817 million offset a portion of the $75.829 million in Governmental Activities expenses, with general revenues used to offset $23.013 million of governmental activities expenses considered "public benefit." This portion of expenses is funded by general revenues – which are primarily derived from taxes (i.e., sales, property, transient occupancy, etc.).

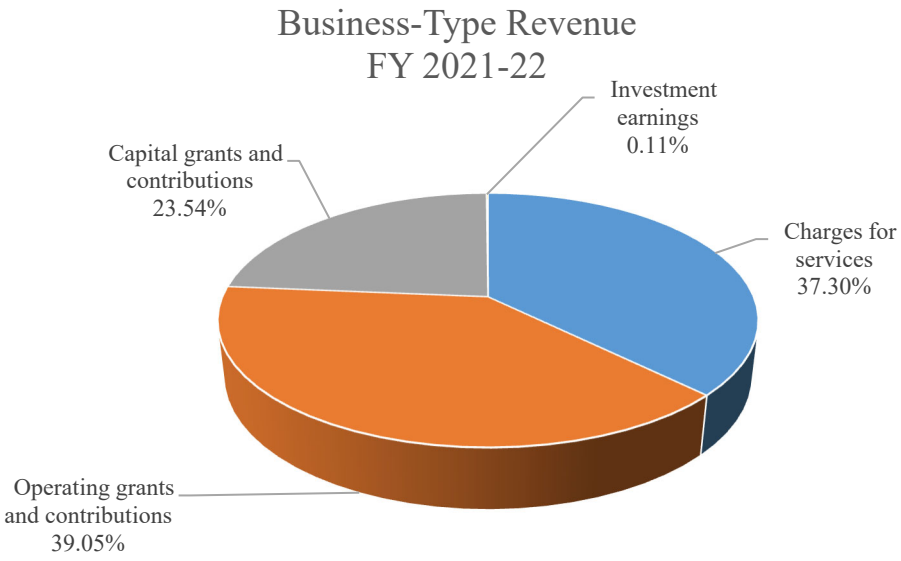
Business-type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund.

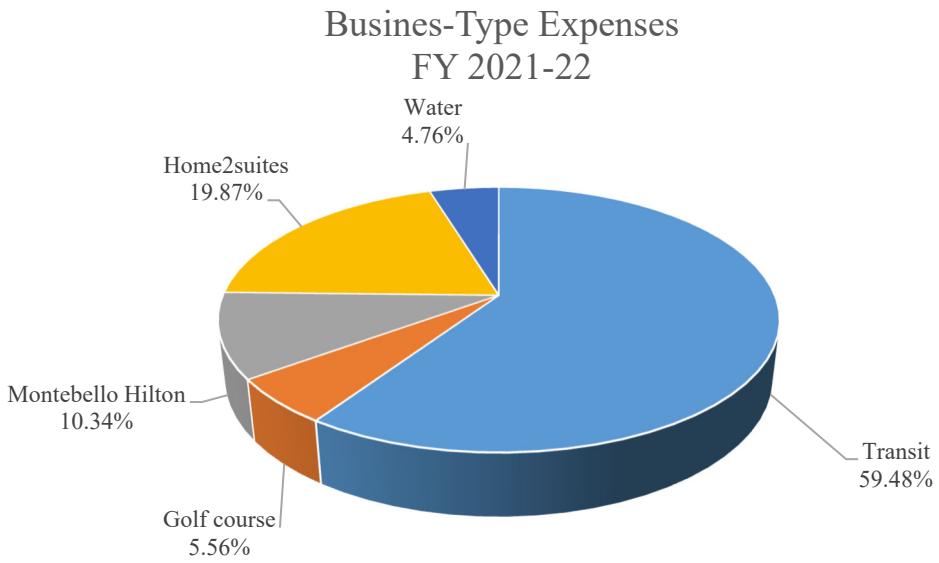
Business-type activities increased the City's net position before transfers by $18.239 million, an increase of $25.109 million as compared to the prior year, primarily a result of an increase in revenue ($15.043 million) and a decrease in expenses ($10.576 million).

Total revenues for business-type activities were $67.461 million, compared to $52.418 million in the previous fiscal year, constituting a 28.70% increase. The overall change is due to a $7.798 million increase in Charges for Services, a $4.077 million increase in Capital Grants and an increase of $3.109 million in Operating Grants.

The pie chart below shows the ratio that various program revenues comprise of the total amount of Business-type Activities revenue. Approximately 37.30% of revenue came from Charges for Services, which was generated from bus fares, special contracts, revenue from hotel room fees and golf course green fees, while the remaining 62.70% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.



Business-type Activities expenses decreased $10.576 million in FY 2021-22 when compared to the prior fiscal year. The pie chart below shows the composition that each operation comprises of total Business-type expenses:



- The Transit System reported operating revenues of $28.539 million, a $3.930 million increase (15.97%) when compared to FY 2020-21. Charges for Services were up $731 thousand, primarily due to the return to normal bus operations as pandemic restrictions were lifted. There were also increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2021-22 were $27.846 million, a $13.873 million decrease from the prior fiscal year. The $13.761 million decrease in Salaries and Benefits year over year was responsible for the total decrease in expenses. Net position increased by $15.202 million.

- The City's Golf Course's operating revenue was essentially unchanged year over year: $2.945 million as of June 30, 2022 vs. $2.967 million the prior year. Operating expenses decreased by $167 thousand. As a result, the Golf Fund ended the fiscal year with a net income (surplus) before transfers in of $210 thousand.

- The Hilton Garden Inn reflected operating net income of $540 thousand, a vast improvement over the net loss of $1.023 million in FY 2020-21. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased $3.285 million, and operating expenses increased by $1.722 million. Total change in net position was a positive $271 thousand.

- The Montebello Home2Suites reflected operating net income of $4.596 million, an increase from FY 2020-21 of $1.850 million. Operating revenue was $12.050 million, a significant increase over FY 2020-21 revenue of $8.358 million. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by $2.280 million.

- The City's Water Fund increased its net position by $269 thousand, ending FY 2021-22 with total net position of $1.692 million. It should be noted that the California Public Utilities Commission (PUC) approved the sale of the City's water system in December, 2022. The City expects the sale to be completed in FY 2022-23. Future financial statements will reflect the sale and closing out of this fund.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2022, the City's governmental funds (i.e., major funds such as the General Fund, Retirement Fund, Local Return Funds, etc.) reported total combined ending fund balances of $74.694 million, an increase of $10.800 million as compared with the prior fiscal year. All governmental fund balances are either non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects.

Amounts in the *committed* fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. The City has not designated committed or assigned fund balances as of June 30, 2022 (see next paragraph for further explanation). *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

It should be noted that updated comprehensive reserve policies were originally adopted by the City Council in June 2020 and have been presented for formal adoption as part of the budget process every fiscal year since. These reserve policies created commitments and assignments in line with GASB 54, detailing specific uses for the commitments or assignments such as "Economic Uncertainty" or "Capital Projects.: These new policies, and the assignment of portions of the General Fund's fund balance, will be fully implemented once total fund balance levels have risen to a point where the reserve categories can be fully funded. A complete copy of the reserve policies can be found in the City's adopted budget.

General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, etc.

The table below presents a comparison of General Fund revenues, expenditures, and fund balance. The General Fund saw an increase in fund balance of $7.131 million. Fund Balance is now 22.0% of Operating Revenues.

City of Montebello
General Fund
As of June 30
(in thousands)

	2022	2021	Change Amount	Change %
Operating revenues	$ 66,904	$ 56,114	$ 10,790	19%
Operating expenditures	63,454	66,860	(3,406)	-5%
Excess of revenues over (under) expenditures	3,450	(10,746)	7,384	-69%
Net operating transfers	3,637	3,099	538	17%
Proceeds from capital lease/sale of assets	44	5,785	(5,741)	-99%
Surplus	7,131	(1,862)	8,993	-483%
Beginning fund balance	7,585	9,447	(1,862)	-20%
Ending fund balance	$ 14,716	$ 7,585	$ 7,131	94%

The key factors positively impacting fund balance of the General Fund for FY 2021-22 are as follows:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by $10.790 million (19.23%) from the prior year which is primarily due to the overall increase in sales tax ($3.109 million), Licenses and Permits ($2.037 million) and Intergovernmental ($5.215 million). The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the recently enacted (March 2020) Measure H Transaction and Use Tax revenue stream. The increase to Intergovernmental revenue is from the recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

- General Fund expenditures decreased year-over-year by $3.406 million. There were year-over-year savings in some areas (i.e., General Government, Public Works, Public Safety) which offset increases in Parks and Recreation and Housing and Community Development. Capital related expenses in the General Fund were also less in FY 2021-22 when compared to the prior year.

The table below provides detail of General Fund revenue by major category for FY 2021-22 and FY 2020-21 for comparison purposes:

City of Montebello
General Fund
As of June 30
(In thousands)

	Budgeted Amounts		2022	Variance with Final Budget Positive	2021	Variance with Prior
	Original	Final	Actual	(Negative)	Actual	Year
Revenues						
Sales taxes	$ 20,765	$ 20,765	$ 25,379	$ 4,614	$ 22,270	$ 3,109
Property taxes	14,293	14,293	14,195	(98)	13,715	480
Other taxes	610	610	631	21	477	154
Franchise taxes	2,163	2,163	2,301	138	2,316	(15)
Licenses and permits	6,101	6,101	7,806	1,705	5,769	2,037
Fines and forfeitures	2,250	2,250	2,512	262	2,312	200
Investment income	225	225	(869)	(1,094)	77	(946)
Intergovernmental	8	8	6,311	6,303	1,096	5,215
Charges for services	7,806	7,806	8,077	271	6,317	1,760
Proceeds from sale of property	-	-	44	44	-	44
Other revenue	558	558	560	2	1,763	(1,203)
Total revenues	$ 54,779	$ 54,779	$ 66,947	$ 12,168	$ 56,112	$ 10,835

Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue (i.e., property tax override) pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. The City's Retirement Fund increased fund balance by $3.436 million as of June 30, 2022, to a total of $21.047 million. The largest expense is he $11.041 million in Transfers Out related to the reimbursement of General Fund pension costs and payment of debt service on the $153.4 million in Pension Obligation Bonds issued in 2020.

Transportation and Street Improvement Funds category is used to account for the activity of Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds and State of California Gas Tax funds. This is a new presentation of these funds for FY 2021-22, combining activity to better illustrate the revenue and expenses related to street and roads funds. During the year ended June 30, 2022, fund balance decreased by $430 thousand. The combination of operating expenses – utilized for capital and maintenance projects – and Transfers Out – utilized to record debt service on the Sales Tax Revenue Bonds Series 2019ABC -- exceeded operating revenues.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. As of June 30, 2022 fund balance decreased slightly by $6 thousand. This fund is designed to act as a conduit for payment of debt service: expenses generally equal Transfers In (revenue).

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2022 amounted to $210.954 million, net of accumulated depreciation, a $5.627 million increase over the prior year. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The table below provides a year-over-year comparison of capital assets (net of depreciation), broken out by Governmental Activities and Business-type Activities:

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021 (As Restated)	2022	2021 (As Restated)
Land	$ 2,731	$ 2,378	$ 6,307	$ 6,307	$ 9,038	$ 8,685
Rights of way	14,392	14,392	-	-	14,392	14,392
Construction in progress	25,208	32,503	13,431	4,920	38,639	37,423
Buildings and improvements	41,605	30,872	70,715	73,268	112,320	104,140
Machinery and equipment	7,546	8,319	15,884	18,502	23,430	26,821
Infrastructure	13,135	13,866	-	-	13,135	13,866
	$ 104,617	$ 102,330	$ 106,337	$ 102,997	$ 210,954	$ 205,327

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drain pipes, flood control channels, and catch basins;
- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

Major capital asset transactions during the current fiscal year included the following additions to values:

- Purchased a new property for $352 thousand (612 W. Whittier)
- Completion of portions of the bond financed "Paving the Way" project added $2.9 million in asset value (re-paved/re-built streets and roadways increased overall asset value)
- Completion of the Montebello Blvd project added $8.4 million in capital asset value

Additional information on the City's capital assets can be found in Note 5 to the basic financial statements section of this report.

Long-Term Debt

At the end of Fiscal Year 2021-22, the City had total debt outstanding of $322.155 million, a decrease of $1.602 million compared to the prior year.

The outstanding debt includes $102.692 million of revenue bonds and $143.015 of pension obligation bonds. Claims payable of $27.445 million is a $3.844 million increase over the prior year. Compensated absences also increased, by $2.595 million of a total of $6.867 million. The City's Other Postemployment Benefit Obligation (OPEB) amount – as determined by the updated GASB 75 valuation – increased to $33.697 million from $30.359 million.

The table below provides an overview and comparison of the various types of long-term debt:

City of Montebello
Summary of Long-term Debt
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2022	2021 (As Restated)	2022	2021	2022	2021 (As Restated)
Revenue bonds, net	$ 32,659	$ 35,014	$ 70,033	$ 71,761	$ 102,692	$ 106,775
Pension bonds, net	104,873	108,679	38,142	39,526	143,015	148,205
Claims payable	27,445	23,601	-	-	27,445	23,601
Notes payable	6,742	7,803	863	1,099	7,605	8,901
Capital lease obligation	784	1,403	50	240	834	1,643
Compensated absences	5,592	2,977	1,275	1,295	6,867	4,272
Other postemployment benefit obligation	29,906	26,339	3,791	4,020	33,697	30,359
Sub total	208,001	205,816	114,154	117,940	322,155	323,757
Less current portion	16,569	16,162	4,558	3,968	21,127	20,130
Noncurrent portion	$ 191,432	$ 189,655	$ 109,596	$ 113,972	$ 301,028	$ 303,627

Additional information on the City's long-term debt can be found in Note 6 to the basic financial statements section of this report.

Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued $15.140 million in Lease Revenue Bonds, Series 2022A, which will be used to refurbish and reconstruct the City's public golf course. The outlook for all ratings is "stable." It should be noted that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

Organizational and Economic Overview

The financial statements and commentary found in the prior two ACFR's has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2022, these impacts have lessened and there appears to be a return to "pre-pandemic" economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidence by continued strong sales and transaction and use tax performance. Also, the City's two hotels are performing well, seeing occupancy rates at or near levels last since in 2019.

For most of FY 2021-22, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion has been predictions of if and or when a recession would hit the U.S. economy.

A recent Deloitte Insights economic update stated "Is a recession on the horizon? That's been a key question for the US economy for the past six months. So far, its safe to say that the recession is mostly in people's minds." This statement is based on actual economic activity – as measured by job gains, industrial production and retail sales – remaining strong and indicating growth. External forces and pressures such as the war in Ukraine or housing market problems in China do not impact the United States as much as other nations. While these major issues undoubtedly impact millions around the world, the US economy is not as exposed to these problems as some analysts assume.

The Deloitte Insights analysis goes on to say the real case for recession involves the Federal Reserve's actions to slow the economy. Many analysts see the increase in the Fed funds rate leading to a recession. However, comparing current Fed funds rate increases to those of the early 1980's, the rate of increase has been slower. And while the increase to the Fed funds rate in the early 1980's did lead to recessions, "it took a lot more tightening than we've seen so far this time around." Moreover, the case can be made the US economy may be less sensitive to interest rates than in prior years.

Regardless of these impact's overall effect on the economy, many analysts see a recession in 2023 as more than likely. The key question is how deep and prolonged such a recession could be. Given the impact consumers have on the economy – nationally, regionally and most importantly locally – it is prudent to focus on retail activity as an indicator of both short and long-term economic growth. Consumer spending could return to pre-pandemic patterns: less on durable goods and more on services. One forecast shows durable goods spending levelling off in 2023 and beyond, with a steady increase in services spending, that could surpass spending on non-durables.

These forecasts still show a steady increase in spending in these areas, even if the pandemic trend of spending in durables levels off. The key point is that consumers will continue to spend, at levels above those seen pre-pandemic. That is important to Montebello, since 36.6% of General Fund revenue comes from sales tax. So long as retail activity remains robust – even as inflation continues to be elevated – the City can count on healthy sales tax revenue. It should be noted that out-year sales tax projections are tempered, indicating growth rates under two percent (2.0%).

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax base. Looking ahead, there is much to be excited about in Montebello in this arena, with several projects underway in FY 2022-23 that will contribute to the City's long-term economic health and viability.

The issuance of $15.140 million in lease revenue bonds in September, 2022 will usher in a new era for the City's public golf course These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project will be funded with the $55.4 million in lease revenue bonds issued in December, 2022. In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service. The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property. In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow is estimated to close in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up repot noted this recommendation and continued to support the sale. The $15.8 million in proceeds the City will receive will help boost its General Fund reserves in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased to $14.716 million as of June 30, 2022. The proceeds from the sale of the water system will more than double these reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies (first adopted in June, 2020).

In FY 2021-22, the City began much needed work to upgrade its information technology infrastructure. This project will be funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total $16.59 million in CSLFRF revenue received by Montebello has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

- These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2021-22 are the following: Issuance of $15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Issuing bonds to construct a Topgolf on 15 acres of the City's public golf course
- Substantial completion of "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's again sewer system
- Expansion of the Montebello Community Assistance Program (MCAP), aimed at helping the City's unhoused population
- Approval of a Housing Element by the State's Housing and Community Development Department, making Montebello only the second city in Los Angeles County to have a current approved plan
- Significant progress on the City's General Plan update, the first in over forty years
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the second time in the history of the City

Management and the City Council continue to be dedicated to improving Montebello's long-term sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report can be answered by visiting the City's website at www.montebeloca.gov.

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BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

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City of Montebello
Statement of Net Position
June 30, 2022

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments	$ 62,724,376	$ 17,794,854	$ 80,519,230
Taxes receivable	5,600,887	-	5,600,887
Accounts receivable	5,396,004	11,875,942	17,271,946
Interest receivable	112,522	-	112,522
Notes receivable	495,693	-	495,693
Due from other governments	4,979,426	-	4,979,426
Prepaid items	346,129	413,464	759,593
Inventories	-	1,405,122	1,405,122
Internal balances	7,146,134	(7,146,134)	-
Total current assets	86,801,171	24,343,248	111,144,419
Noncurrent assets:			
Restricted cash and investments	15,186,067	12,682,854	27,868,921
Land held for resale	1,679,368	-	1,679,368
Net pension assets	52,134,867	17,580,885	69,715,752
Capital assets:			
Non-depreciable assets	42,330,867	19,737,407	62,068,274
Depreciable assets (net of depreciation)	62,286,529	86,599,231	148,885,760
Total capital assets, net	104,617,396	106,336,638	210,954,034
Total noncurrent assets	173,617,698	136,600,377	310,218,075
Total assets	260,418,869	160,943,625	421,362,494
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows of resources	6,247,861	1,629,574	7,877,435
Other postemployment benefits related deferred outflows if resources	5,335,951	676,388	6,012,339
Unamortized loss on defeasance of debt	134,111	40,963	175,074
Total deferred outflows of resources	11,717,923	2,346,925	14,064,848
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	3,936,004	3,504,485	7,440,489
Accrued interest	844,561	370,834	1,215,395
Deposits payable	-	134,182	134,182
Due to other governments	7,381	2,750	10,131
Unearned revenue	17,452,022	2,028,961	19,480,983
Long-term liabilities, due within one year	16,569,110	4,557,912	21,127,022
Total current liabilities	38,809,078	10,599,124	49,408,202
Noncurrent liabilities:			
Long-term liabilities, due in more than one year	161,525,505	105,804,790	267,330,295
Net other postemployment benefits liability	29,905,997	3,790,901	33,696,898
Total noncurrent liabilities	191,431,502	109,595,691	301,027,193
Total liabilities	230,240,580	120,194,815	350,435,395
DEFERRED INFLOWS OF RESOURCES			
Deferred gain on refunding of debt	-	529,498	529,498
Pension related deferred inflows of resources	38,749,254	12,563,853	51,313,107
Other postemployment benefits related deferred inflows of resources	2,365,627	299,868	2,665,495
Total deferred inflows of resources	41,114,881	13,393,219	54,508,100
NET POSITION			
Net investment in capital assets	79,727,948	34,948,689	114,676,637
Restricted for:			
Retirement	21,046,898	-	21,046,898
Community development	9,212,429	-	9,212,429
Public safety	965,996	-	965,996
Capital projects	214,580	-	214,580
Transportation	13,854,886	-	13,854,886
Debt service	371,706	12,636,555	13,008,261
Total restricted	45,666,495	12,636,555	58,303,050
Unrestricted (deficit)	(124,613,112)	(17,882,728)	(142,495,840)
Total net position (deficit)	$ 781,331	$ 29,702,516	$ 30,483,847

City of Montebello
Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Total
Governmental activities:					
General government	$ 13,983,490	$ 4,823,331	$ 1,602,604	$ 550	$ 6,426,485
Public safety	31,790,604	4,576,406	18,668,562	705,696	23,950,664
Public works	16,052,469	4,680,288	8,504,120	49,373	13,233,781
Parks, recreation, and culture	5,406,906	220,152	2,739,257	194,517	3,153,926
Housing and community development	2,346,627	4,111,335	728,456	1,211,892	6,051,683
Unallocated infrastructure depreciation	700,608	-	-	-	-
Interest and fiscal charges	5,548,594	-	-	-	-
Total governmental activities	75,829,298	18,411,512	32,242,999	2,162,028	52,816,539
Business-type Activities:					
Transit system	29,280,305	2,201,947	26,342,293	15,879,414	44,423,654
Golf course	2,735,232	2,945,485	-	-	2,945,485
Montebello Hilton	5,088,673	5,357,504	-	-	5,357,504
Home2Suites	9,782,114	12,050,342	-	-	12,050,342
Water utility	2,343,193	2,607,898			2,607,898
Total business-type activities	49,229,517	25,163,176	26,342,293	15,879,414	67,384,883
Total	$ 125,058,815	$ 43,574,688	$ 58,585,292	$ 18,041,442	$ 120,201,422

City of Montebello
Statement of Activities (Continued)
For the Year Ended June 30, 2022

Functions/Programs	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
Governmental activities:			
General government	$ (7,557,005)	$ -	$ (7,557,005)
Public safety	(7,839,940)	-	(7,839,940)
Public works	(2,818,688)	-	(2,818,688)
Parks, recreation, and culture	(2,252,980)	-	(2,252,980)
Housing and community development	3,705,056	-	3,705,056
Unallocated infrastructure depreciation	(700,608)	-	(700,608)
Interest and fiscal charges	(5,548,594)	-	(5,548,594)
Total governmental activities	(23,012,759)	-	(23,012,759)
Business-type Activities:			
Transit system	-	15,143,349	15,143,349
Golf course	-	210,253	210,253
Montebello Hilton	-	268,831	268,831
Hotel2Suites	-	2,268,228	2,268,228
Water utility	-	264,705	264,705
Total business-type activities	-	18,155,366	18,155,366
Total	(23,012,759)	18,155,366	(4,857,393)
General revenues:			
Taxes:			
Property taxes	6,565,336	-	6,565,336
Sales tax	25,378,979	-	25,378,979
Franchise taxes	2,300,508	-	2,300,508
Transient occupancy tax	340,195	-	340,195
Property tax in lieu of vehicle license fee	7,629,793	-	7,629,793
Other taxes	290,889	-	290,889
Total taxes	42,505,700	-	42,505,700
Investment (loss) income	(761,829)	77,003	(684,826)
Other revenues	2,071,400	-	2,071,400
Transfers	(6,627)	6,627	-
Total general revenues and transfers	43,808,644	83,630	43,892,274
Changes in net position	20,795,885	18,238,996	39,034,881
Net position (deficit):			
Beginning of year, as restated (Note 16)	(20,014,554)	11,463,520	(8,551,034)
End of year	$ 781,331	$ 29,702,516	$ 30,483,847

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FUND FINANCIAL STATEMENTS

The Fund Financial Statements only present individual major funds, while nonmajor funds are combined in a single column. Major funds are generally defined as having significant activities or balances in the current year.

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

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MAJOR GOVERNMENTAL FUNDS

The funds described below were determined to be Major Funds. Individual nonmajor funds may be found in the Supplementary Information Section.

GENERAL FUND

The **General Fund** is the primary operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources of this fund include property tax, sales tax, transient occupancy tax, business license tax, utility users tax and charges for services. These revenues support the general operations of the City, which include police, fire, street maintenance, parks, recreation, planning and general government. In addition, the General Fund finances many capital improvements each year.

RETIREMENT FUND SPECIAL REVENUE FUND

The City of Montebello voters twice approved a Property Tax Override (PTO) in 1946 and again in 1976 (affirmation vote) to be utilized to pay for retirement related pension costs (i.e., PERS related expenditures). Ordinance No 2148 (1996) codified the tax rate at $0.197875 per $100 of assessed valuation (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 revenue is utilized to pay for unfunded actuarial liability (UAL), normal costs, and effective FY 2020-21, debt service on Pension Obligation Bonds.

TRANSPORTATION AND STREET IMPROVEMENT SPECIAL REVENUE FUNDS

To account for the all transportation and street repair maintenance funds that were previously reported separately as Gas Tax Special Revenue Fund, Road Maintenance and Rehabilitation Special Revenue Fund, Prop A Local, Special Revenue Fund, Prop C Local Special Revenue Fund, Measure R Local Special Revenue Fund, and Measure M Local Special Revenue Fund. A combining statement of these funds is shown in the supplementary information.

PUBLIC FINANCING AUTHORITY DEBT SERVICE FUND

Montebello pays debt service on bond issues and lease payments for equipment. This fund records various debt related expenses. Funds are transferred into this fund (Transfers In) and debt service is recorded when paid.

City of Montebello
Balance Sheet
Governmental Funds
June 30, 2022

	General Fund	Special Revenue Funds: Retirement Fund	Special Revenue Funds: Transportation and Street Improvement Funds	Debt Service Fund: Public Financing Authority
ASSETS				
Cash and investments	$ 19,131,893	$ 20,396,902	$ 14,282,547	$ -
Accounts receivable	2,042,338	-	229,476	-
Interest receivable	112,522	-	-	-
Taxes receivable	4,949,073	649,996	-	-
Notes receivable	-	-	-	-
Due from other funds	5,555,019	-	-	376,060
Due from other governments	34,737	-	-	-
Advances to other funds	3,159,680	-	-	-
Prepaid items	195,722	-	28,970	-
Property held for resale	682,538	-	-	-
Restricted assets:				
Cash and investments held by fiscal agents	374,594	-	14,786,770	24,703
Total assets	$ 36,238,116	$ 21,046,898	$ 29,327,763	$ 400,763
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 2,912,815	$ -	$ 657,137	$ -
Due to other funds	1,475,000	-	-	29,057
Due to other governments	7,381	-	-	-
Unearned revenues	17,126,666	-	-	-
Total Liabilities	21,521,862	-	657,137	29,057
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances:				
Nonspendable	4,037,940	-	28,970	-
Restricted	374,594	21,046,898	28,641,656	371,706
Committed	459,491	-	-	-
Unassigned (deficit)	9,844,229	-	-	-
Total fund balances	14,716,254	21,046,898	28,670,626	371,706
Total liabilities, deferred inflows of resources, and fund balances	$ 36,238,116	$ 21,046,898	$ 29,327,763	$ 400,763

City of Montebello
Balance Sheet (Continued)
Governmental Funds
June 30, 2022

	Other Nonmajor Governmental Funds	Total Governmental Funds
ASSETS		
Cash and investments	$ 1,778,386	$ 55,589,728
Accounts receivable	3,120,294	5,392,108
Interest receivable	-	112,522
Taxes receivable	1,818	5,600,887
Notes receivable	495,693	495,693
Due from other funds	1,475,000	7,406,079
Due from other governments	4,944,689	4,979,426
Advances to other funds	-	3,159,680
Prepaid items	121,437	346,129
Property held for resale	996,830	1,679,368
Restricted assets:		
Cash and investments held by fiscal agents	-	15,186,067
Total assets	$ 12,934,147	$ 99,947,687
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		
Liabilities:		
Accounts payable and accrued liabilities	$ 349,457	$ 3,919,409
Due to other funds	1,915,568	3,419,625
Due to other governments	-	7,381
Unearned revenues	325,356	17,452,022
Total Liabilities	2,590,381	24,798,437
Deferred Inflows of Resources:		
Unavailable revenues	455,405	455,405
Total deferred inflows of resources	455,405	455,405
Fund Balances:		
Nonspendable	121,437	4,188,347
Restricted	10,029,884	60,464,738
Committed	-	459,491
Unassigned (deficit)	(262,960)	9,581,269
Total fund balances	9,888,361	74,693,845
Total liabilities, deferred inflows of resources, and fund balances	$ 12,934,147	$ 99,947,687

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City of Montebello
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2022

Total fund balances reported on the governmental funds balance sheet		$ 74,693,845
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:		
Capital assets used in governmental activities are not current assets or provides financial resources and therefore are not reported in the Governmental Funds.		104,617,396
Internal service funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance to individual governmental funds. Currently due assets and liabilities of these funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position.		(20,326,439)
Revenues earned but not available to pay for current expenditures for governmental funds are reported as unavailable revenue in the Governmental Funds Balance Sheet.		455,405
Compensated absences were not due and payable in the current period; therefore, they were not reported in the governmental fund balance sheets, net of $(3,777) reported in Internal Service Funds.		(5,588,405)
Net pension liabilities and the related deferred outflows and inflows of resources were not due and payable in the current period; therefore, they were not reported in the governmental fund balance sheets:		
Deferred outflows of resources	6,247,861	
Net pension assets	52,134,867	
Deferred inflows of resources	(38,749,254)	19,633,474
Net other postemployment benefits liability and the related deferred outflows and inflows of resources were not due and payable in the current period; therefore, they were not reported in the governmental fund balance sheets:		
Deferred outflows of resources	$ 5,335,951	
Net other postemployment benefits liability	(29,905,997)	
Deferred inflows of resources	(2,365,627)	(26,935,673)
Long-term debts and related payables were not due and payable in the current period; therefore, they were not reported in the governmental fund balance sheets:		
Bonds and loans payable, net of premium and discount	(145,057,822)	
Unamortized loss on defeasance of debt	134,111	
Interest payable	(844,561)	(145,768,272)
Net position (deficit) of governmental activities:		$ 781,331

City of Montebello
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2022

	General Fund	Special Revenue Funds: Retirement Fund	Special Revenue Funds: Transportation and Street Improvement Funds	Debt Service Fund: Public Financing Authority
REVENUES:				
Taxes	$ 42,505,700	$ 14,569,128	$ -	$ -
Intergovernmental	6,311,326	-	7,799,136	-
Licenses and permits	7,806,258	-	-	-
Fines and forfeitures	2,512,256	-	-	-
Use of money and property	(869,471)	98,079	84,531	543
Charges for services	8,077,509	-	-	-
Other revenue	560,220	-	-	1,506,936
Total revenues	66,903,798	14,667,207	7,883,667	1,507,479
EXPENDITURES:				
Current:				
General government	7,508,181	191,001	-	-
Public safety	33,255,910	-	-	-
Public works	11,882,266	-	780,492	-
Parks, recreation, and culture	4,711,686	-	-	-
Housing and community development	2,370,064	-	-	-
Capital outlay	2,073,997	-	5,396,999	-
Debt service:				
Principal	1,254,815	-	-	5,876,027
Interest and fiscal charges	397,418	-	-	5,170,131
Total expenditures	63,454,337	191,001	6,177,491	11,046,158
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,449,461	14,476,206	1,706,176	(9,538,679)
OTHER FINANCING SOURCES (USES):				
Transfers in	3,637,348	-	-	9,532,529
Transfers out	-	(11,040,588)	(2,135,916)	-
Proceeds from sale of assets	44,300	-	-	-
Total other financing sources (uses)	3,681,648	(11,040,588)	(2,135,916)	9,532,529
NET CHANGE IN FUND BALANCES	7,131,109	3,435,618	(429,740)	(6,150)
FUND BALANCES:				
Beginning of year, as restated (Note 16)	7,585,145	17,611,280	29,100,366	377,856
End of year	$ 14,716,254	$ 21,046,898	$ 28,670,626	$ 371,706

City of Montebello
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Governmental Funds
For the Year Ended June 30, 2022

	Other Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:		
Taxes	$ -	$ 57,074,828
Intergovernmental	5,147,910	19,258,372
Licenses and permits	-	7,806,258
Fines and forfeitures	-	2,512,256
Use of money and property	13,947	(672,371)
Charges for services	-	8,077,509
Other revenue	52,397	2,119,553
Total revenues	5,214,254	96,176,405
EXPENDITURES:		
Current:		
General government:	-	7,699,182
Public safety	1,916,718	35,172,628
Public works	869,375	13,532,133
Parks and recreation	810,546	5,522,232
Housing and community development	284,597	2,654,661
Capital outlay	192,310	7,663,306
Debt service:		
Principal	425,000	7,555,842
Interest and fiscal charges	46,595	5,614,144
Total expenditures	4,545,141	85,414,128
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	669,113	10,762,277
OTHER FINANCING SOURCES (USES):		
Transfers in	-	13,169,877
Transfers out	-	(13,176,504)
Proceeds from sale of assets	-	44,300
Total other financing sources (uses)	-	37,673
NET CHANGE IN FUND BALANCES	669,113	10,799,950
FUND BALANCES:		
Beginning of year, as restated (Note 16)	9,219,248	63,893,895
End of year	$ 9,888,361	$ 74,693,845

City of Montebello
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities
For the Year Ended June 30, 2022

Net change in fund balances - total governmental funds:		$ 10,799,950
Amounts reported for governmental activities in the Statement of Activities are different because of the following:		
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities, the portion of the cost attributed to capital assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense. The remaining amounts are expensed and allocated to the programs they support.		
The capital outlay expenditures	$ 7,961,454	
Depreciation expense	(3,408,289)	
Net effect of disposal of capital assets	(2,265,654)	2,287,511
Revenues in the Government-Wide Statement of Activities that do not provide current financial resources and are not reported as revenue in the governmental funds.		455,405
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.		
Repayment of debt principal	7,555,842	
Interest and amortization expense	65,550	7,621,392
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds:		
Pension credit, net of contribution made after measurement date	9,277,991	
OPEB expense, net of contribution made after measurement date	(600,440)	
Compensated absences	(2,614,819)	6,062,732
Internal Service Funds are used by management to charge the costs of insurance activities to individual funds. The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental funds is reported with governmental activities, because they service those activities.		(6,431,105)
Change in net position of governmental activities		$ 20,795,885

PROPRIETARY FUND FINANCIAL STATEMENTS

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MAJOR PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The concept of major funds extends to Proprietary Funds. The City has identified the funds below as major proprietary funds.

TRANSIT SYSTEM FUND

This fund is used to account for all revenues and expenses related to the operations of the City's transit service. The City of Montebello operates a bus line: Montebello Bus Lines. This fund is utilized to track revenue and expenditures for all operations. The revenue recorded in this fund is comprised of fares, Local Return Funds (LA County Metro) and Federal funds. Operating expenses include salaries and benefits of bus operators and mechanics, fuel, supplies for bus repairs, and other related expenditures.

GOLF COURSE FUND

This fund is used to account for all revenues and expenses related to the operations of the Montebello Municipal Golf Course. The City owns and operates an eighteen hole championship Golf Course, in operation since 1926. This enterprise fund accounts for the operations of the golf course: staff, maintenance, repairs, etc. In addition, the fund accounts for revenue and operating expenses of the Quiet Cannon, an event and conference space that is owned by the City but operated by a management company.

MONTEBELLO HILTON FUND

This fund is used to account for revenues and expenses related to the operations of the Montebello Hilton (i.e., Hilton Garden Inn). This City owned hotel has been in operation since 2004 and is operated by a management company. It is a full service hotel that offers a full range of amenities: business center, meeting rooms, bar/restaurant, swimming pool, etc. It is adjacent to the City's eighteen-hole championship golf course.

HOME2SUITES FUND

This fund is used to account for revenues and expenses related to the operations of the Montebello Home2Suites Hotel. This City owned hotel opened in 2018 and is operated by a management company. It is a full-service hotel that caters to the long-term business traveler.

WATER UTILITY FUND

This fund is used to account for the revenue and expenses of the Water Fund. The City contracts with a third-party, the San Gabriel Valley Water Company ("SGVWC"), for the operation and maintenance of this utility. In May 2020 the City received approval to move forward with the sale of its water system to SGVWC. The Public Utilities Commission ("PUC") gave final approval of the sale in November 2021. It is anticipated that the sale will be completed by June 30, 2023. All activities necessary to provide such service are accounted for in this fund including, but not limited to administration, operations, maintenance, financing, billing and collections.

City of Montebello
Statement of Net Position
Proprietary Funds
June 30, 2022

	Business-type Activities - Enterprise Funds				
	Transit System	Golf Course	Montebello Hilton	Home2Suites	Water
ASSETS					
Current assets:					
Cash and investments	$ 15,350,137	$ -	$ 277,514	$ 1,270,809	$ 896,394
Accounts receivable	9,966,661	212,638	772,292	740,731	183,620
Inventories	1,336,597	66,175	480	1,870	-
Prepaid items	71,882	-	129,980	211,602	-
Restricted:					
Cash and investments with fiscal agents	55,070	-	2,263,460	10,364,324	-
Total current assets	26,780,347	278,813	3,443,726	12,589,336	1,080,014
Noncurrent assets:					
Net pension assets	17,580,885	-	-	-	-
Capital assets:					
Nondepreciable	15,554,952	3,581,034	566,421	-	35,000
Depreciable	101,016,821	13,455,748	19,715,754	49,083,848	3,137,430
Accumulated depreciation	(74,605,641)	(9,931,757)	(8,419,244)	(4,601,611)	(2,252,117)
Total capital assets, net	41,966,132	7,105,025	11,862,931	44,482,237	920,313
Total noncurrent assets	59,547,017	7,105,025	11,862,931	44,482,237	920,313
Total assets	86,327,364	7,383,838	15,306,657	57,071,573	2,000,327
DEFERRED OUTFLOWS OF RESOURCES					
Pension related	1,629,574	-	-	-	-
Other postemployment benefits related	676,388	-	-	-	-
Deferred charges on refunding	-	40,963	-	-	-
Total deferred outflows of resources	2,305,962	40,963	-	-	-

(Continued)

City of Montebello
Statement of Net Position (Continued)
Proprietary Funds
June 30, 2022

	Business-type Activities - Enterprise Funds	Governmental Activities - Internal Service Fund
	Total	Self-insurance
ASSETS		
Current assets:		
Cash and investments	$ 17,794,854	$ 7,134,648
Accounts receivable	11,875,942	3,896
Inventories	1,405,122	-
Prepaid items	413,464	-
Restricted:		
Cash and investments with fiscal agents	12,682,854	-
Total current assets	44,172,236	7,138,544
Noncurrent assets:		
Net pension assets	17,580,885	-
Capital assets:		
Nondepreciable	19,737,407	-
Depreciable	186,409,601	-
Accumulated depreciation	(99,810,370)	-
Total capital assets, net	106,336,638	-
Total noncurrent assets	123,917,523	-
Total assets	168,089,759	7,138,544
DEFERRED OUTFLOWS OF RESOURCES		
Pension related	1,629,574	-
Other postemployment benefits related	676,388	-
Deferred charges on refunding	40,963	-
Total deferred outflows of resources	2,346,925	-

(Continued)

City of Montebello
Statement of Net Position (Continued)
Proprietary Funds
June 30, 2022

	Business-type Activities - Enterprise Funds				
	Transit System Fund	Golf Course	Montebello Hilton	Home2Suites	Water Fund
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	1,117,265	244,824	1,112,922	937,377	92,097
Interest payable	115,575	11,535	34,000	206,954	2,770
Deposits payable	-	400	30,486	71,621	31,675
Due to other funds	-	3,986,454	-	-	-
Due to other governments	-	-	-	2,750	-
Unearned revenue	2,028,961	-	-	-	-
Compensated absences, due within one year	880,294	-	-	-	-
Claims payable, due within one year	-	-	-	-	-
Bonds and notes payable, due within one year	1,453,083	409,535	650,000	1,165,000	-
Total current liabilities	5,595,178	4,652,748	1,827,408	2,383,702	126,542
Noncurrent liabilities:					
Advances from other funds	-	-	2,300,000	859,680	-
Compensated absences, due in more than one year	394,594	-	-	-	-
Claims payable, due in more than one year	-	-	-	-	-
Bonds and notes payable, due in more than one year	37,325,804	1,616,517	10,733,313	55,553,005	181,557
Net other postemployment benefits liability	3,790,901	-	-	-	-
Total noncurrent liabilities	41,511,299	1,616,517	13,033,313	56,412,685	181,557
Total liabilities	47,106,477	6,269,265	14,860,721	58,796,387	308,099
DEFERRED INFLOWS OF RESOURCES					
Deferred gain on refunding	-	-	529,498	-	-
Pension related	12,563,853	-	-	-	-
Other postemployment benefits related	299,868	-	-	-	-
Total deferred inflows of resources	12,863,721	-	529,498	-	-
NET POSITION					
Net investment in capital assets	41,375,645	5,119,936	(49,880)	(12,235,768)	738,756
Restricted for debt service	8,771	-	2,263,460	10,364,324	-
Unrestricted (deficit)	(12,721,288)	(3,964,400)	(2,297,142)	146,630	953,472
Total net position	$ 28,663,128	$ 1,155,536	$ (83,562)	$ (1,724,814)	$ 1,692,228

(Continued)

City of Montebello
Statement of Net Position (Continued)
Proprietary Funds
June 30, 2022

	Business-type Activities - Enterprise Funds	Governmental Activities - Internal Service Fund
	Total	Self-insurance
LIABILITIES		
Current liabilities:		
Accounts payable and accrued liabilities	3,504,485	16,595
Interest payable	370,834	-
Deposits payable	134,182	-
Due to other funds	3,986,454	-
Due to other governments	2,750	-
Unearned revenue	2,028,961	-
Compensated absences, due within one year	880,294	3,777
Claims payable, due within one year	-	6,696,705
Bonds and notes payable, due within one year	3,677,618	-
Total current liabilities	14,585,578	6,717,077
Noncurrent liabilities:		
Advances from other funds	3,159,680	-
Compensated absences, due in more than one year	394,594	-
Claims payable, due in more than one year	-	20,747,906
Bonds and notes payable, due in more than one year	105,410,196	-
Net other postemployment benefits liability	3,790,901	-
Total noncurrent liabilities	112,755,371	20,747,906
Total liabilities	127,340,949	27,464,983
DEFERRED INFLOWS OF RESOURCES		
Deferred gain on refunding	529,498	-
Pension related	12,563,853	-
Other postemployment benefits related	299,868	-
Total deferred inflows of resources	13,393,219	-
NET POSITION		
Net investment in capital assets	34,948,689	-
Restricted for debt service	12,636,555	-
Unrestricted (deficit)	(17,882,728)	(20,326,439)
Total net position	$ 29,702,516	$ (20,326,439)

(Concluded)

City of Montebello
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds				
	Transit System	Golf Course	Montebello Hilton	Home2Suites	Water
OPERATING REVENUES:					
Charges for services	$ 2,092,340	$ 2,940,434	$ 5,256,495	$ 11,968,958	$ 2,607,898
Operating subsidies:					
Proposition "A" discretionary	5,681,362	-	-	-	-
Proposition "C" discretionary	3,812,459	-	-	-	-
Measure M	3,592,001	-	-	-	-
Measure R	3,604,280	-	-	-	-
Federal and state transit assistance	9,652,191	-	-	-	-
Total operating subsidies:	26,342,293	-	-	-	-
Other	104,707	5,051	101,009	81,384	-
Total operating revenues	28,539,340	2,945,485	5,357,504	12,050,342	2,607,898
OPERATING EXPENSES:					
Salaries and benefits expense (credit)	13,550,771	(261,683)	1,176,667	1,769,105	1,116
Materials and supplies	3,098,640	27,756	209,443	-	-
Food and beverage	-	-	446,424	548,968	-
Repairs and maintenance	136,811	205	-	15	-
Utilities	319,575	950,729	242,266	310,714	187,749
Insurance claims and premiums	2,100,000	-	79,200	94,568	-
Contractual services	1,981,382	1,349,987	415,037	951,532	1,983,319
Franchise fees	-	-	162,276	537,571	-
Depreciation	4,330,533	233,298	430,301	1,227,097	5,680
Administrative expense	1,953,337	357,080	1,060,461	2,007,223	160,602
Other expenses	374,753	5,766	595,623	7,832	-
Total operating expenses	27,845,802	2,663,138	4,817,698	7,454,625	2,338,466
Operating income (loss)	693,538	282,347	539,806	4,595,717	269,432
NONOPERATING REVENUES (EXPENSES):					
Investment income	58,265	-	2,240	12,142	4,356
Interest and fiscal charges	(1,434,503)	(72,094)	(270,975)	(2,327,489)	(4,727)
Gain on sale of assets	4,900	-	-	-	-
Total nonoperating revenues (expenses)	(1,371,338)	(72,094)	(268,735)	(2,315,347)	(371)
Income before contribution and transfers	(677,800)	210,253	271,071	2,280,370	269,061
CONTRIBUTIONS AND TRANSFERS:					
Federal and state capital grants	15,879,414	-	-	-	-
Transfers in	-	6,627	-	-	-
Total contributions and transfers	15,879,414	6,627	-	-	-
Change in net position	15,201,614	216,880	271,071	2,280,370	269,061
NET POSITION:					
Beginning of year	13,461,514	938,656	(354,633)	(4,005,184)	1,423,167
End of year	$ 28,663,128	$ 1,155,536	$ (83,562)	$ (1,724,814)	$ 1,692,228

(Continued)

City of Montebello
Statement of Revenues, Expenses, and Changes in Net Position (Continued)
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds	Governmental Activities - Internal Service Fund
	Total	Self-insurance
OPERATING REVENUES:		
Charges for services	$ 24,866,125	$ 8,528,226
Operating subsidies:		
Proposition "A" discretionary	5,681,362	-
Proposition "C" discretionary	3,812,459	-
Measure M	3,592,001	-
Measure R	3,604,280	-
Federal and state transit assistance	9,652,191	-
Total operating subsidies:	26,342,293	-
Other	292,151	-
Total operating revenues	51,500,569	8,528,226
OPERATING EXPENSES:		
Salaries and benefits	16,235,976	-
Materials and supplies	3,335,839	-
Food and beverage	995,392	-
Repairs and maintenance	137,031	-
Utilities	2,011,033	-
Insurance claims and premiums	2,273,768	14,474,506
Contractual services	6,681,257	484,825
Franchise fees	699,847	-
Depreciation	6,226,909	-
Administrative expense	5,538,703	-
Other expenses	983,974	-
Total operating expenses	45,119,729	14,959,331
Operating income (loss)	6,380,840	(6,431,105)
NONOPERATING REVENUES (EXPENSES):		
Investment income	77,003	-
Interest and fiscal charges	(4,109,788)	-
Gain on sale of assets	4,900	-
Total nonoperating revenues (expenses)	(4,027,885)	-
Income before contribution and transfers	2,352,955	(6,431,105)
CONTRIBUTIONS AND TRANSFERS:		
Federal and state capital grants	15,879,414	-
Transfers in	6,627	-
Total contributions and transfers	15,886,041	-
Change in net position	18,238,996	(6,431,105)
NET POSITION:		
Beginning of year	11,463,520	(13,895,334)
End of year	$ 29,702,516	$ (20,326,439)

(Concluded)

City of Montebello
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds				
	Transit System	Golf Course	Montebello Hilton	Home2Suites	Water
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers and users	$ 8,714,866	$ 2,739,875	$ 5,064,274	$ 11,517,872	$ 2,658,540
Payments to suppliers	(10,408,896)	(2,474,882)	(4,299,656)	(6,249,139)	(2,348,587)
Payments to employees	(17,011,769)	(162,840)	(1,177,294)	(1,735,000)	329
Operating subsidies received from Federal and State	26,114,585	-	-	-	-
Claims and insurance paid	-	-	-	-	-
Cash flows provided by (used in) operating activities	7,408,786	102,153	(412,676)	3,533,733	310,282
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Principal payment on pension obligation bonds	(1,384,173)	-	-	-	-
Interest paid on pension obligation bonds	(1,412,735)	-	-	-	-
Interfund receipts	-	-	-	862,430	-
Interfund payments	(219,255)	1,619,544	(378,454)	(1,076,515)	-
Transfers in	-	6,627	-	-	-
Cash flows provided by (used in) noncapital financing activities	(3,016,163)	1,626,171	(378,454)	(214,085)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Federal and State capital grants	15,879,414	-	-	-	-
Acquisition of capital assets	(8,349,823)	(1,211,034)	(6,940)	-	-
Proceed from sale of assets	4,900	-	-	-	-
Debt principal repayment	(215,443)	(443,892)	-	(1,110,000)	(76,307)
Interest paid	(48,964)	(75,775)	(408,000)	(2,545,519)	(4,240)
Cash flows provided by (used in) capital and related financing activities	7,270,084	(1,730,701)	(414,940)	(3,655,519)	(80,547)
CASH FLOWS FROM INVESTING ACTIVITIES					
Investment earning	58,265	-	2,240	12,142	4,356
Cash flows provided by investing activities	58,265	-	2,240	12,142	4,356
Net increase (decrease) in cash and investments	11,720,972	(2,377)	(1,203,830)	(323,729)	234,091
CASH AND INVESTMENTS:					
Beginning of year	3,684,235	2,377	3,744,804	11,958,862	662,303
End of year	$ 15,405,207	$ -	$ 2,540,974	$ 11,635,133	$ 896,394
CASH AND INVESTMENTS:					
Cash and investments (as restated)	$ 15,350,137	$ -	$ 277,514	$ 1,270,809	$ 896,394
Cash and investments with fiscal agents	55,070	-	2,263,460	10,364,324	-
Total cash and investments	$ 15,405,207	$ -	$ 2,540,974	$ 11,635,133	$ 896,394

(Continued)

City of Montebello
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds				
	Transit System	Golf Course	Montebello Hilton	Home2Suites	Water
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating activities:					
Operating income (loss)	$ 693,538	$ 282,347	$ 539,806	$ 4,595,717	$ 269,432
Adjustments to reconcile operating income (loss) to net cash flows provided by (used in) operating activities:					
Depreciation	4,330,533	233,298	430,301	1,227,097	5,680
(Increase) decrease in:					
Accounts receivable	6,517,819	(205,610)	(310,158)	(603,709)	50,642
Inventories	32,843	4,106	(480)	(82)	-
Prepaid items	(21,177)	-	(91,510)	(178,143)	-
Net pension assets	(16,636,432)	29,444	-	-	330
Pension related deferred outflows of resources	1,284,944	90,862	-	-	1,019
Other postemployment benefits related deferred outflows of resources	(261,260)	59,975	-	-	-
Increase (decrease) in:					
Accounts payable and accrued liabilities	(360,058)	211,214	(997,563)	(1,578,386)	(16,588)
Deposit payable	-	-	16,928	71,239	-
Unearned revenue	(227,708)	-	-	-	-
Compensated absences	(4,336)	(15,300)	-	-	-
Claims payable	-	-	-	-	-
Net other postemployment benefits liability	278,303	(507,479)	-	-	-
Pension related deferred inflows of resources	11,896,510	(20,805)	-	-	(233)
Other postemployment benefits related deferred inflows of resources	(114,733)	(59,899)	-	-	-
Cash flows provided by (used in) operating activities	$ 7,408,786	$ 102,153	$ (412,676)	$ 3,533,733	$ 310,282

(Continued)

City of Montebello
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds	Governmental Activities - Internal Service Fund
	Total	Self-insurance
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers and users	$ 30,695,427	$ 8,528,226
Payments to suppliers	(25,781,160)	(490,274)
Payments to employees	(20,086,574)	
Operating subsidies received from Federal and State	26,114,585	-
Claims and insurance paid	-	(10,631,125)
Cash flows provided by (used in) operating activities	10,942,278	(2,593,173)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Principal payment on pension obligation bonds	(1,384,173)	-
Interest paid on pension obligation bonds	(1,412,735)	-
Interfund receipts	862,430	-
Interfund payments	(54,680)	-
Transfers in	6,627	-
Cash flows provided by (used in) noncapital financing activities	(1,982,531)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Federal and State capital grants	15,879,414	-
Acquisition of capital assets	(9,567,797)	-
Proceed from sale of assets	4,900	-
Debt principal repayment	(1,845,642)	-
Interest paid	(3,082,498)	-
Cash flows provided by (used in) capital and related financing activities	1,388,377	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment earning	77,003	-
Cash flows provided by investing activities	77,003	-
Net increase (decrease) in cash and investments	10,425,127	(2,593,173)
CASH AND INVESTMENTS:		
Beginning of year	20,052,581	9,727,821
End of year	$ 30,477,708	$ 7,134,648
CASH AND INVESTMENTS:		
Cash and investments (as restated)	$ 17,794,854	$ -
Cash and investments with fiscal agents	12,682,854	-
Total cash and investments	$ 30,477,708	$ -

(Continued)

City of Montebello
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended June 30, 2022

	Business-type Activities - Enterprise Funds	Governmental Activities - Internal Service Fund
	Total	Self-insurance
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:		
Operating activities:		
Operating income (loss)	$ 6,380,840	$ (6,431,105)
Adjustments to reconcile operating income (loss) to net cash flows provided by (used in) operating activities:		
Depreciation	6,226,909	-
(Increase) decrease in:	-	
Accounts receivable	5,448,984	-
Inventories	36,387	-
Prepaid items	(290,830)	-
Net pension assets	(16,606,658)	-
Pension related deferred outflows of resources	1,376,825	-
Other postemployment benefits related deferred outflows of resources	(201,285)	-
Increase (decrease) in:		
Accounts payable and accrued liabilities	(2,741,381)	(5,449)
Deposit payable	88,167	
Unearned revenue	(227,708)	-
Compensated absences	(19,636)	-
Claims payable	-	3,843,381
Net other postemployment benefits liability	(229,176)	
Pension related deferred inflows of resources	11,875,472	-
Other postemployment benefits related deferred inflows of resources	(174,632)	-
Cash flows provided by (used in) operating activities	$ 10,942,278	$ (2,593,173)

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FIDUCIARY FUNDS

The City maintains two types of fiduciary funds: agency funds and private purpose trust funds. These funds are presented separately from the Entity-wide and Fund financial statements.

A private purpose trust fund is used to report all trust arrangements, other than those properly reported in pension trust funds or investment trust funds, under which principal and income benefit individuals, private organizations or other governments. A summary description of the City's fund is as follows:

Redevelopment Successor Agency Private Purpose Trust Fund – This fund was established to account for assets held by the Redevelopment Successor Agency pending distribution to the appropriate taxing entities after the payment of enforceable obligations that were in effect as of the signing of Assembly Bill X1 26.

Custodial funds account for assets held by the City as agent for individuals, governmental entities, and other organizations.

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City of Montebello
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2022

	Successor Agency Private-Purpose Trust Fund	Custodial Fund
ASSETS:		
Cash and investments	$ 19,226,231	$ 1,081,341
Accounts receivable	2,733	-
Interest receivable	26,234	-
Notes receivable	3,831,900	-
Due from the other governments	8,016	2,115
Land held for resale	1,627,486	-
Restricted assets:		
Cash with fiscal agents	1,996,774	-
Capital assets, net	10,793,236	-
Total assets	37,512,610	1,083,456
DEFERRED OUTFLOWS OF RESOURCES:		
Unamortized loss on defeasance of debt	143,052	-
Total deferred outflows of resources	143,052	1,083,456
LIABILITIES:		
Current liabilities:		
Accounts payable and accrued liabilities	17,705	-
Deposits payable	50,000	-
Accrued interest	200,138	-
Due to other governments	4,967,239	12,187
Bonds payable, due in one year	4,294,333	-
Noncurrent liabilities:		
Bonds payable, due in more than one year	14,680,817	-
Total liabilities	24,210,232	12,187
NET POSITION		
Held in trust for individuals, organizations, and other governments	$ 13,445,430	$ 1,071,269

City of Montebello
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	Successor Agency Private-Purpose Trust Fund	Custodial Fund
ADDITIONS:		
Redevelopment property trust tax fund	$ 7,040,722	$ -
Contributions	-	97,148
Investment income	(129,865)	116
Other income	188,430	-
Total additions	7,099,287	97,264
DEDUCTIONS:		
Contractual services	29,263	-
Payments for retiree benefits	-	164,700
General and administrative	35,118	2,716
Depreciation expense	228,550	-
Interest expense	1,007,461	-
Loss on disposal of property	2,100,000	-
Other deduction	40,508	139,005
Total deductions	3,440,900	306,421
CHANGE IN NET POSITION	3,658,387	(209,157)
NET POSITION:		
Beginning of year, as restated (Note 16)	9,787,043	1,280,426
End of year	$ 13,445,430	$ 1,071,269

NOTES TO THE BASIC FINANCIAL STATEMENTS

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City of Montebello
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For the Year Ended June 30, 2022

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Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Montebello, California, (the "City") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant policies:

A. Financial Reporting Entity

The City was incorporated on October 16, 1920 as a general law City, utilizing the City Council/City Manager form of government and provides the following services: general government, police, fire, street maintenance, parks, recreation, planning, public transit, golf course, two hotels, and water utility services.

Component Units

The financial statements includes the financial activities of the City of Montebello, the primary government, and its component units, entities for which the City is considered to be financially accountable. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body and the City is able to impose its will on that organization, or there is a financial benefits or financial burden relationship. The City is also considered to be financially accountable for an organization if that organization is fiscally dependent (i.e., it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval from the City) and there is a financial burden or benefit component to the relationship. In certain cases, other organizations are included as component units if the nature and significance of their operational and financial relationship with the City are such that their exclusion would cause the City's financial statements to be misleading or incomplete.

Management determined that the following component unit should be blended based on the criteria above:

Montebello Public Improvement Corporation ("MPIC")
The Montebello Public Improvement Corporation was formed in June 1990 as a nonprofit corporation. MPIC was formed for the purpose of acquisition and construction of various projects in the City under a financing agreement. The MPIC is not active.

Montebello Public Financing Authority (the "Authority")
The Montebello Public Financing Authority was established pursuant to a Joint Exercise of Powers Agreement, dated September 2, 1997, entered into by the City and the former Redevelopment Agency for the purpose, among others, of issuing bonds to be used to provide financial assistance to its members. The activities of the Authority are reported in the Debt Service and Capital Projects Funds. In August 2014, the Montebello Parking Authority replaced the Successor Agency as one of the principals in the Montebello Public Financing Authority.

Water System Improvement Corporation ("WSIC")
The Water System Improvement Corporation was formed in July 1972. The WSIC was formed for the purpose of rendering assisting the City in acquisition or improvement to the City's Water System facilities. The WSIC is not active.

Separate financial statements are not prepared for these blended component units.

Note 1 – Summary of Significant Accounting Policies (Continued)

A. Financial Reporting Entity (Continued)

Successor Agency to the Montebello Redevelopment Agency (the "Successor Agency")

Prior to its dissolution on February 1, 2012, the former Montebello Redevelopment Agency's (the "Agency") financial activity was reported as a component unit of the City. The primary purpose of the Agency was to eliminate blighted areas by encouraging development of residential, commercial, industrial, recreational, and public facilities.

Pursuant to the provisions of AB 1x26, the former Montebello Redevelopment Agency was dissolved and the Successor Agency to the Dissolved Montebello Redevelopment Agency ("Successor Agency") was created. Accordingly, all of the assets, liabilities and obligations of the former redevelopment agency were transferred to the Successor Agency and the Housing Successor Special Revenue Fund ("Housing Fund") of the City on February 1, 2012.

The City of Montebello currently serves as the Successor Agency to the former redevelopment agency that is responsible for revenue collection, maintaining the bond reserves, disposing of excess property and fulfilling the obligations of the dissolved Agency. The City Council serves as the Successor Agency's governing board.

Financial information for the Successor Agency is presented as a private-purpose trust fund.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The government-wide financial statements are reported using the "*economic resources*" measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Under the economic resources measurement focus, all assets and deferred outflows of resources and liabilities and deferred inflows of resources (whether current or noncurrent) are included in the Statement of Net Position. Operating statements present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Statement of Net Position and the Statement of Activities report information about the reporting government as a whole, except for its fiduciary activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government (including its blended component units) is reported separately from discretely presented component units for which the primary government is financially accountable. The City has no discretely presented component units. As a general rule, the effect of interfund activity has been eliminated from the government- wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's enterprise activities and various functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Government-Wide Financial Statements (Continued)

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Advances to and from other funds
- Transfers in and out

Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, grants, entitlements, and donations. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all the eligibility requirements have been satisfied.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Governmental Fund Financial Statements

A Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances are presented for all major governmental funds and aggregated nonmajor funds. Accompanying schedules are presented to reconcile and explain the differences in fund balances as presented in these statements, to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

Governmental fund financial statements are reported using the *"current financial resources*" measurement focus and the modified accrual basis of accounting. Under the current financial resources measurement focus, only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period. Noncurrent portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. However, special reporting treatments are used to indicate that they should not be considered "available spendable resources" since they do not represent net current assets. Recognition of governmental fund type revenue represented by noncurrent receivables is deferred until they become current receivables. Noncurrent portions of other long-term receivables are offset by fund balance nonspendable accounts.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Governmental Fund Financial Statements (Continued)

Under the modified accrual basis of accounting, revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except for principal and interest on general long-term liabilities, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities are reported as other financing sources.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period with the exception of interest not expected to be received within 60 days. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The General Fund is the primary operating fund of the City. It is used to account for all revenues and expenditures that are not required to be accounted for in another fund.

The Retirement Special Revenue Fund is used to account for the accumulation of resources required for costs associated with the City's defined benefit retirement program, provided through a contractual relationship with the California Public Employees Retirement System (CalPERS). The City of Montebello voters twice approved a Property Tax Override (PTO) in 1946 and again in 1976 (affirmation vote) to be utilized to pay for retirement related pension costs (i.e., PERS related expenditures). Ordinance No 2148 (1996) codified the tax rate at $0.197875 per $100 of assessed valuation (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 revenue is utilized to pay for unfunded actuarial liability (UAL), normal costs, and effective fiscal year 2020 – 2021, debt service on Pension Obligation Bonds.

The Transportation and Street Improvement Special Revenue Funds is used to account for the all transportation and street repair maintenance funds that were previously reported separately as Gas Tax Special Revenue Fund, Road Maintenance and Rehabilitation Special Revenue Fund, Prop A Local, Special Revenue Fund, Prop C Local Special Revenue Fund, Measure R Local Special Revenue Fund, and Measure M Local Special Revenue Fund.

The Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for payment of interest and principal on all Public Financing Authority revenue bonds.

Proprietary Fund Financial Statements

Proprietary funds are accounted for using the *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Proprietary Fund Financial Statements (Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The City reports the following major proprietary funds:

The Transit System Enterprise Fund is used to account for all revenues and expenses related to the operations of the City's transit service. The City of Montebello operates a bus line: Montebello Bus Lines. This fund is utilized to track revenue and expenditures for all operations. The revenue recorded in this fund is comprised of fares, Local Return Funds (LA County Metro) and Federal funds. Operating expenses include salaries and benefits of bus operators and mechanics, fuel, supplies for bus repairs, and other related expenditures. Fund 270 records Transit related grant awards and Fund 202 records the portion of the Road Maintenance and Rehabilitation Act (SB1) funding for transit agencies known as "State of Good Repair."

The Golf Course Enterprise Fund is used to account for all revenues and expenses related to the operations of the Montebello Municipal Golf Course. The City owns and operates an eighteen hole championship Golf Course, in operation since 1926. This enterprise fund accounts for the operations of the golf course: staff, maintenance, repairs, etc. In March, 2020, the City changed operators of the golf course. In addition, the fund accounts for revenue and operating expenses of the Quiet Cannon, an event and conference space that is owned by the City but operated by a third party.

The Montebello Hilton Enterprise Fund is used to account for revenues and expenses related to the operations of the Montebello Hilton (i.e., Hilton Garden Inn). This City owned hotel has been in operation since 2004 and is operated by a third-party. It is a full- service hotel that offers a full range of amenities: business center, meeting rooms, bar/restaurant, swimming pool, etc. It is adjacent to the City's eighteen-hole championship golf course.

The Home2Suites Enterprise Fund is used to account for revenues and expenses related to the operations of the Montebello Home2Suites. This City owned hotel opened in 2018 and is operated by a third-party. It is a full-service hotel that caters to the long-term business traveler. Occupancy rates traditionally have been in the 90% range (pre-pandemic).

The Water Utility Enterprise Fund is used to account for the revenues and expenses of the Water Fund. The City owns a water utility. The City contracts out to a third-party, the San Gabriel Valley Water Company ("SGVWC"), for the operation and maintenance of this utility. In May 2020, the City received approval to move forward with the sale of its water system to SGVWC. The Public Utilities Commission ("PUC") gave final approval of the sale in November 2021. It is anticipated that the sale will be completed by June 30, 2023. All activities necessary to provide such service are accounted for in this fund including, but not limited to administration, operations, maintenance, financing, and billing collections.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Proprietary Fund Financial Statements (Continued)

Additionally, the City reports the following proprietary fund types:

The Internal Service Fund is used to account for the financing of special activities that provide services within the City. These activities include self-insurance services. Montebello is a member of CSAC and acquires liability and workers compensation insurance through an independent broker and utilizes a Third-Party Administrator to administer all claims (liability and workers compensation). Related expenses are recorded in this Internal Service Fund.

Fiduciary Funds

Fiduciary fund financial statements include a statement of fiduciary net position and a statement of changes in fiduciary net position. The City's fiduciary fund represents a private purpose trust fund and a custodial fund. The fiduciary funds are accounted for on the full accrual basis of accounting where the assets associated with the activity are controlled by the City and the assets are not derived 1) solely from the government's own-source revenues or 2) from government-mandated nonexchange transactions or voluntary nonexchange transactions.

The City reports the following two types of fiduciary funds:

The Successor Agency Private-Purpose Trust Fund is a fiduciary fund type used by the City to report trust arrangements under which principal and income benefit other governments. The former Montebello Redevelopment Agency activity is now recorded in this fund. The State of California Department of Finance (DOF) approves enforceable obligations that are funded using former tax increment (i.e., property tax) revenue. All revenue and expense activity related to the Successor Agency's approved enforceable obligations are recorded in this fund.

The Custodial Fund is used to account for the resources (deposits) held by the City in a fiduciary capacity for individuals, governmental entities, and others. The City maintains various accounts, where it collects and maintains funds, but is only the custodian of such funds. For example, the City provides for police and fire personnel to contribute a percentage of income to a retiree health account. These funds are held in an account in this fund and ultimately transferred to a third party. There are other accounts where the City acts as custodian.

C. Cash, Cash Equivalents, and Investments

The City pools idle cash from all funds for the purpose of increasing income through investment activities. For purposes of the Statement of Cash Flows, the proprietary funds consider all cash and investments with original maturities of 90 days or less to be cash or cash equivalents. In addition, cash invested in the City's cash management pool is considered to be cash equivalents.

D. Fair Value Measurement

Investments, unless otherwise specified, recorded at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value.

Note 1 – Summary of Significant Accounting Policies (Continued)

D. Fair Value Measurement (Continued)

The three levels of the fair value measurement hierarchy are described below:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use pricing the assets or liabilities at the measurement date.

E. Land Held for Resale

Land held for resale is carried at the lower of cost or estimated net realizable value.

F. Inventory and Prepaid Items

Inventories are valued at cost on a first-in, first-out basis. The City follows the consumption method for inventory control. Inventory items are reported as expenditures/expenses when consumed.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements by using purchase method.

A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute "available spendable resources," even though they are a component of current assets.

G. Capital Assets

Capital assets (including infrastructure) are recorded at cost where historical records are available and at an estimated original cost where no historical records exist. Contributed capital assets are valued at their acquisition value. Generally, capital asset purchases in excess of $5,000 are capitalized if they have an expected useful life of one year or more.

Capital assets include additions to public domain (infrastructure), certain improvements including pavement, curb and gutter, sidewalks, traffic control devices, streetlights, sewers, bridges, and right-of-way corridors within the City. The City has valued and recorded all infrastructure asset data as of June 30, 2022.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method in the government-wide financial statements and in the fund financial statements of the proprietary funds. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the respective statement of net position. The lives used for depreciation purposes of each capital asset class are:

Assets	Years
Buildings and improvements	10 to 50
Machinery	5 to 30
Equipment	5 to 10
Infrastructure	20 to 50

Note 1 – Summary of Significant Accounting Policies (Continued)

H. Deferred Outflows and Inflows of Resources

The statement of financial position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent a consumption of net assets that applies to future periods. The City reports pension and other benefits ("OPEB") contributions after the measurement date and deferred losses related to pensions, OPEB, and debt refunding in this category.

Deferred Inflows of Resources represent an acquisition of net assets that applies to future periods. The City reports unavailable revenues, deferred gains related to pensions, OPEB, and debt refunding in this category.

I. Compensated Absences

It is the City's policy to permit employees to accumulate limited amounts of earned but unused vacation and sick leave benefits, which will be paid to employees upon separation from City service. In governmental fund types, the cost of vacation and sick leave benefits are recognized when payments are made to employees. Proprietary fund types accrue vacation and sick leave benefits in the period they are earned.

General fund is typically used to liquidate compensated absences for governmental funds.

J. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

General Fund and special revenue funds are typically used to liquidate pension liabilities for governmental funds.

The following time frames are used for pension reporting:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

Note 1 – Summary of Significant Accounting Policies (Continued)

K. Postemployment Benefits Other than Pensions ("OPEB")

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments, which are reported at amortized cost.

General Fund and special revenue funds are typically used to liquidate OPEB liabilities for governmental funds.

The following timeframes are reported OPEB reporting:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. Gains and losses are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

L. Net Position

In the government-wide financial statements, net positions are categorized as follows:

- Net Investment in Capital Assets consists of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable and debt that are attributable to the acquisition, construction, or improvement of those assets, and related deferred outflows and inflows of resources, net of unspent debt proceeds.

- Restricted Net Position consist of assets, net of any related liabilities, which have had restrictions imposed on them by external creditors, grantors, contributors, or laws or regulations of other governments or law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first and then unrestricted resources, as they are needed.

- Unrestricted Net Position consist of net position that do not meet the definition of net investment in capital assets or restricted net position.

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Fund Balances

In the governmental fund financial statements, fund balances are classified as following:

- Nonspendable - Amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.

- Restricted - Amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amounts constrained due to constitutional provisions or enabling legislation.

- Committed - Amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the City Council and does not lapse at year-end.

- Assigned - Amounts that are intended to be used for specific purposes and that are neither considered restricted or committed. Fund balance may be assigned by City Council or by an official or body to which the City Council delegates the authority.

- Unassigned - All amounts not included in other classifications. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal contracts that prohibit doing this. Additionally, the City would first use committed, then assigned, and lastly, unassigned amounts of unrestricted fund balance when expenditures are made as necessary.

The City Council reviewed and approved comprehensive General Fund reserve policies in June 2021. These reserve policies created distinct categories of fund balance, with specific uses and funding amounts. The reserve policies are GASB 54 compliant and present a strategic approach to categorizing available fund balance and specifying – by commitment and assignment – the uses for each reserve category. The policies can be found in their entirety in the Appendices of the Fiscal Year 2021-22 adopted budget.

N. Property Taxes

The assessment, levy, and collection of property taxes are the responsibility of the County of Los Angeles. The City records property taxes as revenue when received from the County, except at year-end, when property taxes received within 60 days are accrued as revenue.

Property taxes are assessed and collected each fiscal year according to the following property tax calendar:

Lien Date	January 1
Levy Date	July 1
Due Dates	November 1 and March 1
Delinquent Dates	December 10 and April 10

Note 1 – Summary of Significant Accounting Policies (Continued)

O. Use of Estimates

The preparation of the basic financial statements in conformity with the U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

P. Implementation of New GASB Pronouncements

During the fiscal year ended June 30, 2022, the City implemented the following GASB pronouncements:

- GASB Statement No. 84, *Fiduciary Activities*. This statement establishes standards relating accounting and financial reporting for identifying and financial reporting of fiduciary activities. Those provisions are effective for reporting periods beginning after December 15, 2019, as amended by GASB Statement No. 95. See Note 15 for restatement of beginning fiduciary net position as result of implementation.

- GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases,* to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It also establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to use lease asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

- GASB Statement No. 89 – In June 2018, GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre–November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business–type activity or enterprise fund. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

- GASB Statement No. 92 – In January 2020, GASB issued Statement No. 92, *Omnibus 2020*. The primary objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

Note 1 – Summary of Significant Accounting Policies (Continued)

P. Implementation of New GASB Pronouncements (Continued)

- GASB Statement No. 93 – In March 2020, GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

- GASB Statement No. 97 – In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32.* The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

Note 2 – Cash and Investments

Cash and investments at June 30, 2022 consisted of the following:

	Government-Wide Statement of Net Position		Fiduciary Fund	
	Governmental Activities	Business-Type Activities	Statement of Net Position	Total
Unrestricted assets:				
Cash and investments	$ 62,724,376	17,794,854	$ 20,307,572	$ 100,826,802
Restricted assets:				
Cash and investments with fiscal agent	15,186,067	12,682,854	1,996,774	29,865,695
Total cash and investments	$ 77,910,443	$ 30,477,708	$ 22,304,346	$ 130,692,497

Cash and investments at June 30, 2022 in more detail:

Petty cash	$ 10,312
Deposits with financial institution	19,565,156
Investments	111,117,029
Total cash and investments	$ 130,692,497

Note 2 – Cash and Investments (Continued)

A. Deposits

At June 30, 2022, the carrying amount of the City's demand deposits was $19,565,156 the bank balance was $22,104,373. The $2,539,217 difference represents outstanding checks, deposits in transit, and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, deposits, which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City did not waive the collateral requirement for deposits insured by FDIC.

B. Investments Authorized by California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the *California Government Code* (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. The City presents its investment policy annually to the City Council, as required by Government Code. The current investment policy was updated in October 2020, and has been updated annually every June since (i.e, June 2021, June 2022). Furthermore, the City's investment policy has been received the "Investment Policy Certification" award from the California Municipal Treasurers Association ("CMTA").

Note 2 – Cash and Investments (Continued)

B. Investments Authorized by California Government Code and the City's Investment Policy (Continued)

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Minimum Quality Requirements
U.S Treasury Obligations	5 years	None	None
U.S. Agency Obligations	5 years	None	None
State Obligations - CA and Others	5 years	None	None
CA Local Agency Obligations	5 years	None	None
Local Agency Bonds	5 years	None	"A" rating category or its equivalent or better
Bankers' Acceptances	180 days	40%	None
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH
Negotiable Certificates of Deposit	5 years	30%	None
Non-negotiable Certificates of Deposit	5 years	None	None
Placement Service Deposits	5 years	50%	None
Placement Service Certificates of Deposit	5 years	50%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None
Medium-Term Notes	5 years or less	30%	"A" rating category or its equivalent or better
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple
Collateralized Bank Deposits	5 years	None	None
Mortgage Pass–Through and Asset–Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better
County Pooled Investment Funds	N/A	None	None
Joint Powers Authority Pool	N/A	None	Multiple
Local Agency Investment Fund (LAIF)	N/A	None	None
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better

N/A - Not Applicable

C. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal policy to manage interest rate risk. However, one of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity over time as necessary to provide the cash flow and liquidity needed for operations.

Note 2 – Cash and Investments (Continued)

C. Disclosures Relating to Interest Rate Risk (Continued)

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity	
Investment Type	Total	1 Year or Less	1 Year to 3 Years
Local Agency Investment Fund	$ 78,325,391	$ 78,325,391	$ -
Negotiable Certificates of Deposit	2,925,944	1,237,233	1,688,711
Held by fiscal agent:			
Money Market Mutual Funds	29,865,694	29,865,694	-
Total investments	$ 111,117,029	$ 109,428,318	$ 1,688,711

D. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating, as reported by Standard & Poor's, as of year-end for each investment type:

Investment Type	Total	AAA	Unrated
Local Agency Investment Fund (LAIF)	78,325,391	-	78,325,391
Negotiable Certificates of Deposit	2,925,944	-	2,925,944
Held by fiscal agent:			
Money Market Mutual Funds	29,865,694	29,865,694	-
Total	$ 111,117,029	$ 29,865,694	$ 81,251,335

E. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. At June 30, 2022, none of the City's deposits or investments were exposed to custodial credit risk.

Note 2 – Cash and Investments (Continued)

F. Fair Value Measurement

The City has the following recurring fair value measurements as of June 30, 2022:

	Measurement Input		
Investment Type	Significant Other Observable Inputs (Level 2)	Uncategorized	Total
Local Agency Investment Fund	$ -	$ 78,325,391	$ 78,325,391
Negotiable Certificates of deposits	2,925,944 [1]	-	2,925,944
Restricted with Fiscal Agent:			
Money Market Funds	-	29,865,694	29,865,694
Total	$ 2,925,944	$ 108,191,085	$ 111,117,029

[1] Valued based on matrix formula.

G. Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund ("LAIF") that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2022, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities:

Structured Notes: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2022, the City had $78,325,391 invested in LAIF, which had invested 1.88% of the pool investment funds in Structured Notes and Asset-Backed Securities. The fair value of the City's portion in the pool is the same as the value of the pool shares and is reported at amortized cost. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. LAIF is not registered with the Securities and Exchange Commission and is not rated.

Note 3 – Interfund Receivables, Payables, and Transfers

A. Due To/From Other Funds

At June 30, 2022, the City had the following interfund balances:

	Due To Other Funds				
	Governmental Funds			Proprietary Funds	Total
Due From Other Funds	General Fund	Public Financing Authority	Nonmajor Governmental Funds	Golf Course Enterprise Fund	Total
Governmental Funds:					
General Fund	$ -	$ 29,057	$ 1,915,568	$ 3,610,394	$ 5,555,019
Public Financing Authority Debt Service Fund	-	-	-	376,060	376,060
Nonmajor Governmental Funds	1,475,000	-	-	-	1,475,000
	$ 1,475,000	$ 29,057	$ 1,915,568	$ 3,986,454	$ 7,406,079

The receivable of the General Fund and Public Financing Authority debt service fund from the Golf Course Enterprise Fund was mainly to fund operating deficits incurred by the Golf Course Enterprise Fund and debt service payments in prior years.

The receivable of the Nonmajor Governmental Fund from General Fund was to fund the acquisition of properties located at 612 W. Whittier Blvd. and 715 W. Whittier Blvd.

The other interfund payable balances represent routine and temporary cash flow assistance until amounts receivable from the other funds are collected to pay the amounts owed.

B. Advances To/From Other Funds

At June 30, 2022, the City had the following advances to/from other funds:

	Advances From Other Funds		
	Proprietary Funds		
Advances To Other Funds	Hilton Garden Enterprise Fund	Home2Suites Enterprise Fund	Total
Governmental Funds			
General Fund	$ 2,300,000	$ 859,680	$ 3,159,680

The receivable of the General Fund from the Hilton Garden Enterprise Fund was a loan for the renovation of the Hilton Garden Inn that will be paid back in one lump-sum payment by January 2024. The Hilton Corporation requires hotels under the Hilton "flag" undergo major renovations to stay current with corporate standards. The Hilton Garden Inn, built in 2004, had not undergone such a major renovation. The loan was necessary to complete the required renovations, with the project being completed in September 2020.

The receivable of the General Fund from the Home2Suites Enterprise Fund was a loan for the construction cost of the Home2Suites Hotel which occurred between November 2016 and December 2020. The balance of the loan will be paid fully on December 2022.

Note 3 – Interfund Receivables, Payables, and Transfers (Continued)

C. Interfund Transfers

For the year ended June 30, 2022, the compositions of the City's interfund transfer balances are as follows:

	Transfers In			
	Governmental Funds		Proprietary Fund	
Transfers Out	General Fund	Public Financing Authority Debt Service Fund	Golf Course Enterprise Fund	Total
Governmental Funds:				
Retirement Special Revenue Fund	$ 3,337,348	$ 7,696,613	$ 6,627	$ 11,040,588
Transportation and Street Improvement Special Revenue Fund	300,000	1,835,916	-	2,135,916
	$ 3,637,348	$ 9,532,529	$ 6,627	$ 13,176,504

(A) Transfers from the Retirement Fund of $3,337,348 to the General Fund and $6,627 to the Golf Course Enterprise Fund were to pay the annual retirement contributions to CalPERS for the City's defined benefit retirement program. Transfer from the Retirement Fund of $7,696,613 to the Public Financing Authority Fund was to pay for debt service due for the 2020 Pension Obligation Bonds.

(B) Transfers from Transportation and Street Improvement Special Revenue funds of $300,000 and $1,835,916 to General Fund and to Public Financing Authority Debt Service Fund were to pay for streets expenditures and to pay for debt service due on the 2019ABC Sales Tax Revenue bonds.

Note 4 – Notes Receivable

A. Governmental Activities

Notes receivable at June 30, 2022 include the following:

Low and Moderate Income Housing loans	$ 5,905,908
Community Development Block Grant loans	350,693
HOME Program loan	145,000
	6,401,601
Allowance for loan forgiveness	(5,905,908)
Total notes and loans receivable	$ 495,693

Low and Moderate Income Housing Loans

Montebello Downtown Plaza Project – On December 26, 2001, the Agency entered into an Owner Participation Agreement (Agreement) with the Montebello Downtown Plaza LLC (Participant) for the acquisition, development, and operation of affordable senior citizen rental units and retail commercial buildings. The Agreement, which was amended and restated on October 26, 2005, provides that the now dissolved Redevelopment Agency loan $6,250,000 from the Low- and Moderate-Income Housing Fund for the acquisition of property and construction of affordable senior housing units. The Participant was to provide financing for costs in excess of $6,250,000. The unpaid balance of the loan outstanding at June 30, 2022 was $5,276,308. The loan is to be forgiven over a period of 99 years.

Note 4 – Notes Receivable (Continued)

A. Governmental Activities (Continued)

Low and Moderate Income Housing Loans (Continued)

Whittier Project – In March 2000, the now dissolved Redevelopment Agency entered into an Owner Participation Agreement with Garfield Financial Corporation (Owner), whereby the Agency was to loan the Owner money for the construction of an affordable housing project. In accordance with the agreement, the amounts disbursed accrue interest at the rate of 7% compounded annually. In fiscal year 2005, the terms of the note were changed to forgive the loan over a period of 99 years. The balance of the note receivable at June 30, 2022 was $629,600.

Above loans were provided with 100% allowance for forgiveness.

Community Development Block Grant Loans

At June 30, 2022, loans made to individual homeowners under the Community Development Block Grant program amounted to $350,693. These loans are payable when the borrowers sell the property.

HOME Program Loan

On July 23, 2014, the City entered into a HOME program loan agreement with the Montebello Housing Development Corporation (the "Developer"), whereby the City provided financial assistance of $145,000 in the form of a forgivable loan in exchange for developing single-family homes for sale to low and moderate income individuals and families. In July 2019, the City entered into a development agreement with Developer whereby certain housing units have been dedicated as affordable housing units and restricted for use as a principal residence for eligible home buyers for a period of 20 years. Upon home buyer's purchase of the property, the Developer's obligation under the HOME program loan agreement and development agreement will be terminated and a HOME loan agreement is executed between the home buyer and the City. The loan maybe forgiven after the end of July 2039 if the home buyer is in compliance of the affordability covenant.

B. Fiduciary Activities

The following is a summary of the notes receivable at June 30, 2022:

	Amount
Quiet Cannon Montebello, Inc.	$ 2,182,178
Casa La Merced	666,308
Business assistance program	546,020
Home improvement loans	437,394
Total	$ 3,831,900

Quiet Cannon Montebello, Inc.

The Agency leases a facility to Quiet Cannon Montebello, Inc. ("Quiet Cannon"). The Agency agreed to provide financing for the renovation and improvement of the leased facility and in return Quiet Cannon agreed to make additional rental payments. As of June 30, 2022, $2,182,178 remains outstanding on the note receivable.

Casa La Merced

Casa La Merced entered into an agreement on September 24, 1985 with the Agency. The agreement with Casa La Merced was for the development of a parcel of land. Casa La Merced agreed to a note payable to the Agency for $666,308 that matures February 1, 2027. The note has a simple interest rate of 9.25%. The outstanding balance on the note receivable at June 30, 2022 was $666,308. The interest receivable is net with allowance for doubtful account.

Note 4 – Notes Receivable (Continued)

B. Fiduciary Activities (Continued)

Business Assistance Program

Business improvement loans were made in the prior years between the Agency and local merchants. The loans are secured by the real estate property and personal guaranty of the borrowers. As of June 30, 2022, $546,020 remained outstanding on the business improvement loans.

Home Improvement Loans

During the prior fiscal years, the Agency made home improvement loans to low- and moderate-income households. These loans accrue interest of 4% and are payable in ten years or when the borrower sells their property, whichever comes first. The total outstanding balance as of June 30, 2022 was $437,394.

Note 5 – Capital Assets

A. Governmental Activities

A summary of changes in the governmental activities capital assets for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Reclassification	Balance June 30, 2022
Governmental activities:					
Capital assets, not being depreciated:					
Land	$ 2,378,363	$ 352,361	$ -	$ -	$ 2,730,724
Right-of-way	14,391,776	-			14,391,776
Construction in progress	32,502,737	6,785,934	(2,262,716)	(11,817,588)	25,208,367
Total assets not being depreciated	49,272,876	7,138,295	(2,262,716)	(11,817,588)	42,330,867
Capital assets, being depreciated:					
Buildings and improvements	52,339,488	188,956	-	11,817,588	64,346,032
Machinery and equipment	55,318,028	634,203	(441,238)	-	55,510,993
Infrastructure	49,618,548	-	-	-	49,618,548
Total assets being depreciated	157,276,064	823,159	(441,238)	11,817,588	169,475,573
Less accumulated depreciation for:					
Buildings and improvements	(21,467,278)	(1,273,269)	-	-	(22,740,547)
Machinery and equipment	(46,998,850)	(1,404,189)	438,300	-	(47,964,739)
Infrastructure	(35,752,927)	(730,831)	-	-	(36,483,758)
Total accumulated depreciation	(104,219,055)	(3,408,289)	438,300	-	(107,189,044)
Total capital assets, being depreciated, net	53,057,009	(2,585,130)	(2,938)	11,817,588	62,286,529
Total capital assets, net	$ 102,329,885	$ 4,553,165	$ (2,265,654)	$ -	$ 104,617,396

Note 5 – Capital Assets (Continued)

A. Governmental Activities (Continued)

Depreciation and amortization expense was charged to functions of the governmental activities for the year June 30, 2022 as follows:

General government	$ 508,485
Public safety	1,148,795
Public works, including infrastructure	812,569
Parks, recreation, and culture	201,236
Housing and community development	36,596
Unallocated infrastructure	700,608
Total depreciation expense	$ 3,408,289

B. Business-Type Activities

A summary of changes in the business-type activities capital assets for the year ended June 30, 2022 is as follows:

	July 1, 2021 (As Restated)	Additions	Deletions	Reclassification	Balance June 30, 2022
Business-type activities:					
Capital assets, not being depreciated:					
Land	$ 6,306,596	$ -	$ -	$ -	$ 6,306,596
Construction in progress	4,919,518	9,523,862	-	(1,012,569)	13,430,811
Total assets not being depreciated	11,226,114	9,523,862	-	(1,012,569)	19,737,407
Capital assets, being depreciated:					
Buildings and improvements	109,940,179	-	-	-	109,940,179
Machinery and equipment	76,370,442	43,935	(957,524)	1,012,569	76,469,422
Total assets being depreciated	186,310,621	43,935	(957,524)	1,012,569	186,409,601
Less accumulated depreciation for:					
Buildings and improvements	(36,672,406)	(2,552,719)	-	-	(39,225,125)
Machinery and equipment	(57,868,579)	(3,674,190)	957,524	-	(60,585,245)
Total accumulated depreciation	(94,540,985)	(6,226,909)	957,524	-	(99,810,370)
Total capital assets, being depreciated, net	91,769,636	(6,182,974)	-	1,012,569	86,599,231
Total capital assets, net	$ 102,995,750	$ 3,340,888	$ -	$ -	$ 106,336,638

Note 5 – Capital Assets (Continued)

B. Business-Type Activities (Continued)

Depreciation and amortization expense was charged to functions of the business-type activities for the year ended June 30, 2022 as follows:

Transit system	$ 4,330,533
Golf course	233,298
Montebello Hilton	430,301
Home2suites	1,227,097
Water	5,680
Total depreciation expense	$ 6,226,909

C. Fiduciary Activities

A summary of changes in the fiduciary activities capital assets for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021 (As restated)	Additions	Deletions	Reclassification	Balance June 30, 2022
Fiduciary activities					
Capital assets, not being depreciated:					
Land	$ 6,815,650	$ -	$ -	$ -	$ 6,815,650
Total assets not being depreciated	6,815,650	-	-	-	6,815,650
Capital assets, being depreciated:					
Buildings and improvements	7,507,224	-	-	-	7,507,224
Machinery and equipment	311,026	-	(311,026)	-	-
Total assets being depreciated	7,818,250	-	(311,026)	-	7,507,224
Less accumulated depreciation for:					
Buildings and improvements	(3,301,087)	(228,551)	-	-	(3,529,638)
Machinery and equipment	(313,515)	-	313,515	-	-
Total accumulated depreciation	(3,614,602)	(228,551)	313,515	-	(3,529,638)
Total capital assets, being depreciated, net	4,203,648	(228,551)	2,489	-	3,977,586
Total capital assets, net	$ 11,019,298	$ (228,551)	$ 2,489	$ -	$ 10,793,236

Note 6 – Long-Term Liabilities

The summary of changes in the governmental activities long-term liabilities for the year ended June 30, 2022 is as follows:

A. Governmental Activities

	Balance July 1, 2021 (As Restated)	Additions	Deletions	Balance June 30, 2022	Due Within One Year	Due in More Than One Year
Governmental Activities:						
Bonds Payable, net:						
2014B Lease Revenue Refunding Bonds	$ 5,305,000	$ -	$ (780,000)	$ 4,525,000	$ 820,000	$ 3,705,000
2014C Lease Revenue Refunding Bonds	1,806,860	-	(420,200)	1,386,660	439,300	947,360
2019ABC Sales Tax Revenue Bonds	24,115,000	-	(870,000)	23,245,000	905,000	22,340,000
2020 Pension Obligation Bonds	108,678,726	-	(3,805,827)	104,872,899	3,882,823	100,990,076
Unamortized Premiums/(Discounts)						
2014B Lease Revenue Refunding Bonds	617,664	-	(102,944)	514,720	-	514,720
2014C Lease Revenue Refunding Bonds	(1,939)	-	484	(1,455)	-	(1,455)
2019ABC Sales Tax Revenue Bonds	3,171,379	-	(181,897)	2,989,482	-	2,989,482
Finance Purchase:						
Transportation and Public Safety Equipment	1,402,552	-	(618,969)	783,583	193,634	589,949
Notes Payable:						
ABM Notes Payable	5,785,000	-	(632,826)	5,152,174	330,966	4,821,208
United States Department of Housing and Urban Development - CDBG	1,994,000	-	(425,000)	1,569,000	445,000	1,124,000
Southern California Edison	23,779	-	(3,020)	20,759	3,020	17,739
Claims Payable	23,601,230	7,018,256	(3,174,875)	27,444,611	6,696,705	20,747,906
Compensated Absences	2,977,363	4,110,755	(1,495,936)	5,592,182	2,852,662	2,739,520
Total Governmental Activities	$179,476,614	$ 11,129,011	$ (12,511,010)	$178,094,615	$ 16,569,110	$161,525,505

2014B Lease Revenue Refunding Bonds

On September 10, 2014, the Financing Authority issued the 2014 Lease Revenue Refunding Bonds, Series B, of $10,040,000 which repaid the $12,595,000 of principal due on the 2000 COPs. The City received a premium on the bond issue in the amount of $1,338,273 and incurred a loss of $294,258 in the bond defeasance. The bond premium and loss on defeasance are amortized over the life of the refunded bonds. The Bonds are payable from payments made by the City to the Financing Authority pledging public facilities consisting of the City Hall and Police Department pursuant to the Lease Agreement. The City is required under the Agreement to make payments in each fiscal year to pay the annual principal and interest due on the Bonds. Annual installments are due November 1, 2014 through November 1, 2026. Interest rates on the 2014 Lease Revenue Refunding Bonds, Series B range from 0.30% to 5.0%. The outstanding balance at June 30, 2022 was $4,525,000.

Note 6 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2014B Lease Revenue Refunding Bonds (Continued)

The future annual debt service requirements for 2014 Lease Revenue Refunding Bonds, Series B are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 820,000	$ 205,750	$ 1,025,750
2024	860,000	163,750	1,023,750
2025	905,000	119,625	1,024,625
2026	945,000	73,375	1,018,375
2027	995,000	24,875	1,019,875
Subtotal	4,525,000	587,375	5,112,375
Add - premium	514,720	-	514,720
Total	$ 5,039,720	$ 587,375	$ 5,627,095

2014C Lease Revenue Refunding Bonds

On September 10, 2014, the Financing Authority issued 2014 Lease Revenue Refunding Bonds, Series C of $5,395,000 which defeased the principal due on the 2001 Certificate of Participation. The Bonds are payable from payments made by the City to the Finance Authority pledging public facilities consisting of the City Hall and Police Department pursuant to the Agreement. The City is required under the Agreement to make payments in each fiscal year to pay the annual principal and interest due on the Bonds. Interest rates on the 2014 Lease Revenue Refunding Bonds, Series C range from 0.40% to 4.07%. Annual installments are due November 1, 2014 through November 1, 2024.

The governmental activities' share (76.4%) from the 2014 Lease Revenue Refunding Bonds, Series C is $4,121,780 and the Golf Course Enterprise Fund's share (23.6%) is $1,273,220. The governmental activities outstanding balance at June 30, 2022 was $1,386,660.

The future annual debt service requirements for 2014 Lease Revenue Refunding Bonds, Series C are as follows:

For the Year Ending June 30,	Governmental Activities		Golf Course Enterprise Fund		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2023	$ 439,300	$ 45,584	$ 135,700	$ 14,081	$ 575,000	$ 59,665	$ 634,665
2024	462,220	28,689	142,780	8,862	605,000	37,551	642,551
2025	485,140	9,873	149,860	3,050	635,000	12,923	647,923
Subtotal	1,386,660	84,146	428,340	25,993	1,815,000	110,139	1,925,139
Less - discount	(1,455)	-	(449)	-	(1,904)	-	(1,904)
Total	$ 1,385,205	$ 84,146	$ 427,891	$ 25,993	$ 1,813,096	$ 110,139	$ 1,923,235

The 2014B and 2014C Lease Revenue Refunding Bonds are secured and payable solely from Revenues payable by the City pursuant to the Agreement and subsequent Amendments to the Agreement relating to certain real properties and improvement located on the Property, and the other asses pledged thereafter under the Indenture. In accordance with the Indenture, the MPFA will satisfy the applicable Reserve Requirement of each Reserve Account established under the Indenture with a Municipal Bond Debt Service Reserve Insurance Policy.

Note 6 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2019ABC Sales Tax Revenue Bonds

On December 10, 2019, the Financing Authority issued $24,945,000 in Sales Tax Revenue Bonds, 2019 Series A, B, and C, for the "Paving the Way" citywide road construction and improvement project. The bonds are secured by pledged Measure M, Measure R, and Proposition C sales tax revenues derived by Los Angeles County transportation sales tax levies approved by the voters.

Interest rates on the Sales Tax Revenue Bonds, 2019 Series A, B, and C range from 4.0% to 5.0%. Annual installments are due June 1, 2021 through June 1, 2040. The outstanding balance at June 30, 2022 was $23,245,000.

The future annual debt service requirements for 2019A, B, and C Sales Tax Revenue Bonds are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 905,000	$ 931,138	$ 1,836,138
2024	935,000	894,938	1,829,938
2025	975,000	857,538	1,832,538
2026	1,020,000	818,538	1,838,538
2027	1,055,000	777,738	1,832,738
2028-2032	6,125,000	3,042,688	9,167,688
2033-2037	7,565,000	1,599,488	9,164,488
2038-2040	4,665,000	305,438	4,970,438
Subtotal	23,245,000	9,227,500	32,472,500
Add - premium	2,989,482	-	2,989,482
Total	$ 26,234,482	$ 9,227,500	$ 35,461,982

2020 Pension Obligation Bonds

On May 27, 2020, the City issued Pension Obligation Bonds, Series 2020 for $153,425,000 which was used to pay down the City's unfunded actuarial liability ("UAL") to the California Public Employees' Retirement System ("CalPERS"). Interest rates on the 2020 POBs range from 1.94% to 4.3% and will mature in 2045.

The General Fund share (73.33%) of the 2020 Pension Obligation Bonds is $108,678,726 and the Transit Fund's share (26.67%) is $39,526,274.

At June 30, 2022, the outstanding balance for the governmental activities' 2020 Pension Obligation Bonds was $104,872,899. The future annual debt service requirements for are as follows:

	Governmental Activities		Transit Enterprise Fund		Total		
For the Year Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest	Total
2023	$ 3,882,823	$ 3,813,331	$ 1,412,177	$ 1,386,902	$ 5,295,000	$ 5,200,233	$ 10,495,233
2024	3,967,153	3,728,957	1,442,847	1,356,216	5,410,000	5,085,173	10,495,173
2025	4,062,482	3,633,627	1,477,518	1,321,544	5,540,000	4,955,171	10,495,171
2026	4,161,477	3,531,943	1,513,523	1,284,562	5,675,000	4,816,505	10,491,504
2027	4,282,472	3,414,173	1,557,528	1,241,729	5,840,000	4,655,902	10,495,902
2028-2032	23,494,932	14,976,894	8,545,068	5,447,072	32,040,000	20,423,966	52,463,966
2033-2037	27,971,729	10,408,192	10,173,272	3,785,442	38,145,001	14,193,634	52,338,634
2038-2042	25,056,861	4,681,048	9,113,139	1,702,490	34,170,000	6,383,538	40,553,538
2043-2045	7,992,970	555,369	2,907,030	201,987	10,900,000	757,355	11,657,355
Total	$ 104,872,899	$ 48,743,534	$ 38,142,101	$ 17,727,943	$ 143,015,000	$ 66,471,477	$ 209,486,477

Note 6 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

Transportation and Public Safety Equipment

The City entered into various finance purchase agreements for the acquisition of certain transportation and public safety equipment. The securities for the financing agreements are the equipment themselves, and will be surrendered to the lender in case of payment default. The outstanding balance at June 30, 2022 was $783,583.

The future debt service payments as of June 30, 2022 are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 193,634	$ 30,624	$ 224,258
2024	191,183	21,799	212,982
2025	93,417	14,744	108,161
2026	71,993	11,970	83,963
2027	74,815	9,148	83,963
2028-2029	158,541	9,382	167,923
Total	$ 783,583	$ 97,668	$ 881,251

ABM Notes Payable

The City entered into a contract with ABM Building Solutions to finance a citywide energy efficiency upgrade project. The $6.5 million project replaced light fixtures, HVAC, and other infrastructure with more energy-efficient products (i.e., LED lighting, etc.). The goal is to reduce electrical usage by upgrading high-energy use infrastructure. The City was able to accomplish this by financing the entire cost of the project. The $6.5 million cost is amortized over fifteen years, with payments on the note due July 1 of each year. July 1, 2021 was the first payment on the note. The debt service is split between the General Fund (89%) and the Transit Enterprise Fund (11%) based on the ratio of infrastructure in Transit vs. non-Transit operations.

The amount outstanding for governmental activities at June 30, 2022 was $5,152,174. The annual debt service requirements for the governmental activities are as follows:

For the Year Ending June 30,	Governmental Activities		Transit Enterprise Fund		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Total
2023	$ 330,966	$ 151,873	$ 40,906	$ 18,771	$ 371,872	$ 170,644	$ 542,516
2024	340,722	142,117	42,112	17,565	382,834	159,682	542,516
2025	350,766	132,073	43,353	16,324	394,119	148,397	542,516
2026	361,105	121,734	44,631	15,046	405,736	136,780	542,516
2027	371,750	111,089	45,947	13,730	417,697	124,819	542,516
2028-2032	2,029,728	384,468	250,865	47,519	2,280,593	431,987	2,712,580
2033-2036	1,367,137	81,380	168,972	10,058	1,536,109	91,438	1,627,547
Total	$ 5,152,174	$ 1,124,734	$ 636,786	$ 139,013	$ 5,788,960	$ 1,263,747	$ 7,052,707

Note 6 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

United States Department of Housing and Urban Development - CDBG

In November 2005, the City borrowed $6,500,000 from the United States Department of Housing and Urban Development ("HUD") to provide for funds to pay for street improvements. The principals are due annually from August 1, 2019 to August 1, 2025. Interest are due on due August 1 and February 1 at rate of 2.6% to 2.7%.

The amount outstanding at June 30, 2022 was $1,569,000. Interest and principal are due as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 445,000	$ 35,467	$ 480,467
2024	493,000	23,347	516,347
2025	548,000	9,583	557,583
2026	83,000	1,136	84,136
Total	$ 1,569,000	$ 69,533	$ 1,638,533

Southern California Edison ("SCE") On-Bill Financing Loan

On March 13, 2017 and January 9, 2019, the City entered into a zero-interest loan agreement with Southern California Edison ("SCE") for the Energy Management Solutions Incentives Application for the installation of certain energy efficient equipment of which is to be repaid over ten years.

SCE may determine the loan to be breached and the City to be in default if the City (1) sells, assigns or otherwise transfers ownership, possession or title of the site or the equipment, (2) fails to pay the money payment when due, (3) closes, discontinues or otherwise causes the termination of the service account(s), or (4) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, SCE shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

The amount outstanding at June 30, 2022 was $20,759. The annual debt service requirements on this loan are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 3,020	$ -	$ 3,020
2024	3,020	-	3,020
2025	3,020	-	3,020
2026	3,020	-	3,020
2027	3,020	-	3,020
2028-2029	5,659	-	5,659
Total	$ 20,759	$ -	$ 20,759

Note 6 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

Claims Payable

Refer to Note 7 for more information on these liabilities.

Compensated Absences

The compensated absences are to be liquidated primarily by the General Fund at June 30, 2022 was in the amount of $5,592,182.

B. Business-Type Activities

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due Within One Year	Due in More Than One Year
Business-Type Activities						
Bonds Payable, net:						
Hilton Hotel 2019A Revenue Refunding Bonds	$ 10,200,000	$ -	$ -	$ 10,200,000	$ 650,000	$ 9,550,000
Golf 2014A Revenue Refunding Bonds	1,635,000	-	(180,000)	1,455,000	190,000	1,265,000
Golf 2014C Revenue Refunding Bonds	558,140	-	(129,800)	428,340	135,700	292,640
Home2Suites 2016A Revenue Refunding Bonds	52,795,000	-	(1,110,000)	51,685,000	1,165,000	50,520,000
Transit 2020 Pension Obligation Bonds	39,526,274	-	(1,384,173)	38,142,101	1,412,177	36,729,924
Unamortized Premiums/(Discounts)						
Hilton Hotel 2019A Revenue Refunding Bonds	1,277,978	-	(94,665)	1,183,313	-	1,183,313
Golf 2014A Revenue Refunding Bonds	55,563	-	(6,944)	48,619	-	48,619
Golf 2014C Revenue Refunding Bonds	(599)	150	-	(449)	-	(449)
Home2Suites 2016A Revenue Refunding Bonds	5,239,841	-	(206,836)	5,033,005	-	5,033,005
Finance Purchase:						
Motorolla - Transit	137,229	-	(137,229)	-	-	-
PNC Equipment - Golf	102,971		(53,105)	49,866	49,866	-
Notes Payable:						
ABM Notes Payable - Transit	715,000	-	(78,214)	636,786	40,906	595,880
Southern California Edison - Golf	78,645	-	(33,969)	44,676	33,969	10,707
Quiet Cannon - Golf	47,018	-	(47,018)	-	-	-
Acuna Park Notes Payable - Water	257,864	-	(76,307)	181,557	-	181,557
Compensated Absences	1,294,524	736,788	(756,424)	1,274,888	880,294	394,594
Total Business-Type Activities	$113,920,448	$ 736,938	$ (4,294,684)	$110,362,702	$ 4,557,912	$105,804,790

Montebello Hilton Hotel Revenue Bonds

On December 19, 2019, the Financing Authority issued $10.2 million 2019 Lease Revenue Refunding Bonds, Series A to refund 2004A Revenue Refunding Bonds, resulting in a net present value savings of approximately $1.4 million. The 2004A Revenue Refunding Bonds were fully redeemed on January 21, 2020. The prior bond proceeds were used to finance the acquisition, construction, and equipping of hotel facility (Project) located adjacent to the Montebello municipal golf course and the Quiet Cannon Restaurant and Conference Facility. The bonds are secured by the revenues of the hotel and mature in December 2034. Interest rate on the 2019 Lease Revenue Refunding Bonds, Series A is at 4.0%. Principal amounts are due December 1, 2022 through December 1, 2034. The outstanding balance at June 30, 2022 was $10,200,000.

Note 6 – Long-Term Liabilities (Continued)

B. Business-Type Activities (Continued)

The annual future debt service requirements are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 650,000	$ 395,000	$ 1,045,000
2024	685,000	368,300	1,053,300
2025	700,000	340,600	1,040,600
2026	715,000	312,300	1,027,300
2027	730,000	283,400	1,013,400
2028-2032	3,965,000	956,900	4,921,900
2033-2034	2,755,000	170,900	2,925,900
Subtotal	10,200,000	2,827,400	13,027,400
Add - premium	1,183,313	-	1,183,313
Total	$ 11,383,313	$ 2,827,400	$ 14,210,713

2014A Lease Revenue Refunding Bonds

On September 10, 2014, the Financing Authority issued 2014 Lease Revenue Refunding Bonds Series A of $2,755,000 which repaid the outstanding principal due on the 1999 COPs. The City received a premium on the bond issue in the amount of $104,175 and incurred a loss of $87,777 in the bond defeasance. The bond premium and loss on defeasance are amortized over the life of the refunded bonds. The Bonds are payable from payments made by the City to the Finance Authority pledging public facilities consisting of the City Hall and Police Department pursuant to the Agreement.

The City is required under the Agreement to make payments in each fiscal year to pay the annual principal and interest due on the Bonds. Annual Installments are due from November 1, 2014 through November 1, 2028. Interest rates on the 2014 Series A Lease Revenue Refunding Bonds range from 0.30% to 3.5%. The outstanding balance at June 30, 2022 was $1,455,000.

The annual future debt service requirements are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 190,000	$ 44,538	$ 234,538
2024	195,000	37,813	232,813
2025	200,000	31,888	231,888
2026	205,000	25,813	230,813
2027	215,000	19,244	234,244
2028-2029	450,000	15,925	465,925
Subtotal	1,455,000	175,221	1,630,221
Add - premium	48,619	-	48,619
Total	$ 1,503,619	$ 175,221	$ 1,678,840

Note 6 – Long-Term Liabilities (Continued)

B. Business-Type Activities (Continued)

2014C Lease Revenue Refunding Bonds

See Note 6A for disclosures. The outstanding balance for Golf Course Enterprise Fund at June 30, 2022 was $428,340.

2016A Lease Revenue Bonds

On October 18, 2016, the Financing Authority issued 2016 Series A Lease Revenue Bonds in the amount of $54,860,000. The bonds bear interest rate of 5% and will mature in 2046. The bonds were issued to (1) finance the acquisition, construction and equipping of the Home2Suites by Hilton Hotel Project, (2) fund a reserve fund for the bonds, (3) fund interest accruing on the bonds through November 1, 2019, and (4) pay costs of issuance of the bonds. The bonds are payable from the payments made by the City to the Authority pledging the Home2Suites property pursuant to the Lease Agreement. The City is required under the Agreement to make payments in each fiscal year to pay the annual principal and interest due on the bonds. Interest rate on the 2016 Lease Revenue Refunding Bonds, Series A is at 5.0% Principals are due June 1, 2018 through June 1, 2046. The outstanding balance at June 30, 2022 was $51,685,000.

The annual future debt service requirements are as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 1,165,000	$ 2,483,450	$ 3,648,450
2024	1,225,000	2,425,200	3,650,200
2025	1,285,000	2,363,950	3,648,950
2026	1,350,000	2,299,700	3,649,700
2027	1,415,000	2,232,200	3,647,200
2028-2032	8,220,000	10,025,250	18,245,250
2033-2037	10,500,000	7,753,500	18,253,500
2038-2042	13,390,000	4,501,650	17,891,650
2043-2046	13,135,000	1,813,400	14,948,400
Subtotal	51,685,000	35,898,300	87,583,300
Add - premium	5,033,005	-	5,033,005
Total	$ 56,718,005	$ 35,898,300	$ 92,616,305

2020 Pension Obligation Bonds ("POB")

See Note 6A for disclosures. The outstanding balance for Transit Fund at June 30, 2022 was $38,142,101.

Motorola Finance Purchase

The City entered into a financing agreement to finance the acquisition of certain communication equipment for the City's Transit operation in November 2018. The securities for the agreement are the equipment themselves and to be surrendered to the lender in case of payment default or termination of the agreements. Annual payment is due on November 1 and matured on November 1, 2021. The finance agreement was fully paid off during the year ended June 30, 2022.

Note 6 – Long-Term Liabilities (Continued)

B. Business-Type Activities (Continued)

PNC Equipment Finance Purchase

The City entered into a financing agreement to finance the acquisition of certain transportation equipment for the City's Golf Course. The securities for the lease are the equipment themselves and to be surrendered to the lessor in case of payment default or termination of the agreements. The outstanding balance at June 30, 2022 was $49,866.

The future debt service requirement is as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 49,866	$ 2,169	$ 52,035

ABM Notes Payable

See note 6A for disclosures. The outstanding balance of the note for Transit at June 30, 2022 was $636,786.

Southern California Edison ("SCE")

In July 2013, the City entered into a zero percent On-Bill Financing Agreement with the Southern California Edison Company for the installation of certain energy efficient equipment at the Golf Course premises for a total amount of $327,213 payable over a period of 116 months (9 years and 8 months). At June 30, 2022, the total outstanding loans payable amounted to $44,676.

The annual future debt service requirements are as follows:

For the Year Ending June 30,	Principal	Total
2023	$ 33,969	$ 33,969
2024	10,707	10,707
Total	$ 44,676	$ 44,676

Quiet Cannon

The City entered into two loan agreements with Quiet Cannon Montebello, Inc. ("Quiet Cannon"). Quiet Cannon leases a facility on the City's golf course property. The loans were obtained by Quiet Cannon on behalf of the City from a financial institution payable in monthly installments ranging from $5,969 to $6,658 at prime interest rate (currently 3.25%) until year 2021. The installment payments are deducted by Quiet Cannon from its lease payments to the City. The loan proceeds were used to finance the renovation of the facility and signage.

During the year ended June 30, 2014, the City entered into a Maintenance Loan Agreement with Quiet Cannon for $700,000. Under the agreement, Quiet Cannon borrowed the amount from a financial institution payable over a period of 5 years at prime lending rate. The loan repayment shall be offset by Quiet Cannon from its rental obligation to the City. At June 30, 2022, the outstanding balance was fully paid off.

Note 6 – Long-Term Liabilities (Continued)

B. Business-Type Activities (Continued)

Acuna Park Notes Payable - Water

The City entered into an agreement with Central Basin Municipal Water District (the "District') to facilitate the use of the recycled water at Montebello Golf Course for constructing recycled water facilities for the amount of $615,000. The City may request drawdowns monthly up to the total loan amount after the submission of supporting documentation verifying the costs incurred to the District. The principal is subject to 2% interest and accrued on any drawn amounts. The loan shall be repaid in the form of $250 charge for every acre-foot of recycled water provided by the District to the City, until the balance is paid off. At June 30, 2022, the outstanding balance of the loan was $181,557.

Compensated Absences

All vested vacation and compensatory leave time is recognized as an expense and as a liability in the business-type funds at the time the liability vests. Transit Fund has been used to liquidate the liability. The balance outstanding at June 30, 2022 was $1,274,888.

The summary of changes in the Successor Agency long-term debts for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due Within One Year	Due in More Than One Year
Successor Agency Activities						
Bonds payable, net:						
1999B Montebello Hills Tax Allocation Parity Bonds	6,232,632	409,429	(2,350,000)	4,292,061	-	4,292,061
2007A Taxable South Montebello Industrial Redevelopment Project Tax Allocation Parity Bonds	1,310,000	-	(635,000)	675,000	675,000	-
2007B Taxable Montebello Hills Tax Allocation Parity Refunding Bonds	1,015,000	-	(320,000)	695,000	335,000	360,000
2015A Tax-Exempt and 2015B Taxable Subordinated Tax Allocation Bonds	13,855,000	-	(2,910,000)	10,945,000	3,045,000	7,900,000
2002 Montebello Housing Tax Allocation Parity Bonds	1,306,262	115,830	(490,000)	932,092	-	932,092
Unamortized premiums/(discounts):						
2015A Tax-Exempt Tax Allocation Bonds	1,675,330	-	(239,333)	1,435,997	239,333	1,196,664
Notes payable:						
Ostrom Chevrolet	2,223,408	-	(2,223,408)	-	-	-
Total Business-Type Activities	$ 27,617,632	$ 525,259	$ (9,167,741)	$ 18,975,150	$ 4,294,333	$ 14,680,817

1999 Montebello Hill Tax Allocation Parity Bonds, Series B

In November 1999, the former Agency issued $5,593,888 Montebello Hills Redevelopment Project Tax Allocation Parity Bonds, 1999 Series B. The $1,370,000 current interest serial bonds and term bonds were fully matured as of November 1, 1999. The $2,918,888 capital appreciation bonds accrete interest from their dated date, and interest is compounded on March 1, 2000 and semiannually on each September 1 and March 1, thereafter, payable only at maturity at rates range from 6.2666% to 6.423%. The bonds are secured by incremental property taxes allocated to and received by the Successor Agency. The outstanding balance at June 30, 2022 was $4,292,061.

Note 6 – Long-Term Liabilities (Continued)

C. Fiduciary Activities

1999 Montebello Hill Tax Allocation Parity Bonds, Series B (Continued)

The future annual debt service requirement is as follows:

For the Year Ending June 30	Principal	Accreted Interest	Interest	Total
2023	$ 544,660	$ 1,669,614	$ 1,805,340	4,019,614
2024	505,273	1,572,514	1,844,727	3,922,514
Total	$ 1,049,933	$ 3,242,128	$ 3,650,067	$7,942,128

2007 South Montebello Industrial Redevelopment Project Tax Allocation Parity Bonds, Series A (Taxable)

In October 2007, the former Agency issued $6,065,000 South Montebello Industrial Redevelopment Project Tax Allocation Parity Bonds, 2007 Series A (Taxable). Principal due annually through September 1, 2022 and interest on the bonds are due on March 1 and September 1 of each year at rate of 5.804%. The bonds are secured by incremental property taxes allocated to and received by the Successor Agency. The outstanding balance at June 30, 2022 was $675,000.

The future annual debt service requirement is as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 675,000	$ 19,589	$ 694,589

2007 Montebello Hills Tax Allocation Parity Refunding Bonds, Series B (Taxable)

In October 2007, the former Agency issued $3,660,000 Montebello Hills Redevelopment Project Tax Allocation Parity Refunding Bonds, 2007 Series B (Taxable). Principal due annually through March 1, 2024 and interest on the Bonds are due on March 1 and September 1 of each year at rate of 5.854%. The bonds are secured by incremental property taxes allocated to and received by the Successor Agency. The outstanding balance at June 30, 2022 was $695,000.

The future annual debt service requirement is as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 335,000	$ 20,343	$ 355,343
2024	360,000	10,537	370,537
Total	$ 695,000	$ 30,880	$ 725,880

Note 6 – Long-Term Liabilities (Continued)

C. Fiduciary Activities (Continued)

2015 Subordinated Tax Allocation Refunding Bonds, Series A (Tax-exempt) and Series B (Taxable)

In August 2015, the Successor Agency issued Subordinate Tax Allocation Refunding Bonds, Series 2015 A (Tax Exempt) & Series B (Taxable), totaling $25,180,000 to refund the following old bonds: 1997 Montebello Hills, 1998A Montebello Hills, 1999A Montebello Hills, 2009A Montebello Hills, 1999A South Montebello, 1999B South Montebello, 1998B Montebello Hills, and 2002 Housing (non-accretion bonds only) with total outstanding principal as of June 30, 2015 of $28,355,000. The Series A bonds, with interest rate ranging from 2% to 5%, are due in annual installments of $1,220,000 to $3,045,000 through September 1, 2027. The Series B bonds, with interest rates ranging from 1.25% to 2.50%, are due in annual installments of $335,000 to $375,000 through September 1, 2019. The outstanding balance at June 30, 2022 was $10,945,000.

The future annual debt service requirement is as follows:

For the Year Ending June 30,	Principal	Interest	Total
2023	$ 3,045,000	$ 444,425	$ 3,489,425
2024	2,195,000	313,425	2,508,425
2025	1,880,000	211,550	2,091,550
2026	1,220,000	134,050	1,354,050
2027	1,270,000	71,800	1,341,800
2028	1,335,000	20,025	1,355,025
Total	$ 10,945,000	$ 1,195,275	$ 12,140,275

2002 Montebello Housing Tax Allocation Parity Bonds

In April 2002, the former Agency issued $5,557,642 2002 Housing Tax Allocation Parity Bonds. The $4,910,000 current interest serial bonds and term bonds were fully matured as of September 1, 2024. Interest on the current interest bonds is payable on commencing on September 1, 2002 and semiannually thereafter on March and September 1 each year until maturity at rate of 5.25%. The $647,642 capital appreciation bonds accrete interest from their dated date, and interest is compounded on September 1, 2002 and semiannually on each September 1 and March 1, thereafter, payable only at maturity, at rates range from 5.60% to 5.75%. The bonds are secured by incremental property taxes allocated to and received by the Successor Agency. The outstanding balance at June 30, 2022 was $932,092.

The future annual debt service requirement is as follows:

For the Year Ending June 30	Principal	Accreted Interest	Interest	Total
2023	$ 157,549	$ 324,106	$ 337,450	819,105
2024	145,906	304,531	344,093	794,530
Total	$ 303,455	$ 628,637	$ 681,543	$1,613,635

Note 6 – Long-Term Liabilities (Continued)

C. Fiduciary Activities (Continued)

2002 Montebello Housing Tax Allocation Parity Bonds (Continued)

The future annual debt service requirement is as follows:

For the Year Ending June 30	Principal	Accreted Interest	Interest	Total
2023	$ 157,549	$ 324,106	$ 337,450	819,105
2024	145,906	304,531	344,093	794,530
Total	$ 303,455	$ 628,637	$ 681,543	$1,613,635

Redevelopment Agency Note

The former redevelopment agency entered into an agreement dated February 11, 2009 to purchase the property owned by Ostrom Chevrolet for $12,000,000. The Agency paid $5,000,000 in cash; $2,734,834 was from proceeds of a note owed by Ostrom Chevrolet to the Agency; and $4,265,166 was financed by a note payable to the seller. The note payable has an interest rate of 5%. For the first 10 years, interest only payments are due each calendar quarter. Following the 10th anniversary of the note date, the Agency is to make four quarterly payments in an amount sufficient to amortize and repay all accrued interest and principal by the date the last payment is due on the first day of the full calendar quarter following the 20th anniversary date of the note. The Agency made early principal payments in the current year as well as the prior fiscal years with total annual payment of $337,780 inclusive of interest. On November 23, 2021, this property was sold and the outstanding note was fully paid off.

D. Advances from City of Montebello

At June 30, 2022, the Successor Agency has a net liability to the City of $4,967,239, which is reported in the Statement of Fiduciary Net Position as due to other governments. This amount was due to the Housing Successor Special Revenue Fund pertaining to advances made by the former Low-and-Moderate Income Housing Fund to the former redevelopment agency. These advances were for payment of the Supplemental Educational Revenue Augmentation Fund ("SERAF") and to finance the project expenses of one of the project areas of the former redevelopment agency.

Note 7 – Self Insurance

The City is partially self-insured for general liability and workers' compensation claims. The City pays up to $1 million per occurrence for general liability claims, and has excess insurance up to $10 million per occurrence. For workers' compensation, the City provides self-insurance up to a $1,000,000 retention level and has acquired excess insurance coverage of $5 million for each claim. The City also purchases commercial insurance for other risks of loss, including property loss and vehicle physical damage. There have been no significant changes in insurance coverage as compared to last year. At June 30, 2022, the present value of the estimated liability for claims payable, discounted at a 2% rate, is $27,444,611, based on an actuarial study. The liability includes an estimate for incurred, but not reported (IBNR), losses and is based on past experience, modified for current trends and information.

Note 7 – Self Insurance (Continued)

Changes in the claims payable amount for the three years ended June 30, 2022 are as follows:

Fiscal Year	Balance Beginning of Year	Addition	Deletion	Balance End of Year
June 30, 2020	$ 21,064,070	$ 5,039,758	$ (3,982,828)	$ 22,121,000
June 30, 2021	22,121,000	5,266,139	(3,785,909)	23,601,230
June 30, 2022	23,601,230	7,018,256	(3,174,875)	27,444,611

Note 8 – Hotel Management Agreements

Montebello Hilton Hotel ("Hilton Garden Inn")

Pursuant to a Hotel Management Agreement dated November 29, 2001, the Montebello Hilton Hotel (Hilton Garden Inn) pays Hotel Adventures LLC ("HALLC") an annual management fee which includes an operational amount and a projected franchise fee assessed by Hilton Hotels. The actual franchise fee amount is paid directly to Hilton Hotels from the City's Hilton Garden Inn (Enterprise) Fund. The obligation of the City to pay the management fee is subordinated to the payment of operating expenses and debt service on the Bonds issued to finance Hotel construction. Unpaid fees, consisting of the management fee and any franchise fee differential between projected franchise fees and actual franchise fees paid to Hilton Hotels, accrue interest at a prime lending rate established by Citibank, N.A.

On November 29, 2018, the City extended the Hotel Management Agreement with HALLC for an additional 15 years until December 17, 2032. Under this new agreement, HALLC shall receive an annual management fee of $597,000. The franchise fee assessed by Hilton Hotels is included in the Hotel operating expenses. Unpaid management fees shall accrue interest at simple annual interest rate equal to that earned in the Local Agency Investment Fund (LAIF).

During the year ended June 30, 2022, the Hotel reported expense for management fees and interest on management fees of $1,039,573. Accrued unpaid expenses for management fees were $357,805 as of June 30, 2022.

Home2Suites

Pursuant to a Hotel Management Agreement dated May 26, 2016, the Montebello Home2Suites Hotel ("H2S") pays Hotel2Suites LLC an annual management fee of $700,000, as adjusted upward or downward based upon changes in the Annual CPI Index. The obligation of the City to pay the management fee is subordinated to the payment of operating expenses and debt service on the Bonds issued to finance H2S construction. The H2S accrued and unpaid management fees were $422,909 as of June 30, 2022.

Note 9 – Defined Benefit Pension Plan

A. General Information About the Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the City's Safety Plan (police and fire) and Miscellaneous Plan (all others), agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System ("CalPERS"), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Miscellaneous	
Hire date	Prior to 1-Jan-13	On or after 1-Jan-13
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 - 55	52 - 67
Benefit per year of service, as a percentage of salary	2.0% to 2.7%	1.0% to 2.5%
Required employee contribution rates	8.000%	6.250%
Required employer contribution rates	11.129%	11.129%

	Safety	
Hire date	Prior to 1-Jan-13	On or after 1-Jan-13
Benefit formula	3.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 - 55	50 - 57
Benefit per year of service, as a percentage of salary	2.0% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9.000%	12.750%
Required employer contribution rates	21.164%	21.164%

Note 9 – Defined Benefit Pension Plan (Continued)

A. General Information About the Pension Plan (Continued)

Employees Covered

At June 30, 2020, the valuation date, the following employees were covered by the benefit terms of the Plan:

	Miscellaneous	Safety
Active employees	333	112
Transferred and terminated employees	428	125
Retired employees and beneficiaries	463	282
Total	1224	519

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2022, the employer contributions recognized as a reduction to the net pension liability for the Miscellaneous and Safety Plan were $2,061,508 and $2,913,777, respectively.

B. Pension Liability

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2020 valuation was rolled forward to determine the June 30, 2021 total pension liability, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirement of GASB
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.00% Net of pension plan investment and adminitrative expenses; including inflation
Mortality Rate Table[1]	Derived using CalPERS' Membership Data for all Funds.

[1]The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Postretirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this tables please refer to the CalPERS experience study and Review of Actuarial Assumption report from December 2017 that can be found on the CalPERS website.

Note 9 – Defined Benefit Pension Plan (Continued)

B. Pension Liability(Continued)

Changes of Assumptions

In 2021, there were no changes in assumptions.

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

Asset Class[1]	Current Allocation	Real Return Years 1-10[2]	Real Return Years 11+[3]
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	100.00%		

[1] In the CalPERS's ACFR, Fixed Income is included in the Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

[2] An expected inflation of 2.00% used for this period.

[3] An expected inflation of 2.92% used for this period.

Note 9 – Defined Benefit Pension Plan (Continued)

C. Changes in the Net Pension Liability

The following table shows the changes in net pension liability recognized over the measurement period for the Miscellaneous agent multiple-employer plan:

Miscellaneous Plan	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Asset) (c) = (a) - (b)
Balance at June 30, 2020 (Valuation Date)	$ 207,674,011	$ 209,346,248	$ (1,672,237)
Changes recognized for the measurement period:			
Service cost	3,191,506	-	3,191,506
Interest on the total pension liability	14,665,797	-	14,665,797
Changes of benefit terms	-	-	-
Difference between expected and actual experience	1,575,308	-	1,575,308
Changes of assumptions	-	-	-
Plan to plan resource movement	-	-	-
Contributions from the employer	-	2,061,508	(2,061,508)
Contributions from employees	-	1,399,212	(1,399,212)
Net investment income, net of administrative expense	-	46,168,935	(46,168,935)
Benefit payments, including refunds of employee contributions	(11,458,063)	(11,458,063)	-
Administrative expense	-	(209,124)	209,124
Other miscellaneous income/ (expense)	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	$ 7,974,548	$ 37,962,468	$ (29,987,920)
Balance at June 30, 2021 (Measurement Date)	$ 215,648,559	$ 247,308,716	$ (31,660,157)

Note 9 – Defined Benefit Pension Plan (Continued)

C. Changes in the Net Pension Liability (Continued)

The following table shows the changes in net pension liability recognized over the measurement period for the Safety agent multiple-employer plan:

	Safety Plan		
	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance at June 30, 2020 (Valuation Date)	$ 270,879,258	$ 271,648,136	$ (768,878)
Changes recognized for the measurement period:			
Service cost	3,827,398	-	3,827,398
Interest on the total pension liability	19,228,565	-	19,228,565
Changes of benefit terms	-	-	-
Difference between expected and actual experience	3,576,407	-	3,576,407
Changes of assumptions	-	-	-
Plan to plan resource movement	-	-	-
Contributions from the employer	-	2,913,777	(2,913,777)
Contributions from employees	-	1,383,844	(1,383,844)
Net investment income, net of administrative expense	-	59,892,826	(59,892,826)
Benefit payments, including refunds of employee contributions	(14,876,758)	(14,876,758)	-
Administrative expense	-	(271,360)	271,360
Other miscellaneous income/ (expense)	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	$ 11,755,612	$ 49,042,329	$ (37,286,717)
Balance at June 30, 2021 (Measurement Date)	$ 282,634,870	$ 320,690,465	$ (38,055,595)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Plan's Net Pension Liability		
	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Miscellaneous Plan	$ (4,178,565)	$ (31,660,157)	$ (54,444,142)
Safety Plan	$ (1,115,292)	$ (38,055,595)	$ (68,437,309)

Note 9 – Defined Benefit Pension Plan (Continued)

C. Changes in the Net Pension Liability (Continued)

Pension Plan Fiduciary Net Position

Detailed information about the plans' fiduciary net position is available in the separately issued CalPERS financial reports. See CalPERS website for additional information.

D. Pension Expenses and Deferred Outflows and Inflows of Resources Related to Pensions

For the year measurement period ending June 30, 2021, the City recognized pension credit of ($3,254,790) and ($4,133,145) for the miscellaneous and safety plans, respectively.

As of June 30, 2022, the City has deferred outflows and deferred inflows of resources related to pensions for the Miscellaneous Plan as follows:

Miscellaneous Plan		
	Deferred outflows of Resources	Deferred inflows of Resources
Contributions made after the measurement date	$ 1,942,722	$ -
Difference between expected and actual experience	991,861	(393,863)
Net difference between projected and actual earning on pension plan investments	-	(22,231,481)
Total	$ 2,934,583	$ (22,625,344)

The amounts above are net of outflows and inflows recognized in the 2020-2021 measurement period expense.

The expected average remaining service lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the Miscellaneous Plan, for the 2020-21 measurement period is 2.7 years, which was obtained by dividing the total service years of 3,277 (the sum of remaining service lifetimes of the active employees) by 1.224 (the total number of participants: active, inactive, and retired), respectively.

The $1,942,722 reported as deferred outflows represents contributions made after the measurement date of the net pension liability but before the end of the City's reporting period and will be recognized as a reduction of the net pension liability in the year ending June 30, 2023.

Note 9 – Defined Benefit Pension Plan (Continued)

D. Pension Expenses and Deferred Outflows and Inflows of Resources Related to Pensions (Continued)

Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ending June 30	Deferred Outflows/ (Inflows) of Resources Miscellaneous Plan
2022	$ (5,305,170)
2023	(4,731,648)
2024	(5,296,491)
2025	(6,300,174)
2026	-
Thereafter	-
	$ (21,633,483)

As of June 30, 2022, the City has deferred outflows and deferred inflows of resources related to pensions for the Safety Plan as follows:

	Safety Plan	
	Deferred outflows of Resources	Deferred inflows of Resources
Contributions made after the measurement date	$ 2,856,615	$ -
Changes of assumptions	-	-
Difference between expected and actual experience	2,086,237	(74,532)
Net difference between projected and actual earning on pension plan investments	-	(28,613,231)
Total	$ 4,942,852	$ (28,687,763)

The amounts above are net of outflows and inflows recognized in the 2020-2021 measurement period expense.

The expected average remaining service lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the Safety Plan for the 2020-21 measurement period is 2.4 years, which was obtained by dividing the total service years of 1,259 (the sum of remaining service lifetimes of the active employees) by 519 (the total number of participants: active, inactive, and retired), respectively.

The $2,856,615 reported as deferred outflows of resources represents contributions made after the measurement date of the net pension liability but before the end of the City's reporting period and will be recognized as a reduction of the net pension liability in the year ending June 30, 2023.

Note 9 – Defined Benefit Pension Plan (Continued)

D. Pension Expenses and Deferred Outflows and Inflows of Resources Related to Pensions (Continued)

Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ending June 30	Deferred Outflows/ (Inflows) of Resources Safety Plan
2022	$ (5,615,957)
2023	(6,011,542)
2024	(6,801,431)
2025	(8,172,596)
2026	-
Thereafter	-
	$ (26,601,526)

Note 10 – Other Postemployment Benefits ("OPEB")

A. General Information About the Other Postemployment Benefit Plan

Plan Description

The City provides postemployment healthcare benefits to eligible employees at retirement through a single-employer defined benefit other postemployment benefits ("OPEB") plan administered by the City. Benefit provisions are established through agreements and memorandums of agreement between the City, its management employees, and unions representing the City's employees.

Benefits Provided

The City provides the minimum required employer contributions under the CalPERS Health Plan for eligible retirees and surviving spouses in receipt of a pension benefit from PERS. An employee is eligible for this employer contribution provided they are vested in their PERS pension benefit and commence payment for their pension benefit when retiring from the City. The surviving spouse of an eligible retiree who elected spouse coverage under CalPERS is eligible for the employer contribution upon the death of the retiree.

Additional Benefits for Miscellaneous Employees

The current retiree health benefit is a monthly allowance that is payable to the eligible retiree and will be reduced by any amounts paid by the City towards health insurance for the retiree. The monthly allowance is available only to the retired employee and does not continue to a surviving spouse. The retiree is not required to continue medical insurance through the City to receive the monthly allowance. The monthly allowance is currently $25 for each year of service with the City up to 25 years ($625 maximum per month).

Note 10 – Other Postemployment Benefits ("OPEB") (Continued)

A. General Information About the Other Postemployment Benefit Plan (Continued)

Additional Benefits for Miscellaneous Employees (Continued)

The monthly allowance is payable up to Medicare eligibility age (currently age 65).

Eligibility from the monthly allowance requires retirement from the City on or after age 50 with at least 15 years of active City service at retirement. Disability retirement requires 10 years of active City service and has no age requirement. Montebello Mid- Management Association ("MMMA") and Montebello Supervisors Association ("MSA") employees are not eligible for this allowance unless they made a one-time election for this benefit in lieu of a City contribution to a 401 (a) plan.

Additional Benefits Safety (Fire and Police) Employees

The current retiree health benefit is a monthly allowance that is payable to the eligible retiree and will be reduced by any amounts paid by the City towards health insurance for the retiree. The monthly allowance is available only to the retired employee and does not continue to a surviving spouse. The retiree is not required to continue medical insurance through the City to receive the monthly allowance. The monthly allowance is currently $25 for each year of service with the City up to 25 years ($625 maximum per month). The monthly allowance is payable during the retiree's lifetime for members of Montebello Police Officers Association ("MPOA"), Montebello Police Management Association ("MPMA") and Montebello Fire Fighters Association ("MFFA") and to Medicare eligibility age for all unrepresented Safety employees.

Eligibility from the monthly allowance requires retirement from the City on or after age 50 with at least 15 years of active City service at retirement. Disability retirement requires only 10 years of active City service and has no age requirement. Prior to August 2008, MFA employees received a contribution to a 401 (a) (h) plan in lieu of retiree health benefits.

The City also pays 1% of payroll into a Health Reimbursement Account for MPOA, MPMA and, commencing in 2008 for MFA employees.

Employees Covered

At June 30, 2020, the valuation date, the following numbers of participants were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	181
Active plan members	343
Total	524

Contributions

The plan is not funded. The City finances these benefits on a pay-as-you-go basis.

Note 10 – Other Postemployment Benefits ("OPEB") (Continued)

B. Net OPEB Liability

Actuarial Methods and Assumptions Used to Determine Total OPEB Liability

The City's total OPEB liability was measured as of June 30, 2021 for the measurement period July 1, 2020 through June 30, 2021. The total OPEB liability used to calculate the total OPEB liability was determined by an actuarial valuation dated June 30, 2020, based on the following actuarial assumptions:

Actuarial Cost Method	Entry Age, Level Percent of Pay
Actuarial Assumptions:	
Inflation	2.75%
Salary Increases	Based on the 2017 experience study for CalPERS pension
Discount Rate	2.66% as of June 30, 2020 and 1.92% as of June 30, 2021
Moratlity rates	Scale MP-2020
Healthcare cost trend rate	6.25% for 2021 decreasing 0.25% per year to and ultimate rate of 4.50% for 2028 and later years

Discount Rate

The discount rate used to measure the total OPEB liability are based on the S&P Municipal Bond 20 Year High Grade Index. This index indicates discount rates of 2.66% as of June 30, 2020 and 1.92% as of June 30, 2021.

C. Changes in the Net OPEB Liability

The changes in the total OPEB liability for the plan are as follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	**Plan Fiduciary Net Position (b)**	**Net OPEB Liability (c) = (a) - (b)**
Balance at June 30, 2020	$ 30,359,256	$ -	$ 30,359,256
Changes recognized for the measurement period:			
Service cost	1,192,947	-	1,192,947
Interest on the total OPEB liability	820,237	-	820,237
Changes of benefit terms	-	-	-
Difference between expected and actual experience	-	-	-
Changes of assumptions	2,766,372	-	2,766,372
Contributions from the employer	-	1,441,914	(1,441,914)
Contributions from employees	-	-	-
Net investment income, net of administrative expense	-	-	-
Benefit payments, including refunds of employee contributions	(1,441,914)	(1,441,914)	-
Administrative expense	-	-	-
Net Changes during July 1, 2020 to June 30, 2021	$ 3,337,642	$ -	$ 3,337,642
Balance at June 30, 2021 (Measurement Date)	$ 33,696,898	$ -	$ 33,696,898

Note 10 – Other Postemployment Benefits ("OPEB") (Continued)

C. Changes in the Net OPEB Liability (Continued)

Sensitivity of the Net OPEB liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point higher or one percentage point lower than the current discount rate, for the measurement period June 30, 2021:

Plan's Net OPEB Liability/(Asset)		
Discount Rate - 1% (0.92%)	Current Discount Rate (1.92%)	Discount Rate + 1% (2.92%)
$ 38,131,433	$ 33,696,898	$ 30,046,135

Sensitivity of the Net OPEB liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would it were calculated using healthcare cost trend rates that are one percentage point higher or one percentage point lower than the current healthcare cost trend rates:

Plan's Net OPEB Liability/(Asset)		
1% Decrease (5.25% decreasing to 3.50%)	Current Rate (6.25% decreasing to 4.50%)	1% Increase (7.25% decreasing to 5.50%)
$ 31,068,112	$ 33,696,898	$ 36,643,907

D. OPEB Expense and Deferred Inflows and Outflows of Resources Related to OPEB

For the year ended June 30, 2022, the City recognized OPEB expense of $2,054,726. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

OPEB Plan		
	Deferred outflows of Resources	Deferred inflows of Resources
Contributions made after the measurement date	$ 1,514,821	$ -
Changes of assumptions	4,497,518	(438,515)
Difference between expected and actual experience	-	(2,226,980)
Total	$ 6,012,339	$ (2,665,495)

Note 10 – Other Postemployment Benefits ("OPEB") (Continued)

D. OPEB Expense and Deferred Inflows and Outflows of Resources Related to OPEB (Continued)

The $1,514,821 reported as deferred outflows of resources represents contributions made after the measurement date of the OPEB liability but before the end of the City's reporting period and will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB credit as follows:

Measurement Period Ending June 30,	Deferred Outflows /(Inflows) of Resources
2022	$ 211,162
2023	211,161
2024	211,161
2025	211,161
2026	320,790
Thereafter	666,588
	$ 1,832,023

Note 11 – Net Investment in Capital Assets

The net investment in capital assets for governmental activities, business-type activities, and enterprise funds is calculated as follows:

	Governmental Activities	Business-Type Activities
Total capital assets, net	$ 104,617,396	$ 106,336,638
Unspent capital debt proceeds	15,161,364	46,299
Deferred loss on refunding debt	134,111	40,963
Capital related debt	(40,184,923)	(70,945,713)
Deferred gain on refunding debt	-	(529,498)
Net investment in capital assets	$ 79,727,948	$ 34,948,689

	Enterprise Fund				
	Transit System Fund	Golf Course	Montebello Hilton	Home2Suites	Water Fund
Total capital assets, net	$ 41,966,132	$ 7,105,025	$ 11,862,931	$ 44,482,237	$ 920,313
Unspent capital debt proceed	46,299	-	-	-	-
Deferred loss on refunding debt	-	40,963	-	-	-
Capital related debt	(636,786)	(2,026,052)	(11,383,313)	(56,718,005)	(181,557)
Deferred gain on refunding debt	-	-	(529,498)	-	-
Net investment in capital assets	$ 41,375,645	$ 5,119,936	$ (49,880)	$ (12,235,768)	$ 738,756

Note 12 – Fund Balance Classifications

Fund balances for the governmental funds at June 30, 2022 consisted of the following:

	General Fund	Retirement Fund	Transportation and Street Improvement Funds	Public Financing Authority	Nonmajor Governmental Fund	Total
Nonspendable:						
Advances to other funds	$ 3,159,680	$ -	$ -	$ -	$ -	$ 3,159,680
Prepaid items	195,722	-	28,970	-	121,437	346,129
Property held for resale	682,538	-	-	-	-	682,538
Total nonspendable	4,037,940	-	28,970	-	121,437	4,188,347
Restricted:						
Retirement	-	21,046,898	-	-	-	21,046,898
Community development	-	-	-	-	8,849,308	8,849,308
Public safety	-	-	-	-	965,996	965,996
Capital projects	374,594	-	14,786,770	-	214,580	15,375,944
Transportation	-	-	13,854,886	-	-	13,854,886
Debt service	-	-	-	371,706	-	371,706
Total restricted	374,594	21,046,898	28,641,656	371,706	10,029,884	60,464,738
Committed:						
Encumbrances	459,491	-	-	-	-	459,491
Total committed	459,491	-	-	-	-	459,491
Unassigned:						
Fund balance (deficit)	9,844,229	-	-	-	(262,960)	9,581,269
Total unassigned	9,844,229	-	-	-	(262,960)	9,581,269
Total fund balances	$14,716,254	$21,046,898	$28,670,626	$ 371,706	$ 9,888,361	$74,693,845

Note 13 – Stewardship, Compliance and Accountability

The following expenditures for the year ended June 30, 2022, exceeded appropriations in the following funds and functions:

Funds	Appropriation	Expenditures	Expenditures over Appropriation
Major Governmental Funds:			
General Fund			
General government	$ 7,203,177	$ 7,508,181	$ (305,004)
Parks, recreation, and culture	4,489,521	4,711,686	(222,165)
Debt service:			
Principal retirement	1,012,235	1,254,815	(242,580)
Interest and fiscal charges	170,500	397,418	(226,918)
Retirement Special Revenue Funds			
General government	126,400	191,001	(64,601)
Transportation and Street Improvement			
Special Revenue Funds			
Public works	354,200	780,492	(426,292)
Nonmajor Governmental Funds:			
Supplemental Law Enforcement Special Revenue Fund			
Capital Outlay	-	1,794	(1,794)
Grants Special Revenue Fund			
Housing and community development	105,000	481,757	(376,757)
George Miller Estate Donations Special Revenue Fund			
Public safety	65,750	73,224	(7,474)
Measure W Special Revenue Fund			
Public works	298,447	869,375	(570,928)
Housing Successor Agency Special Revenue Fund			
Housing and community development	2,500	25,083	(22,583)

The following funds had deficit fund balances or net position at June 30, 2022. Management expects to eliminate the deficits with subsequent revenue in the funds or transfers from the General Fund.

Funds	Amount
Enterprise Funds:	
Montebello Hilton	$ (83,562)
Home2Suites	(1,724,814)
Internal Service Fund:	
Self-insurance	(20,326,439)
Nonmajor Governmental Funds:	
Supplemental Law Enforcement Special Revenue Fund	(170,676)
CDBG Special Revenue Fund	(92,284)

Note 14 – Construction Commitments

The City had outstanding construction commitments in the amount of $3,675,769 for governmental activities and $13,958,277 for business-type activities at June 30, 2022 as follows:

Governmental Activities	
General Fund	$ 459,491
Transportation and Street Improvement Special Revenue Funds	3,012,401
Nonmajor governmental funds	203,877
Total Governmental Activities	$ 3,675,769
Business-type Activities	
Golf Enterprise Fund	$13,958,277

Note 15 – Contingencies

The City is involved in several pending lawsuits of a nature common to many similar jurisdictions. City management estimates that potential claims against the City, not covered by insurance, will not have a material adverse effect on the financial statements of the City.

Note 16 – Prior Period Adjustments

The beginning net positions and fund balances were restated as following:

	Governmental-Wide
	Governmental Activities
Beginning, as previously reported	$ (20,800,935)
Prior year revenue correction	(102,725)
Notes payable	889,106
Beginning, as restated	$ (20,014,554)

Note 16 – Prior Period Adjustments (Continued)

	Governmental Funds			Fiduciary Funds	
	CDBG Special Revenue Fund	HOME Special Revenue Fund	Total Governmental Fund	Successor Agency Private-Purpose Trust Fund	Custodial Fund
Beginning, as previously reported as previously reported	$ 17,256	$ (125,342)	$ (108,086)	$ (366,104)	$ -
Unavailable revenue	543,530	145,000	688,530	-	-
Prior year revenue correction	(202,140)	99,415	(102,725)	-	-
Land held for resale	-	-	-	10,400,000	-
Capital assets	-	-	-	(246,853)	-
Deposits	-	-	-	-	1,280,426
Beginning, as restated	$ 358,646	$ 119,073	$ 477,719	$ 9,787,043	$ 1,280,426

Governmental activities beginning net position was restated to correct the reporting of unavailable revenue for loans receivable in CDBG Special Revenue Fund and HOME Special Revenue Fund and to correct notes payable to HUD in HOME Special Revenue Fund which repayment was completed in fiscal year 2020.

The beginning net position of Successor Agency Private-Purpose Trust Fund was restated to correct the land held for resale not reported previously and to catch up capital assets depreciation.

The beginning net position of custodial fund was restated to implement GASB 84, *Fiduciary Activities*.

Note 17 – Subsequent Events

Lease Revenue Bond, Series 2022A Issuance

On December 1, 2022, the City issued Taxable Lease Revenue Bonds, Series 2022A in the amount of $15,700,000 to fund for design, architectural, engineering, construction, and other related costs of the Golf Course Improvement Project. The bonds bear an interest rate of 5% and the principal matures in amounts ranging $230,000 to $975,000 through May 2053.

Lease Revenue Bond, Series 2022B Issuance

On December 1, 2022, the City issued Taxable Lease Revenue Bonds, Series 2022B in the amount of $55,965,000 to finance the costs to design and construct a driving range and entertainment venue to be operated by Topgolf USA MB, LLC. The bonds bear an interest rates of 5.15% to 6.50% and the principal matures in amounts ranging $805,000 to $4,785,000 through May 2043.

Sale of City's Water System

On December 1, 2022, the California Public Utilities Commission authorized the sale of the City's water system and related assets to the San Gabriel Valley Water Company ("SGVWC"). The City received the sale proceeds of $16.411 million on February 13, 2023. The City retains certain water rights and will lease such rights to SGVWC.

REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)

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City of Montebello
Budgetary Comparison Schedule
General Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Taxes	$ 37,831,100	$ 37,831,100	$ 42,505,700	$ 4,674,600
Intergovernmental	7,500	7,500	6,311,326	6,303,826
Licenses and permits	6,101,500	6,101,500	7,806,258	1,704,758
Fines and forfeitures	2,250,000	2,250,000	2,512,256	262,256
Use of money and property	225,000	225,000	(869,471)	(1,094,471)
Charges for services	7,807,350	7,807,350	8,077,509	270,159
Other revenue	557,500	557,500	560,220	2,720
Total revenues	54,779,950	54,779,950	66,903,798	12,123,848
EXPENDITURES:				
Current:				
General government	6,089,500	7,203,177	7,508,181	(305,004)
Public safety	33,577,820	34,489,873	33,255,910	1,233,963
Public works	10,338,000	12,765,829	11,882,266	883,563
Parks, recreation, and culture	4,424,550	4,489,521	4,711,686	(222,165)
Housing and community development	2,489,820	3,088,582	2,370,064	718,518
Capital outlay	481,500	3,025,000	2,073,997	951,003
Debt service:				
Principal	997,800	1,012,235	1,254,815	(242,580)
Interest	170,500	170,500	397,418	(226,918)
Total expenditures	58,569,490	66,244,717	63,454,337	2,790,380
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,789,540)	(11,464,767)	3,449,461	14,914,228
OTHER FINANCING SOURCES (USES):				
Transfers in	4,100,000	4,100,000	3,637,348	(462,652)
Proceeds from sale of asset	-	-	44,300	44,300
Total other financing sources (uses)	4,100,000	4,100,000	3,681,648	(418,352)
NET CHANGE IN FUND BALANCE	$ 310,460	$ (7,364,767)	7,131,109	$ 14,495,876
FUND BALANCE:				
Beginning of year			7,585,145	
End of Year			$ 14,716,254	

City of Montebello
Budgetary Comparison Schedule (Continued)
Retirement Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)
REVENUES				
Taxes	$ 15,046,000	$ 15,046,000	$ 14,569,128	$ (476,872)
Use of money and property	125,000	125,000	98,079	(26,921)
Total revenues	15,171,000	15,171,000	14,667,207	(503,793)
EXPENDITURES				
Current:				
General government	126,400	126,400	191,001	(64,601)
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	15,044,600	15,044,600	14,476,206	(568,394)
OTHER FINANCING USES				
Transfers out	(11,521,700)	(11,521,700)	(11,040,588)	481,112
Total other financing (uses)	(11,521,700)	(11,521,700)	(11,040,588)	481,112
NET CHANGE IN FUND BALANCE	$ 3,522,900	$ 3,522,900	3,435,618	$ (87,282)
FUND BALANCE				
Beginning of year			17,611,280	
End of year			$ 21,046,898	

City of Montebello
Budgetary Comparison Schedule (Continued)
Transportation and Street Improvement Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)
REVENUES				
Intergovernmental	$ 6,790,200	$ 6,790,200	$ 7,799,136	$ 1,008,936
Use of money and property	48,000	48,000	84,531	36,531
Total revenues	6,838,200	6,838,200	7,883,667	1,045,467
EXPENDITURES				
Current:				
Public works	354,200	354,200	780,492	(426,292)
Capital outlay	8,933,074	8,933,074	5,396,999	3,536,075
Total expenditures	9,287,274	9,287,274	6,177,491	3,109,783
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	(2,449,074)	(2,449,074)	1,706,176	4,155,250
OTHER FINANCING USES				
Transfers out	(2,135,900)	(2,135,900)	(2,135,916)	(16)
Total other financing (uses)	(2,135,900)	(2,135,900)	(2,135,916)	(16)
NET CHANGE IN FUND BALANCE	$ (4,584,974)	$ (4,584,974)	(429,740)	$ 4,155,234
FUND BALANCE				
Beginning of year			29,100,366	
End of year			$ 28,670,626	

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City of Montebello
Required Supplementary Information (Unaudited)
Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2022

Budget and Budgetary Accounting

The City follows these procedures in establishing the operating budgetary data reflected in the financial statements:

a. The annual budget adopted by the City Council provides for the general operation of the City. It includes proposed expenditures and estimated revenues for all governmental fund types.

b. The City Manager is authorized to transfer certain appropriations between activities within any department in accordance with the budget resolution.

c. The budget is formally integrated into the accounting system.

d. Budgets for the General and Special Revenue Funds are adopted on a basis consistent with accounting principles generally accepted in the United States of America. The modified accrual basis of accounting is employed in the preparation of the budget.

e. At fiscal year-end, operating budget appropriations lapse. Incomplete capital improvements are rolled over to the new fiscal year. Projects that are not started during the budget year are re-evaluated in the following year.

The budgetary comparison schedule is not presented for the Inmate Welfare Special Revenue Fund due to no approved budget for the year ended June 30, 2022.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

Measurement period	2013-14[1]	2014-15	2015-16	2016-17	2017-18
Total pension liability					
Service cost	$ 2,802,157	$ 2,918,611	$ 2,703,362	$ 2,932,068	$ 2,914,031
Interest	11,639,094	12,022,505	12,395,700	12,673,319	13,109,478
Differences between expected and actual experience	-	(2,072,412)	(2,550,443)	(2,393,873)	531,297
Changes of assumptions	-	(2,949,227)	-	10,512,651	(1,078,751)
Benefit payments, including refunds of employee contributions	(7,364,542)	(7,653,087)	(7,156,315)	(9,080,226)	(8,817,355)
Net change in total pension liability	7,076,709	2,266,390	5,392,304	14,643,939	6,658,700
Total pension liability - beginning	157,469,110	164,545,819	166,812,209	172,204,513	186,848,452
Total pension liability - ending (a)	$ 164,545,819	$ 166,812,209	$ 172,204,513	$ 186,848,452	$ 193,507,152
Pension fiduciary net position					
Contributions - employer	$ 3,168,029	$ 3,123,518	$ 3,474,912	$ 3,893,457	$ 4,404,730
Contributions - employee	1,468,002	1,260,428	1,208,725	1,186,191	1,198,860
Net investment income[2]	19,352,467	2,844,663	665,613	13,752,535	11,334,145
Benefit payments, including refunds of employee contributions	(7,364,542)	(7,653,087)	(7,156,315)	(9,080,226)	(8,817,355)
Plan to plan resources movement	-	-	-	(1,197)	(334)
Administrative expense	-	(144,043)	(78,007)	(186,195)	(211,420)
Other miscellaneous income/ (expense)	-	-	-	-	(401,491)
Net change in plan fiduciary net position	16,623,956	(568,521)	(1,885,072)	9,564,565	7,507,135
Plan fiduciary net position - beginning	111,940,967	128,564,923	127,996,402	126,111,330	135,675,895
Plan fiduciary net position - ending (b)	$ 128,564,923	$ 127,996,402	$ 126,111,330	$ 135,675,895	$ 143,183,030
Plan net pension liability - ending (a) - (b)	$ 35,980,896	$ 38,815,807	$ 46,093,183	$ 51,172,557	$ 50,324,122
Plan fiduciary net position as a percentage of the total pension liability	78.13%	76.73%	73.23%	72.61%	73.99%
Covered payroll	$ 15,828,716	$ 16,304,182	$ 16,324,646	$ 16,116,462	$ 15,903,678
Plan net pension liability as a percentage of covered payroll	227.31%	238.07%	282.35%	317.52%	316.43%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Net of administrative expenses for measurement period 2013-14.

Notes to Schedule:

Benefit Changes: There were no benefit changes.

Change of Assumptions: None in 2019 - 2021. In 2018, demographic assumptions and inflation rates were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15 %. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios (Continued)
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

Measurement period	2018-19	2019-20	2020-21
Total pension liability			
Service cost	$ 2,908,539	$ 2,826,979	$ 3,191,506
Interest	13,768,761	14,108,298	14,665,797
Differences between expected and actual experience	2,360,490	(1,969,315)	1,575,308
Changes of assumptions	-	-	-
Benefit payments, including refunds of employee contributions	(9,503,625)	(10,333,268)	(11,458,063)
Net change in total pension liability	9,534,165	4,632,694	7,974,548
Total pension liability - beginning	193,507,152	203,041,317	207,674,011
Total pension liability - ending (a)	$ 203,041,317	$ 207,674,011	$ 215,648,559
Pension fiduciary net position			
Contributions - employer	$ 5,051,169	$ 61,879,526	$ 2,061,508
Contributions - employee	1,198,617	1,324,939	1,399,212
Net investment income[2]	9,332,756	7,525,227	46,168,935
Benefit payments, including refunds of employee contributions	(9,503,625)	(10,333,268)	(11,458,063)
Plan to plan resources movement	-	-	
Administrative expense	(102,178)	(210,279)	(209,124)
Other miscellaneous income/ (expense)	334	-	
Net change in plan fiduciary net position	5,977,073	60,186,145	37,962,468
Plan fiduciary net position - beginning	143,183,030	149,160,103	209,346,248
Plan fiduciary net position - ending (b)	$ 149,160,103	$ 209,346,248	$ 247,308,716
Plan net pension liability - ending (a) - (b)	$ 53,881,214	$ (1,672,237)	$ (31,660,157)
Plan fiduciary net position as a percentage of the total pension liability	73.46%	100.81%	114.68%
Covered payroll	$ 16,045,340	$ 15,953,606	$ 18,031,110
Plan net pension liability as a percentage of covered payroll	335.81%	-10.48%	-175.59%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Net of administrative expenses for measurement period 2013-14.

Notes to Schedule:

Benefit Changes: There were no benefit changes.

Change of Assumptions: None in 2019 - 2021. In 2018, demographic assumptions and inflation rates were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15 %. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

	2013-14[1]	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	$ 3,123,518	$ 3,474,912	$ 3,893,457	$ 4,395,719	$ 4,404,730
Contributions in relation to the actuarially determined contribution	(3,123,518)	(3,474,912)	(3,893,457)	(4,395,719)	(4,404,730)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll[2]	$ 16,304,182	$ 16,324,646	$ 16,116,462	$ 16,116,462	$ 15,903,678
Contributions as a percentage of covered payroll	19.16%	21.29%	24.16%	27.27%	27.70%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Include one year's payroll growth using 2.75 percent

Notes to Schedule:

Valuation date:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value of assets
Inflation	2.50%
Salary increases	Varies by Entry age and Service
Payroll Growth	2.75%
Investment rate of return	7.00% including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using Scale MP-2016 published by the Society of Actuaries.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions (Continued)
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

	2018-19	2019-20	2020-21	2021-22
Actuarially determined contribution	$ 5,051,169	$ 5,980,507	$ 2,061,508	$ 1,942,722
Contributions in relation to the actuarially determined contribution	(5,051,169)	(61,879,526)	(2,061,508)	(1,942,722)
Contribution deficiency (excess)	$ -	$ (55,899,019)	$ -	$ -
Covered payroll[2]	$ 16,045,340	$ 15,953,606	$ 18,031,110	$ 18,526,966
Contributions as a percentage of covered payroll	31.48%	37.49%	11.43%	10.49%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Include one year's payroll growth using 2.75 percent

Notes to Schedule:

Valuation date:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value of assets
Inflation	2.50%
Salary increases	Varies by Entry age and Service
Payroll Growth	2.75%
Investment rate of return	7.00% including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using Scale MP-2016 published by the Society of Actuaries.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

Measurement period	2013-14[1]	2014-15	2015-16	2016-17	2017-18
Total pension liability					
Service cost	$ 3,199,355	$ 3,228,635	$ 3,178,292	$ 3,513,114	$ 3,422,176
Interest	15,059,257	15,555,154	16,109,903	16,587,154	17,067,923
Differences between expected and actual experience	-	(1,653,000)	(831,534)	(484,213)	(273,569)
Changes of assumptions	-	(3,773,844)	-	13,789,932	(910,340)
Benefit payments, including refunds of employee contributions	(10,199,284)	(10,403,035)	(10,947,880)	(11,772,390)	(12,521,308)
Net change in total pension liability	8,059,328	2,953,910	7,508,781	21,633,597	6,784,882
Total pension liability - beginning	204,290,062	212,349,390	215,303,300	222,812,081	244,445,678
Total pension liability - ending (a)	$ 212,349,390	$ 215,303,300	$ 222,812,081	$ 244,445,678	$ 251,230,560
Pension fiduciary net position					
Contributions - employer	$ 6,437,996	$ 4,710,747	$ 5,153,218	$ 5,358,752	$ 6,104,047
Contributions - employee	1,627,017	1,207,244	1,193,160	949,049	1,070,001
Net investment income[2]	22,955,341	3,345,009	737,269	16,289,173	13,313,614
Benefit payments, including refunds of employee contributions	(10,199,284)	(10,403,035)	(10,947,880)	(11,772,390)	(12,521,308)
Plan to plan resources movement	-	-	-	-	(390)
Administrative expense	-	(172,263)	(93,329)	(220,253)	(248,987)
Other miscellaneous income/ (expense)	-	-	-	-	(472,831)
Net change in plan fiduciary net position	20,821,070	(1,312,298)	(3,957,562)	10,604,331	7,244,146
Plan fiduciary net position - beginning	133,628,287	154,449,357	153,137,059	149,179,497	159,783,828
Plan fiduciary net position - ending (b)	$ 154,449,357	$ 153,137,059	$ 149,179,497	$ 159,783,828	$ 167,027,974
Plan net pension liability - ending (a) - (b)	$ 57,900,033	$ 62,166,241	$ 73,632,584	$ 84,661,850	$ 84,202,586
Plan fiduciary net position as a percentage of the total pension liability	72.73%	71.13%	66.95%	65.37%	66.48%
Covered payroll	$ 11,224,230	$ 11,922,582	$ 11,768,402	$ 11,568,474	$ 11,280,908
Plan net pension liability as a percentage of covered payroll	515.85%	521.42%	625.68%	731.83%	746.42%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Net of administrative expenses for measurement period 2013-14.

Notes to Schedule:

Benefit Changes: There were no benefit changes.

Change of Assumptions: None in 2019 - 2021. In 2018, demographic assumptions and inflation rates were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15 %. In 2016,there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios (Continued)
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

Measurement period	2018-19	2019-20	2020-21
Total pension liability			
Service cost	$ 3,246,398	$ 3,431,014	$ 3,827,398
Interest	17,893,099	18,421,868	19,228,565
Differences between expected and actual experience	4,006,198	(322,974)	3,576,407
Changes of assumptions	-	-	-
Benefit payments, including refunds of employee contributions	(13,213,664)	(13,813,241)	(14,876,758)
Net change in total pension liability	11,932,031	7,716,667	11,755,612
Total pension liability - beginning	251,230,560	263,162,591	270,879,258
Total pension liability - ending (a)	$ 263,162,591	$ 270,879,258	$ 282,634,870
Pension fiduciary net position			
Contributions - employer	$ 6,932,392	$ 103,113,849	$ 2,913,777
Contributions - employee	1,076,975	1,411,375	1,383,844
Net investment income[2]	10,771,929	8,702,502	59,892,826
Benefit payments, including refunds of employee contributions	(13,213,664)	(13,813,241)	(14,876,758)
Plan to plan resources movement	-	-	-
Administrative expense	(119,195)	(243,150)	(271,360)
Other miscellaneous income/ (expense)	390	-	-
Net change in plan fiduciary net position	5,448,827	99,171,335	49,042,329
Plan fiduciary net position - beginning	167,027,974	172,476,801	271,648,136
Plan fiduciary net position - ending (b)	$ 172,476,801	$ 271,648,136	$ 320,690,465
Plan net pension liability - ending (a) - (b)	$ 90,685,790	$ (768,878)	$ (38,055,595)
Plan fiduciary net position as a percentage of the total pension liability	65.54%	100.28%	113.46%
Covered payroll	$ 10,934,684	$ 11,486,487	$ 12,681,903
Plan net pension liability as a percentage of covered payroll	829.34%	-6.69%	-300.08%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Net of administrative expenses for measurement period 2013-14.

Notes to Schedule:

Benefit Changes: There were no benefit changes.

Change of Assumptions: None in 2019 - 2021. In 2018, demographic assumptions and inflation rates were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15 %. In 2016,there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

	2013-14[1]	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	$ 4,710,747	$ 5,153,218	$ 5,358,752	$ 6,096,263	$ 6,104,047
Contributions in relation to the actuarially determined contribution	(4,710,747)	(5,153,218)	(5,358,752)	(6,096,263)	(6,104,047)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll[2]	$ 11,922,582	$ 11,768,402	$ 11,568,474	$ 11,568,474	$ 11,280,908
Contributions as a percentage of covered payroll	39.51%	43.79%	46.32%	52.70%	54.11%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Include one year's payroll growth using 2.75 percent

Notes to Schedule:

Valuation date:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value of assets
Inflation	2.50%
Salary increases	Varies by Entry age and Service
Payroll Growth	2.75%
Investment rate of return	7.00% including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using Scale MP-2016 published by the Society of Actuaries.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions (Continued)
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

	2018-19	2019-20	2020-21	2021-22
Actuarially determined contribution	$ 6,932,392	$ 8,312,339	$ 2,711,170	$ 2,856,615
Contributions in relation to the actuarially determined contribution	(6,932,392)	(103,113,849)	(2,711,170)	(2,856,615)
Contribution deficiency (excess)	$ -	$ (94,801,510)	$ -	$ -
Covered payroll[2]	$ 10,934,684	$ 11,486,487	$ 12,681,903	$ 13,030,655
Contributions as a percentage of covered payroll	63.40%	72.37%	21.38%	21.92%

[1] Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

[2] Include one year's payroll growth using 2.75 percent

Notes to Schedule:

Valuation date:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value of assets
Inflation	2.50%
Salary increases	Varies by Entry age and Service
Payroll Growth	2.75%
Investment rate of return	7.00% including inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using Scale MP-2016 published by the Society of Actuaries.

City of Montebello
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years*

Other Postemployment Benefit Plan

Measurement period	2016-2017*	2017-2018	208-2019	2019-2020	2020-2021
Total OPEB liability					
Service cost	$ 1,079,041	$ 1,115,728	$ 972,274	$ 1,000,546	$ 1,192,947
Interest	849,121	970,765	1,059,759	1,060,584	820,237
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experience	-	(59,573)	-	(2,969,308)	-
Changes of assumptions	(2,111,032)	1,069,938	(767,402)	2,769,257	2,766,372
Benefit payments, including refunds of employee contributions	(1,039,463)	(1,151,779)	(1,301,168)	(1,422,435)	(1,441,914)
Net change in total OPEB liability	(1,222,333)	1,945,079	(36,537)	438,644	3,337,642
Total OPEB liability - beginning	29,234,403	28,012,070	29,957,149	29,920,612	30,359,256
Total OPEB liability - ending (a)	$ 28,012,070	$ 29,957,149	$ 29,920,612	$ 30,359,256	$ 33,696,898
OPEB fiduciary net position**					
Contributions - employer	$ 1,039,463	$ 1,151,779	$ 1,301,168	$ 1,422,435	$ 1,441,914
Contributions - member	-	-	-	-	-
Net investment income	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(1,039,463)	(1,151,779)	(1,301,168)	(1,422,435)	(1,441,914)
Plan to plan resources movement	-	-	-	-	-
Administrative expense	-	-	-	-	-
Other expense	-	-	-	-	-
Net change in plan fiduciary net position	-	-	-	-	-
Plan fiduciary net position - beginning	-	-	-	-	-
Plan fiduciary net position - ending (b)	$ -	$ -	$ -	$ -	$ -
Plan net OPEB liability - ending (a) - (b)	$ 28,012,070	$ 29,957,149	$ 29,920,612	$ 30,359,256	$ 33,696,898
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%
Covered employee payroll	$ 19,234,000	N/A	N/A	N/A	$ 31,317,575
Plan net OPEB liability as a percentage of covered employee payroll	145.64%	N/A	N/A	N/A	107.60%

Notes to Schedule:

*Measurement period 2017 was the first year of implementation, therefore only five years are shown

**The Plan is not funded and on a pay-as-you go basis

***No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

SUPPLEMENTARY INFORMATION

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City of Montebello
Schedule of Revenues, Expenditure, and Change in Fund Balance - Budget and Actual
Public Financing Authority Debt Service Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)
REVENUES				
Use of money and property	$ -	$ -	$ 543	$ 543
Other revenue	1,507,000	1,507,000	1,506,936	(64)
Total revenues	1,507,000	1,507,000	1,507,479	479
EXPENDITURES				
Debt service:				
Principal	5,876,200	5,876,200	5,876,027	173
Interest	5,171,300	5,171,300	5,170,131	1,169
Total expenditures	11,047,500	11,047,500	11,046,158	1,342
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	(9,540,500)	(9,540,500)	(9,538,679)	(863)
OTHER FINANCING SOURCES				
Transfers in	9,532,700	9,532,700	9,532,529	(171)
Total other financing sources	9,532,700	9,532,700	9,532,529	(171)
NET CHANGE IN FUND BALANCE	$ (7,800)	$ (7,800)	(6,150)	$ (1,034)
FUND BALANCE				
Beginning of year			377,856	
End of year			$ 371,706	

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NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Supplemental Law Enforcement Fund – The State legislature established a 0.15% Vehicle License Fee ("VLF") in 2009 (in addition to the 0.65% base VLF fee). Revenue from the 0.15% fee is deposited in the Local Safety and Public Protection Account and revenues are sued to fund a variety of law enforcement programs previously paid from the State General Fund. The County of Los Angeles distributes these funds to eligible cities through the property tax allocation process.

Park Development Fund - To account for new construction license fees received. These fees are used for the maintenance and improvement of the City's parks.

Drug Enforcement Fund - This fund records proceeds from revenue sharing from various Federal and State asset forfeiture programs. Montebello Police Department personnel participate in Federal and State drug enforcement task force operations. Depending on the operation, and the amount of assets (i.e., money, cars, homes, etc.) seized as part of the operation, a portion of proceeds from the assets are shared by participating law enforcement agencies. These funds have strict spending guidelines, and generally Montebello has utilized the funds to pay for dispatch and related software, as well as some equipment per the program guidelines.

Air Quality Fund - Assembly Bill 2766 was adopted in 1990 to provide revenue to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies. The Department of Motor Vehicles collects a registration surcharge of $6 per vehicle to fund the AB 2766 program. Forty percent of the AB 2766 fund (approximately $20 million annually in the South Coast Air Basin) is returned to the cities and counties to fund transportation related projects that reduce air pollution. AB 2766 revenue is distributed on a quarterly basis to participating cities and counties based on the prorated share of their population.

Justice Assistance Grants Fund – The Justice Assistance Grant program is the leading source of federal justice funding to state and local jurisdictions. The program provides local governments with critical funding to support law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Grants Fund - The City receives numerous grants and records the revenues and related expenditures in this fund for grants not reported in other funds. This fund only reports non-Transit grants.

CDBG Fund – This fund was created to account for financial transactions relating to the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development. Program income is currently used for low interest housing rehabilitation loans and for grants to non-profit organizations for community services.

HOME Fund – This fund was created to account for financial translations relating to the Federal HOME program. Program income from HOME funds is used to meet housing needs for low income households in accordance with federal guidelines.

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds (Continued)

TDA Article 3 Fund – Transportation Development Act (TDA), Article 3 funds are used by cities within Los Angeles County for the planning and construction of bicycle and pedestrian facilities. By ordinance, LA County Metro is responsible for administering the program and establishing its policies. TDA, Article 3 funds are allocated annually on a per capita basis to both cities and the County of Los Angeles.

George Miller Estate Donation Fund – This fund was set up per the instructions and directions of a settlement agreement reached between the City and the estate of George Miller. Mr. Miller was a long-time Montebello firefighter and left a portion of his estate to the City to be utilized for fire education and training opportunities. The settlement agreement directed the donation to be deposited and any expenditures related to the donation in a separate fund.

Measure W Fund – Approved by Los Angeles County voters in 2018, Measure W establishes a parcel tax (i.e., property tax assessment) which generates revenue for projects, infrastructure, and programs to capture, treat and recycle rainwater. Also known as the "Safe Clean Water Act," parcels are taxed at a rate of $.025 (2.5 cents) per square foot of impermeable area (i.e., paved or built-on surfaces such as concrete patios or driveways).

Inmate Welfare Fund – This fund was created to record revenue previously recorded in a Trust and Agency fund account (Fund 500). The revenue comes from inmates incarcerated in the City of Montebello Jail and proceeds are utilized for inmate welfare related purposes.

Measure A Local – The Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 ("Measure A") was approved by Los Angeles County voters in 2016. This measure provides funding for local parks, beaches, open space, and water resources through the levy of an annual parcel tax of 1.5 cents per square foot of development. Local communities are allocated a portion of funding based on park needs.

Housing Successor – With the dissolution of redevelopment statewide effective January 31, 2012, the City of Montebello chose to become the Successor Agency for the former Redevelopment Agency. Included in that action was the former Housing Agency, with all assets, liabilities and revenue and expense activity now recorded in the Housing Successor Agency Fund.

City of Montebello
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds				
	Supplemental Law Enforcement	Park Development	Drug Enforcement	Air Quality	Justice Assistance Grants
ASSETS					
Cash and investments	$ 114,595	$ 21,098	$ 491,754	$ 159,256	$ 36,734
Accounts receivable	-	-	238,300	20,692	-
Tax receivable	-	-	-	-	-
Notes receivable	-	-	-	-	-
Due from other funds	-	-	-	-	-
Due from other governments	-	-	-	-	-
Prepaid items	-	-	121,437	-	-
Property held for resale	-	-	-	-	-
Total assets	$ 114,595	$ 21,098	$ 851,491	$ 179,948	$ 36,734
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	$ 7,169	$ -	$ 891	$ 1,067	$ -
Unearned revenue	-	-	-	-	-
Due to other funds	278,102	-	-	-	-
Total liabilities	285,271	-	891	1,067	-
Deferred Inflows of Resources:					
Unavailable revenue	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-
Fund Balances:					
Nonspendable	-	-	121,437	-	-
Restricted	-	21,098	729,163	178,881	36,734
Unassigned (deficit)	(170,676)	-	-	-	-
Total fund balances (deficit)	(170,676)	21,098	850,600	178,881	36,734
Total liabilities and fund balances	$ 114,595	$ 21,098	$ 851,491	$ 179,948	$ 36,734

(Continued)

City of Montebello
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds				
	Grants	CDBG	HOME	TDA Article 3	George Miller Estate Donation
ASSETS					
Cash and investments	$ -	$ -	$ 111,940	$ -	$ 201,373
Accounts receivable	1,412,489	487,205	38,764	446	-
Tax receivable	1,818	-	-	-	-
Notes receivable	-	350,693	145,000	-	-
Due from other funds	-	-	-	-	-
Due from other governments	-	-	-	-	-
Prepaid items	-	-	-	-	-
Property held for resale	-	-	-	-	-
Total assets	$ 1,414,307	$ 837,898	$ 295,704	$ 446	$ 201,373
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	$ 139,788	$ 80,685	$ 2,539	$ -	$ 2,039
Unearned revenue	310,021	-	-	-	-
Due to other funds	615,091	432,856	-	446	-
Total liabilities	1,064,900	513,541	2,539	446	2,039
Deferred Inflows of Resources:					
Unavailable revenue	-	416,641	38,764	-	-
Total deferred inflows of resources	-	416,641	38,764	-	-
Fund Balances:					
Nonspendable	-	-	-	-	-
Restricted	349,407	-	254,401	-	199,334
Unassigned (deficit)	-	(92,284)	-	-	-
Total fund balances (deficit)	349,407	(92,284)	254,401	-	199,334
Total liabilities and fund balances	$ 1,414,307	$ 837,898	$ 295,704	$ 446	$ 201,373

(Continued)

City of Montebello
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds				
	Measure W	Inmate Welfare Fund	Measure A Local	Housing Successor	Total Nonmajor Governmental Funds
ASSETS					
Cash and investments	$ -	$ 765	$ 8,216	$ 632,655	$ 1,778,386
Accounts receivable	884,710	-	37,688	-	3,120,294
Tax receivable	-	-	-	-	1,818
Notes receivable	-	-	-	-	495,693
Due from other funds	-	-	-	1,475,000	1,475,000
Due from other governments	-	-	-	4,944,689	4,944,689
Prepaid items	-	-	-	-	121,437
Property held for resale	-	-	-	996,830	996,830
Total assets	$ 884,710	$ 765	$ 45,904	$ 8,049,174	$ 12,934,147
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	$ 69,375	$ -	$ 45,904	$ -	$ 349,457
Unearned revenue	15,335	-	-	-	325,356
Due to other funds	585,420	-	-	3,653	1,915,568
Total liabilities	670,130	-	45,904	3,653	2,590,381
Deferred Inflows of Resources:					
Unavailable revenue	-	-	-	-	455,405
Total deferred inflows of resources	-	-	-	-	455,405
Fund Balances:					
Nonspendable	-	-	-	-	121,437
Restricted	214,580	765	-	8,045,521	10,029,884
Unassigned (deficit)	-	-	-	-	(262,960)
Total fund balances (deficit)	214,580	765	-	8,045,521	9,888,361
Total liabilities and fund balances	$ 884,710	$ 765	$ 45,904	$ 8,049,174	$ 12,934,147

(Concluded)

City of Montebello
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds				
	Supplemental Law Enforcement	Park Development	Drug Enforcement	Air Quality	Justice Assistance Grants
REVENUES:					
Intergovernmental	$ 161,285	$ -	$ 990,962	$ 81,006	$ -
Use of money and property	-	104	1,449	650	182
Other revenue	-	-	-	-	-
Total revenues	161,285	104	992,411	81,656	182
EXPENDITURES:					
Current:					
Public safety	159,489	-	383,636	-	-
Public works	-	-	-	-	-
Housing and community development	-	-	-	19,133	-
Parks and recreation	-	-	-	-	-
Capital outlay	1,794	-	90,228	-	-
Debt service:					
Principal payment	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total expenditures	161,283	-	473,864	19,133	-
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	2	104	518,547	62,523	182
NET CHANGES IN FUND BALANCES	2	104	518,547	62,523	182
FUND BALANCES (DEFICIT):					
Beginning of year, as restated (Note 16)	(170,678)	20,994	332,053	116,358	36,552
End of year	$ (170,676)	$ 21,098	$ 850,600	$ 178,881	$ 36,734

(Continued)

City of Montebello
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds				
	Grants	CDBG	HOME	TDA Article 3	George Miller Estate Donation
REVENUES:					
Intergovernmental	$ 2,112,105	$ 721,551	$ 173,938	$ -	$ -
Use of money and property	-	-	-	-	1,152
Other revenue	550	-	153	49,373	-
Total revenues	2,112,655	721,551	174,091	49,373	1,152
EXPENDITURES:					
Current:					
Public safety	845,293	455,076	-	-	73,224
Public works	-	-	-	-	-
Housing and community development	481,757	245,810	38,763	-	-
Parks and recreation	246,909	-	-	-	-
Capital outlay	81,560	-	-	1,785	-
Debt service:					
Principal payment	-	425,000	-	-	-
Interest and fiscal charges	-	46,595	-	-	-
Total expenditures	1,655,519	1,172,481	38,763	1,785	73,224
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	457,136	(450,930)	135,328	47,588	(72,072)
NET CHANGES IN FUND BALANCES	457,136	(450,930)	135,328	47,588	(72,072)
FUND BALANCES (DEFICIT):					
Beginning of year, as restated (Note 16)	(107,729)	358,646	119,073	(47,588)	271,406
End of year	$ 349,407	$ (92,284)	$ 254,401	$ -	$ 199,334

(Continued)

City of Montebello
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds				
	Measure W	Inmate Welfare Fund	Measure A	Housing Successor Fund	Total Nonmajor Governmental Funds
REVENUES:					
Intergovernmental	$ 869,375	$ -	$ 37,688	$ -	5,147,910
Use of money and property	-	49	-	10,361	13,947
Other revenue	-	221	-	2,100	52,397
Total revenues	869,375	270	37,688	12,461	5,214,254
EXPENDITURES:					
Current:					
Public safety	-	-	-	-	1,916,718
Public works	869,375	-	-	-	869,375
Housing and community development	-	-	-	25,083	810,546
Parks and recreation	-	-	37,688	-	284,597
Capital outlay	-	16,943	-	-	192,310
Debt service:					
Principal payment	-	-	-	-	425,000
Interest and fiscal charges	-	-	-	-	46,595
Total expenditures	869,375	16,943	37,688	25,083	4,545,141
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	-	(16,673)	-	(12,622)	669,113
NET CHANGES IN FUND BALANCES	-	(16,673)	-	(12,622)	669,113
FUND BALANCES (DEFICIT):					
Beginning of year, as restated (Note 16)	214,580	17,438	-	8,058,143	9,219,248
End of year	$ 214,580	$ 765	$ -	$ 8,045,521	$ 9,888,361

(Concluded)

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Supplemental Law Enforcement Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 150,000	$ 150,000	$ 161,285	$ 11,285
Total revenues	150,000	150,000	161,285	11,285
EXPENDITURES:				
Current:				
Public safety	347,100	347,100	159,489	187,611
Capital outlay	-	-	1,794	(1,794)
Total expenditures	347,100	347,100	161,283	185,817
NET CHANGE IN FUND BALANCE	$ (197,100)	$ (197,100)	2	$ 197,102
FUND BALANCE (DEFICIT):				
Beginning of year			(170,678)	
End of Year			$ (170,676)	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Park Development Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Use of money and property	$ 250	$ 250	$ 104	$ (146)
Total revenues	250	250	104	(146)
NET CHANGE IN FUND BALANCE	$ 250	$ 250	104	$ (146)
FUND BALANCE:				
Beginning of year			20,994	
End of Year			$ 21,098	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Drug Enforcement Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 250,000	$ 250,000	$ 990,962	$ 740,962
Use of money and property	1,500	1,500	1,449	(51)
Total revenues	251,500	251,500	992,411	740,911
EXPENDITURES:				
Current:				
Public safety	476,000	476,000	383,636	92,364
Capital outlay	40,000	101,084	90,228	10,856
Total expenditures	516,000	577,084	473,864	103,220
NET CHANGE IN FUND BALANCE	$ (264,500)	$ (325,584)	518,547	$ 844,131
FUND BALANCE:				
Beginning of year			332,053	
End of Year			$ 850,600	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Air Quality Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 82,000	$ 82,000	$ 81,006	$ (994)
Use of money and property	2,000	2,000	650	(1,350)
Total revenues	84,000	84,000	81,656	(2,344)
EXPENDITURES:				
Current:				
Housing and community development	28,700	32,700	19,133	13,567
Capital outlay	200,000	196,000	-	196,000
Total expenditures	228,700	228,700	19,133	209,567
NET CHANGE IN FUND BALANCE	$ (144,700)	$ (144,700)	62,523	$ 207,223
FUND BALANCE:				
Beginning of year			116,358	
End of Year			$ 178,881	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Justice Assistance Grants Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Use of money and property	$ 500	$ 500	$ 182	$ (318)
Total revenues	500	500	182	(318)
NET CHANGE IN FUND BALANCE	$ 500	$ 500	182	$ (318)
FUND BALANCE:				
Beginning of year			36,552	
End of Year			$ 36,734	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Grants Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 2,177,200	$ 3,175,453	$ 2,112,105	$ (1,063,348)
Other revenue	-	-	550	550
Total revenues	2,177,200	3,175,453	2,112,655	(1,062,798)
EXPENDITURES:				
Current:				
Public safety	1,141,000	2,219,291	845,293	1,373,998
Parks, recreation, and culture	1,155,100	888,100	246,909	641,191
Housing and community development	105,000	105,000	481,757	(376,757)
Capital outlay	719,658	757,917	81,560	676,357
Total expenditures	3,120,758	3,970,308	1,655,519	2,314,789
NET CHANGE IN FUND BALANCE	$ (943,558)	$ (794,855)	457,136	$ 1,251,991
FUND BALANCE (DEFICIT):				
Beginning of year			(107,729)	
End of Year			$ 349,407	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
CDBG Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 1,587,450	$ 1,587,450	$ 721,551	$ (865,899)
Total revenues	1,587,450	1,587,450	721,551	(865,899)
EXPENDITURES:				
Current:				
Public safety	50,000	893,976	455,076	438,900
Housing and community development	1,067,600	682,876	245,810	437,066
Debt service:				
Principal	425,000	425,000	425,000	-
Interest	46,600	46,600	46,595	5
Total debt service	471,600	471,600	471,595	5
Total expenditures	1,589,200	2,048,452	1,172,481	875,971
NET CHANGE IN FUND BALANCE	$ (1,750)	$ (461,002)	(450,930)	$ 10,072
FUND BALANCE (DEFICIT):				
Beginning of year, as restated (Note 16)			358,646	
End of Year			$ (92,284)	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
HOME Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ -	$ -	$ 173,938	$ 173,938
Other revenue	400,000	400,000	153	(399,847)
Total revenues	400,000	400,000	174,091	(225,909)
EXPENDITURES:				
Current:				
Housing and community development	502,400	505,987	38,763	467,224
Total expenditures	502,400	505,987	38,763	467,224
NET CHANGE IN FUND BALANCE	$ (102,400)	$ (105,987)	135,328	$ 241,315
FUND BALANCE:				
Beginning of year, as restated (Note 16)			119,073	
End of Year			$ 254,401	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
TDA Article 3 Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Other revenue	$ 46,500	$ 46,500	$ 49,373	$ 2,873
Total revenues	46,500	46,500	49,373	2,873
EXPENDITURES:				
Capital outlay	91,088	92,872	1,785	91,087
Total expenditures	91,088	92,872	1,785	91,087
NET CHANGE IN FUND BALANCE	$ (44,588)	$ (46,372)	47,588	$ 93,960
FUND BALANCE (DEFICIT):				
Beginning of year			(47,588)	
End of Year			$ -	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
George Miller Estate Donations Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Use of money and property	$ 750	$ 750	$ 1,152	$ 402
Total revenues	750	750	1,152	402
EXPENDITURES:				
Current:				
Public safety	65,750	65,750	73,224	(7,474)
Total expenditures	65,750	65,750	73,224	(7,474)
NET CHANGE IN FUND BALANCE	$ (65,000)	$ (65,000)	(72,072)	$ (7,072)
FUND BALANCE:				
Beginning of year			271,406	
End of Year			$ 199,334	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Measure W Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 900,000	900,000	$ 869,375	$ (30,625)
Total revenues	900,000	900,000	869,375	(30,625)
Current:				
Public works	$ -	$ 298,447	$ 869,375	$ (570,928)
Total expenditures	-	298,447	869,375	(570,928)
NET CHANGE IN FUND BALANCE	$ -	$ (298,447)	-	$ 298,447
FUND BALANCE:				
Beginning of year			214,580	
End of Year			$ 214,580	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Measure A Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ -	$ -	$ 37,688	$ 37,688
Total revenues	-	-	37,688	37,688
EXPENDITURES:				
Current:				
Parks and recreation	$ -	$ 66,000	$ 37,688	$ 28,312
Total expenditures	-	66,000	37,688	28,312
NET CHANGE IN FUND BALANCE	$ -	$ (66,000)	-	$ 66,000
FUND BALANCE:				
Beginning of year			-	
End of Year			$ -	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Housing Successor Agency Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Use of money and property	$ -	$ -	$ 10,361	$ 10,361
Other revenue	-	-	2,100	2,100
Total revenues	-	-	12,461	12,461
EXPENDITURES:				
Current:				
Housing and community development	2,500	2,500	25,083	(22,583)
Total expenditures	2,500	2,500	25,083	(22,583)
NET CHANGE IN FUND BALANCE	$ (2,500)	$ (2,500)	(12,622)	$ (10,122)
FUND BALANCE:				
Beginning of year			8,058,143	
End of Year			$ 8,045,521	

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TRANSPORTATION AND STREET IMPROVEMENT FUNDS

Special Revenue Funds

Gas Tax Fund - The State of California levies a per gallon gasoline tax. Cities and Counties receive revenue from the motor vehicle fuel taxes imposed pursuant to Revenue and Taxation Code Section 7360(a) and (b) through the Highway User Tax Account (HUTA) as outlined in the Streets and Highways Code Sections 2103, 2105, 2107, 2017.5.

Road Maintenance and Rehabilitation Fund - The Road Repair and Accountability Act of 2017 (SB 1) set new transportation taxes allocated to Cities and Counties through the Road Maintenance and Rehabilitation Account (RMRA): additional $0.12 per gallon increase to the gasoline excise tax (with annual inflation adjustments beginning July 1, 2020), additional $0.20 per gallon increase to the diesel fuel excise tax (with half of the revenue going to the RMRA), additional vehicle registration tax, and additional $100 per vehicle registration tax on zero emissions vehicles.

Prop A Local Fund - The Proposition A sales tax, approved by Los Angeles County voters in 1980, is a half cent tax on most retail sales in Los Angeles County. LA County Metro returns 25% of the Proposition A tax to the Cities in the County for transportation purposes. The balance of the tax revenue is restricted to 35% for rail development and 40% for discretionary purposes.

Prop C Local Fund - The Proposition C sales tax, approved by LA County voters in 1990, is an additional half cent tax on retail sales in Los Angeles County. LA County Metro returns 20% of the Proposition C tax to the cities in the County for transportation purposes. The balance of the Proposition C tax is restricted 40% for construction and operation of the bus transit and rail system; 5% to expand rail and bus security; 10% for commuter rail, construction of transit centers, park and ride lots and freeway bus stops; and 25% for transit-related improvements to freeways and state highways.

Measure R Local Fund - Measure R was approved by Los Angeles County voters in November 2008. Measure R is an ordinance authorizing an additional half cent sales tax to fund traffic relief and rail expansion according to an expenditure plan contained in the ordinance. The sales tax became effective July 1, 2009 and will remain in effect for 30 years (expiring July 1, 2039).

Measure M Local Fund – Measure M was approved and imposes a retail transaction and use tax at the rate of one-half of one percent within Los Angeles County. The sales tax will increase to one percent (1%) on July 1, 2039, when the Measure R one-half of one percent (0.5%) tax expires (see description of Measure R above). The sales tax is in addition to any other taxes authorized by law. The sales tax has no expiration date.

City of Montebello
Combining Balance Sheet
Transportation and Street Improvement Special Revenue Funds
June 30, 2022

	Special Revenue Funds			
	Gas Tax	Road Maintenance & Rehabilitation	Prop A Local	Prop C Local
ASSETS				
Cash and investments	$ 1,801,645	$ 2,421,868	$ 6,054,012	$ 1,220,281
Restricted cash and investments:				
Held by fiscal agent	-	-	-	10,974,746
Accounts receivable	116,139	113,337	-	-
Prepaid items	-	-	-	28,970
Total assets	$ 1,917,784	$ 2,535,205	$ 6,054,012	$ 12,223,997
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 170,556	$ 446,101	$ 355	$ 20,365
Total liabilities	170,556	446,101	355	20,365
Fund Balances:				
Nonspendable	-	-	-	28,970
Restricted	1,747,228	2,089,104	6,053,657	12,174,662
Total fund balances	1,747,228	2,089,104	6,053,657	12,203,632
Total liabilities and fund balances	$ 1,917,784	$ 2,535,205	$ 6,054,012	$ 12,223,997

(Continued)

City of Montebello
Combining Balance Sheet (Continued)
Transportation and Street Improvement Special Revenue Funds
June 30, 2022

	Special Revenue Funds		Total Transportation and Street Improvement Funds
	Measure R Local	Measure M Local	
ASSETS			
Cash and investments	$ 1,280,767	$ 1,503,974	$ 14,282,547
Restricted cash and investments:			
Held by fiscal agent	1,626,805	2,185,219	14,786,770
Accounts receivable	-	-	229,476
Prepaid items	-	-	28,970
Total assets	$ 2,907,572	$ 3,689,193	$ 29,327,763
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 155	$ 19,605	$ 657,137
Total liabilities	155	19,605	657,137
Fund Balances:			
Nonspendable	-	-	28,970
Restricted	2,907,417	3,669,588	28,641,656
Total fund balances	2,907,417	3,669,588	28,670,626
Total liabilities and fund balances	$ 2,907,572	$ 3,689,193	$ 29,327,763

(Concluded)

City of Montebello
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Transportation and Street Improvement Special Revenue Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Gas Tax	Road Maintenance & Rehabilitation	Prop A Local	Prop C Local
REVENUES:				
Intergovernmental	$ 1,474,746	$ 1,261,049	$ 1,604,678	$ 1,331,047
Use of money and property	8,912	13,705	27,493	17,753
Total revenues	1,483,658	1,274,754	1,632,171	1,348,800
EXPENDITURES:				
Current:				
Public works	372,718	9,700	32,620	116,904
Capital outlay	568,861	1,733,745	101,063	154,446
Total expenditures	941,579	1,743,445	133,683	271,350
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	542,079	(468,691)	1,498,488	1,077,450
OTHER FINANCING (USES):				
Transfers out	(300,000)	-	-	(708,779)
Total other financing (uses)	(300,000)	-	-	(708,779)
NET CHANGES IN FUND BALANCES	242,079	(468,691)	1,498,488	368,671
FUND BALANCES:				
Beginning of year	1,505,149	2,557,795	4,555,169	11,834,961
End of year	$ 1,747,228	$ 2,089,104	$ 6,053,657	$ 12,203,632

(Continued)

City of Montebello
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Transportation and Street Improvement Special Revenue Funds
For the Year Ended June 30, 2022

	Special Revenue Funds		Total Transportation and Street Improvement Funds
	Measure R Local	Measure M Local	
REVENUES:			
Intergovernmental	$ 998,124	$ 1,129,492	7,799,136
Use of money and property	7,525	9,143	84,531
Total revenues	1,005,649	1,138,635	7,883,667
EXPENDITURES:			
Current:			
Public works	185,893	62,657	780,492
Capital outlay	1,102,096	1,736,788	5,396,999
Total expenditures	1,287,989	1,799,445	6,177,491
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	(282,340)	(660,810)	1,706,176
OTHER FINANCING (USES):			
Transfers out	(527,844)	(599,293)	(2,135,916)
Total other financing (uses)	(527,844)	(599,293)	(2,135,916)
NET CHANGES IN FUND BALANCES	(810,184)	(1,260,103)	(429,740)
FUND BALANCES:			
Beginning of year	3,717,601	4,929,691	29,100,366
End of year	$ 2,907,417	$ 3,669,588	$ 28,670,626

(Concluded)

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual
Gas Tax Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 1,518,800	1,518,800	$ 1,474,746	$ (44,054)
Use of money and property	-	-	8,912	8,912
Total revenues	1,518,800	1,518,800	1,483,658	(35,142)
EXPENDITURES:				
Current:				
Public works	289,700	333,368	372,718	(39,350)
Capital outlay	2,726,504	2,709,369	568,861	2,140,508
Total expenditures	3,016,204	3,042,737	941,579	2,101,158
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	(1,497,404)	(1,523,937)	542,079	2,066,016
OTHER FINANCING USES:				
Transfers out	(300,000)	(300,000)	(300,000)	-
NET CHANGE IN FUND BALANCE	$ (1,797,404)	$ (1,823,937)	242,079	$ 2,066,016
FUND BALANCE				
Beginning of year			1,505,149	
End of year			$ 1,747,228	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual (Continued)
Road Maintenance and Rehabilitation Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 1,220,700	$ 1,220,700	$ 1,261,049	$ 40,349
Use of money and property	5,000	5,000	13,705	8,705
Total revenues	1,225,700	1,225,700	1,274,754	49,054
EXPENDITURES:				
Current:				
Public works	9,700	9,700	9,700	-
Capital outlay	3,515,000	3,542,312	1,733,745	1,808,567
Total expenditures	3,524,700	3,552,012.00	1,743,445	1,808,567
NET CHANGE IN FUND BALANCE	$ (2,299,000)	$ (2,326,312)	(468,691)	$ 1,857,621
FUND BALANCE:				
Beginning of year			2,557,795	
End of year			$ 2,089,104	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual (Continued)
Prop A Local Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 1,283,200	$ 1,283,200	$ 1,604,678	$ 321,478
Use of money and property	16,000	16,000	27,493	11,493
Total revenues	1,299,200	1,299,200	1,632,171	332,971
EXPENDITURES:				
Current:				
Public works	9,700	29,336	32,620	(3,284)
Capital outlay	1,785,000	1,883,985	101,063	1,782,922
Total expenditures	1,794,700	1,913,321	133,683	1,779,638
NET CHANGE IN FUND BALANCE	$ (495,500)	$ (614,121)	1,498,488	$ 2,112,609
FUND BALANCE:				
Beginning of year			4,555,169	
End of year			$ 6,053,657	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual (Continued)
Prop C Local Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 1,064,400	$ 1,064,400	$ 1,331,047	$ 266,647
Use of money and property	16,000	16,000	17,753	1,753
Total revenues	1,080,400	1,080,400	1,348,800	268,400
EXPENDITURES:				
Current:				
Public works	19,700	19,700	116,904	(97,204)
Capital outlay	385,000	428,870	154,446	274,424
Total expenditures	404,700	448,570	271,350	177,220
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	675,700	631,830	1,077,450	445,620
OTHER FINANCING USES:				
Transfers out	(708,800)	(708,800)	(708,779)	21
NET CHANGE IN FUND BALANCE	$ 675,700	$ 631,830	368,671	$ 445,641
FUND BALANCE:				
Beginning of year			11,834,961	
End of year			$ 12,203,632	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual (Continued)
Measure R Local Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 798,300	$ 798,300	$ 998,124	$ 199,824
Use of money and property	5,500	5,500	7,525	2,025
Total revenues	803,800	803,800	1,005,649	201,849
EXPENDITURES:				
Current:				
Public works	15,700	15,700	185,893	(170,193)
Capital outlay	-	1,273,160	1,102,096	171,064
Total expenditures	15,700	1,288,860	1,287,989	871
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	788,100	(485,060)	(282,340)	202,720
OTHER FINANCING USES:				
Transfers out	(527,800)	(527,800)	(527,844)	(44)
NET CHANGE IN FUND BALANCE	$ 260,300	$ (1,012,860)	(810,184)	$ 202,676
FUND BALANCE:				
Beginning of year			3,717,601	
End of year			$ 2,907,417	

City of Montebello
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget to Actual (Continued)
Measure M Local Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over/(Under)
REVENUES:				
Intergovernmental	$ 904,800	$ 904,800	$ 1,129,492	$ 224,692
Use of money and property	5,500	5,500	9,143	3,643
Total revenues	910,300	910,300	1,138,635	228,335
EXPENDITURES:				
Current:				
Public works	9,700	9,700	62,657	(52,957)
Capital outlay	521,570	3,032,363	1,736,788	1,295,575
Total expenditures	531,270	3,042,063	1,799,445	1,242,618
EXCESS (DEFICIENCY) OF REVENUES (UNDER) EXPENDITURES	379,030	(2,131,763)	(660,810)	1,470,953
OTHER FINANCING USES:				
Transfers out	(599,300)	(599,300)	(599,293)	7
NET CHANGE IN FUND BALANCE	$ (220,270)	$ (2,731,063)	(1,260,103)	$ 1,470,960
FUND BALANCE:				
Beginning of year			4,929,691	
End of year			$ 3,669,588	

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STATISTICAL SECTION

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City of Montebello
Statistical Section Overview
(Unaudited)

This part of the City of Montebello's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the City's overall financial health.

Contents	**Page**
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	174-184
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue sources, the property tax.	185-189
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	190-195
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	196-198
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	199-201

City of Montebello
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
Government Activities					
Invested in capital assets, net of related debt	$ 54,636,719	$ 55,212,827	$ 56,943,195	$ 58,082,755	$ 58,372,453
Restricted	20,219,054	29,141,471	22,556,230	27,459,377	37,978,261
Unrestricted	(4,370,518)	(13,656,834)	(93,615,680)	(96,385,527)	(152,645,842)
Total governmental activities net assets	70,485,255	70,697,464	(14,116,255)	(10,843,395)	(56,295,128)
Business-Type Activities					
Invested in capital assets, net of related debt	55,753,529	53,562,215	51,644,871	49,943,300	62,240,064
Restricted	302,120	1,017,411	496,628	153,929	37,063,750
Unrestricted	(8,619,600)	(8,758,663)	(29,367,364)	(29,377,639)	(26,856,332)
	47,436,049	45,820,963	22,774,135	20,719,590	72,447,482
Primary Government					
Invested in capital assets, net of related debt	110,390,248	108,775,042	108,588,066	108,026,055	120,612,517
Restricted	20,521,174	30,158,882	23,052,858	27,613,306	75,042,011
Unrestricted	(12,990,118)	(22,415,497)	(122,983,044)	(125,763,166)	(179,502,174)
	$ 117,921,304	$ 116,518,427	$ 8,657,880	$ 9,876,195	$ 16,152,354

Source: City Financial Statements

City of Montebello
Net Position by Component (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
Government Activities					
Invested in capital assets, net of related debt	$ 60,131,857	$ 56,932,832	$ 37,577,753	$ 76,850,718	$ 79,727,948
Restricted	30,870,850	36,227,927	40,673,199	59,934,222	45,666,495
Unrestricted	(104,996,678)	(114,003,833)	(112,400,654)	(156,799,494)	(124,613,112)
Total governmental activities net assets	(13,993,971)	(20,843,074)	(34,149,702)	(20,014,554)	781,331
Business-Type Activities					
Invested in capital assets, net of related debt	50,936,245	51,863,185	45,101,842	30,182,517	34,948,689
Restricted	26,656,264	16,260,962	12,617,206	11,202,567	12,636,555
Unrestricted	(70,241,601)	(50,555,062)	(40,685,697)	(29,921,564)	(17,882,728)
	7,350,908	17,569,085	17,033,351	11,463,520	29,702,516
Primary Government					
Invested in capital assets, net of related debt	111,068,102	108,796,017	82,679,595	107,033,235	114,676,637
Restricted	57,527,114	52,488,889	53,290,405	71,136,789	58,303,050
Unrestricted	(175,238,279)	(164,558,895)	(153,975,457)	(186,721,058)	(142,495,840)
	$ (6,643,063)	$ (3,273,989)	$ (18,005,457)	$ (8,551,034)	$ 30,483,847

Source: City Financial Statements

City of Montebello
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
Expenses:					
Governmental Activities:					
General government	$ 3,397,386	$ 3,868,688	$ 8,214,000	$ 9,376,874	$ 5,800,255
Public safety	31,736,790	33,376,844	33,233,838	34,991,222	38,180,200
Public works	6,222,809	7,063,899	7,145,909	7,314,357	6,892,489
Parks, recreation, and culture	5,183,532	4,943,297	4,433,420	4,244,463	3,589,256
Housing and community development	2,042,906	4,045,684	3,662,170	4,149,321	4,625,548
Unallocated infrastructure depreciation	704,807	704,807	704,807	464,900	704,807
Interest on long-term debt	1,954,908	1,254,337	1,908,319	1,238,015	3,882,293
Total governmental activities and expenses	51,243,138	55,257,556	59,302,463	61,779,152	63,674,848
Business-Type Activities:					
Transit system	28,190,745	30,850,208	29,557,024	28,530,818	28,540,085
Golf course	3,015,645	2,965,428	3,095,101	2,914,099	2,745,203
Montebello Hilton	3,558,013	4,302,388	4,600,977	4,742,125	4,866,766
Water utility	2,515,604	2,806,018	2,945,512	3,138,928	2,731,099
Hotel2Suites	-	-	-	-	-
Interest on long-term debt	-	-	-	-	-
Total business-type activities and expenses	37,280,007	40,924,042	40,198,614	39,325,970	38,883,153
Total primary government expenses	88,523,145	96,181,598	99,501,077	101,105,122	102,558,001
Program revenues:					
Governmental Activities:					
Charges for services:					
General government	3,071,973	4,074,735	3,720,526	3,548,576	3,709,505
Public safety	2,103,502	2,767,256	2,644,432	3,167,766	3,311,979
Public works	5,377,463	5,427,918	5,391,630	5,565,885	5,515,371
Parks, recreation, and culture	665,468	533,575	527,346	414,018	471,348
Housing and community development	-	-	-	-	-
Operating grants and contributions	8,519,753	8,292,687	9,522,821	10,109,717	7,382,419
Capital grants and contributions	-	-	-	-	-
Total governmental activities program revenues	19,738,159	21,096,171	21,806,755	22,805,962	20,390,622
Business-Type Activities:					
Charges for services:					
Transit system	6,078,505	5,985,798	5,838,678	5,680,227	5,086,810
Golf course	2,389,101	2,385,213	2,312,095	2,294,518	2,091,410
Montebello Hilton	4,316,746	5,522,384	6,270,196	6,579,766	6,834,772
Water utility	1,325,834	2,121,732	2,505,234	2,295,158	2,409,339
Hotel2Suites	-	-	-	-	-
Operating grants and contributions	18,834,317	19,726,264	20,914,063	19,314,666	20,593,875
Capital grants and contributions	7,777,911	2,764,857	1,780,967	1,726,259	5,540,308
Total business-type activities program revenues	40,722,414	38,506,248	39,621,233	37,890,594	42,556,514
Primary government program revenues	60,460,573	59,602,419	61,427,988	60,696,556	62,947,136
Net (Expense) Revenue:					
Governmental activities:	(31,504,979)	(34,161,385)	(37,495,708)	(38,973,190)	(43,284,226)
Business-type activities:	3,442,407	(2,417,794)	(577,381)	(1,435,376)	3,673,361
Total primary government net (expense) revenue	$ (28,062,572)	$ (36,579,179)	$ (38,073,089)	$ (40,408,566)	$ (39,610,865)

(Continued)

Source: City Financial Statements

City of Montebello
Changes in Net Position (Continued)
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
Expenses:					
Governmental Activities:					
General government	$ 10,590,425	$ 15,966,059	$ 15,829,352	$ 2,478,196	$ 13,983,490
Public safety	39,719,749	37,512,859	41,005,310	54,764,550	31,790,604
Public works	9,824,917	8,765,502	10,062,947	2,737,856	16,052,469
Parks, recreation, and culture	3,948,193	4,298,740	5,382,393	1,367,331	5,406,906
Housing and community development	2,923,175	2,960,143	3,401,688	643,492	2,346,627
Unallocated infrastructure depreciation	704,807	700,608	700,607	713,200	700,608
Interest on long-term debt	356,579	605,163	5,307,866	5,251,771	5,548,594
Total governmental activities and expenses	68,067,845	70,809,074	81,690,163	67,956,396	75,829,298
Business-Type Activities:					
Transit system	34,587,386	35,629,180	37,053,009	41,718,320	29,280,305
Golf course	3,169,377	2,699,786	2,378,067	2,779,651	2,735,232
Montebello Hilton	4,590,912	4,720,613	4,306,465	3,096,193	5,088,673
Water utility	2,697,085	2,293,908	2,358,938	2,290,649	2,343,193
Hotel2Suites	30,205	5,674,308	6,167,195	5,612,342	9,782,114
Interest on long-term debt	3,409,286	3,077,709	2,983,151	4,307,914	-
Total business-type activities and expenses	48,484,251	54,095,504	55,246,825	59,805,069	49,229,517
Total primary government expenses	116,552,096	124,904,578	136,936,988	127,761,465	125,058,815
Program revenues:					
Governmental Activities:					
Charges for services:					
General government	3,921,684	5,847,466	3,755,079	4,745,318	4,823,331
Public safety	3,227,705	3,372,826	3,473,591	3,711,080	4,576,406
Public works	4,421,025	4,793,062	4,962,127	5,159,387	4,680,288
Parks, recreation, and culture	486,274	533,344	329,834	25,763	220,152
Housing and community development	1,018,644	497,300	509,089	757,819	4,111,335
Operating grants and contributions	9,759,068	9,955,275	11,105,930	10,941,780	32,242,999
Capital grants and contributions	-	-	-	1,206,941	2,162,028
Total governmental activities program revenues	22,834,400	24,999,273	24,135,650	26,548,088	52,816,539
Business-Type Activities:					
Charges for services:					
Transit system	4,728,570	4,056,307	2,999,561	1,376,710	2,201,947
Golf course	2,194,976	2,219,790	2,051,607	2,966,791	2,945,485
Montebello Hilton	7,197,488	6,436,430	4,446,750	2,072,868	5,357,504
Water utility	3,070,381	3,190,460	2,558,986	2,590,903	2,607,898
Hotel2Suites	-	7,628,131	8,881,650	8,357,846	12,050,342
Operating grants and contributions	23,014,664	27,205,168	29,238,210	23,232,583	26,342,293
Capital grants and contributions	5,994,885	4,802,972	3,275,168	11,801,668	15,879,414
Total business-type activities program revenues	46,200,964	55,539,258	53,451,932	52,399,369	67,384,883
Primary government program revenues	69,035,364	80,538,531	77,587,582	78,947,457	120,201,422
Net (Expense) Revenue:					
Governmental activities:	(45,233,444)	(45,809,800)	(57,554,513)	(41,408,308)	(23,012,759)
Business-type activities:	(2,283,287)	1,443,754	(1,794,893)	(7,405,700)	18,155,366
Total primary government net (expense) revenue	$ (47,516,731)	$ (44,366,046)	$ (59,349,406)	$ (48,814,008)	$ (4,857,393)

(Continued)

Source: City Financial Statements

City of Montebello
Changes in Net Position (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
General Revenues and Other Changes in Net Assets:					
Governmental Activities:					
Property taxes, levied for general purposes	$ 15,449,858	$ 14,931,613	$ 13,759,217	$ 15,988,925	$ 16,507,389
Franchise taxes	1,158,219	1,303,603	1,410,918	1,405,229	1,493,956
Sales tax	11,363,067	11,725,818	12,563,805	13,992,347	13,267,373
Transient occupancy tax	271,153	355,404	357,896	365,290	401,852
Unrestricted intergovernmental revenue	5,299,230	5,513,018	5,746,091	5,373,715	6,099,771
Other revenues	2,239,898	2,036,142	2,897,684	4,401,115	7,062,983
Investment earnings	54,393	49,705	54,391	86,920	172,515
Transfers	602,070	(792,325)	(4,948,058)	632,509	(47,976,779)
Total governmental activities	36,437,888	35,122,978	31,841,944	42,246,050	(2,970,940)
Business-Type Activities:					
Investment earnings	-	10,383	6,433	13,340	135,411
Transfers	(602,070)	792,325	4,948,058	(632,509)	47,976,779
Total business-type activities	(602,070)	802,708	4,954,491	(619,169)	48,112,190
Total primary government	35,835,818	35,925,686	36,796,435	41,626,881	45,141,250
Change in Net Position:					
Governmental Activities:	4,932,909	212,209	(56,537,964)	3,272,860	(46,255,166)
Business-Type Activities:	2,840,337	(1,615,086)	4,377,110	(2,054,545)	51,785,551
Total primary government	$ 7,773,246	$ (1,402,877)	$ (52,160,854)	$ 1,218,315	$ 5,530,385

(Continued)

Source: City Financial Statements

For TOT amount from GL, For Other Revenue amount from CAFR Change in Net position for Ten Years

City of Montebello
Changes in Net Position (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
General Revenues and Other Changes in Net Assets:					
Governmental Activities:					
Property taxes, levied for general purposes	$ 16,961,038	$ 18,385,624	$ 18,662,270	$ 21,414,087	$ 6,565,336
Franchise taxes	2,141,450	2,224,087	2,199,915	2,316,250	2,300,508
Sales tax	13,118,981	14,031,972	12,817,884	22,270,247	25,378,979
Transient occupancy tax	414,198	421,412	376,424	223,620	340,195
Unrestricted intergovernmental revenue	6,322,299	6,708,639	7,055,984	7,238,433	7,920,682
Other revenues	2,626,065	2,270,785	2,327,446	3,542,120	2,071,400
Investment earnings	665,702	743,557	761,960	459,066	(761,829)
Transfers	(1,634,476)	(529,493)	(843,106)	(517,833)	(6,627)
Total governmental activities	40,615,257	44,256,583	43,358,777	56,945,990	43,808,644
Business-Type Activities:					
Investment earnings	448,876	461,704	416,053	18,226	77,003
Transfers	1,634,476	529,493	843,106	517,833	6,627
Total business-type activities	2,083,352	991,197	1,259,159	536,059	83,630
Total primary government	42,698,609	45,247,780	44,617,936	57,482,049	43,892,274
Change in Net Position:					
Governmental Activities:	(4,618,187)	(1,553,217)	(14,195,734)	15,537,683	20,795,885
Business-Type Activities:	(199,935)	2,434,951	(535,734)	(6,869,641)	18,238,996
Total primary government	$ (4,818,122)	$ 881,734	$ (14,731,468)	$ 8,668,042	$ 39,034,881

(Concluded)

Source: City Financial Statements

For TOT amount from GL, For Other Revenue amount from CAFR Change in Net position for Ten Years

City of Montebello
Fund Balances - Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
General Fund					
Nonspendable	$ 187,730	$ 142,394	$ 64,038	$ 122,474	$ 1,380,282
Restricted	-	-	-	-	4,666,731
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	7,879,020	8,387,981	8,934,094	9,325,124	7,995,872
Total general fund	$ 8,066,750	$ 8,530,375	$ 8,998,132	$ 9,447,598	$ 14,042,885
All Other Governmental Funds:					
Nonspendable	$ 2,288,508	$ 2,057,207	$ 10,719,195	$ 10,258,543	$ 8,533,222
Restricted					
Debt service	6,116,124	7,960,932	3,070,688	3,865,331	13,162,936
Special revenue funds	22,034,631	18,000,779	7,814,447	12,882,023	15,951,357
Capital projects funds	1,445,551	1,090,991	1,093,640	453,480	330,746
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	(80,230)	-	(111,631)	(682,268)	(318,397)
Total all other governmental funds	$ 31,804,584	$ 29,109,909	$ 22,586,339	$ 26,777,109	$ 37,659,864

Source: City Financial Statements

City of Montebello
Fund Balances - Governmental Funds (Continued)
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
General Fund					
Nonspendable	$ 1,383,212	$ 823,582	$ 811,985	$ 788,954	$ 4,037,940
Restricted	4,666,731	4,827,601	2,408,850	1,921,304	374,594
Committed	-	-	-	-	459,491
Assigned	-	-	-	-	-
Unassigned	11,287,858	14,542,796	6,226,719	4,874,887	9,844,229
Total general fund	$ 17,337,801	$ 20,193,979	$ 9,447,554	$ 7,585,145	$ 14,716,254
All Other Governmental Funds:					
Nonspendable	$ 8,157,472	$ 6,928,947	$ 6,585,577	$ 6,178,711	$ 150,407
Restricted					
Debt service	366,492	361,922	397,402	377,856	371,706
Special revenue funds	17,557,949	22,634,731	51,427,988	46,952,191	59,718,438
Capital projects funds	122,206	1,195,998	2,255,946	2,557,795	-
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	(157,153)	(165,424)	(125,245)	(343,608)	(262,960)
Total all other governmental funds	$ 26,046,966	$ 30,956,174	$ 60,541,668	$ 55,722,945	$ 59,977,591

Source: City Financial Statements

City of Montebello
Change in Fund Balance of Gevernmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
REVENUE					
Taxes					
Property taxes	$ 15,449,858	$ 14,931,613	$ 13,759,217	$ 15,988,925	$ 16,507,389
Sales and use taxes	11,363,067	11,725,818	12,563,805	13,992,347	13,267,373
All other taxes	1,522,644	1,777,248	1,900,914	1,908,402	2,047,418
Licences and permits	4,664,830	4,617,905	4,640,365	4,733,752	4,374,761
Fines & forfeitures	1,802,114	1,774,912	1,589,536	1,912,729	2,251,384
Investments income (loss)	54,392	49,705	54,391	86,920	172,515
Intergovernmental	12,496,970	13,115,067	15,461,503	14,853,360	13,330,580
Charges for services	6,656,927	6,410,667	6,054,033	6,611,348	6,382,058
Other Revenue	313,175	3,286,142	2,897,684	2,432,902	2,396,252
Total revenues	54,323,977	57,689,077	58,921,448	62,520,685	60,729,730
EXPENDITURES					
General government	2,728,805	6,672,386	8,003,938	7,294,109	6,763,294
Public safety	29,387,879	30,989,230	31,844,365	34,595,741	32,678,899
Public works	6,005,418	6,594,303	6,551,707	6,824,093	6,812,050
Park and recreation	4,310,058	4,412,105	4,026,983	3,889,366	3,658,338
Housing and community development	1,917,976	3,918,011	3,625,767	4,136,607	4,774,847
Capital outlay	3,916,328	3,168,579	4,189,487	1,703,214	2,449,286
Debt services:					
Principal retirement	1,590,580	1,664,040	1,849,995	1,305,760	1,757,500
Interest and fiscal charges	1,525,140	1,454,943	1,995,352	1,367,401	2,849,428
Bond issuance costs					1,130,167
Interfund charges (revenue)		(1,991,200)	(646,790)	(641,466)	130,090
Total expenditures	51,382,184	56,882,397	61,440,804	60,474,825	63,003,899
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,941,793	806,680	(2,519,356)	2,045,860	(2,274,169)
OTHER FINANCING SOURCES (USES)					
Transfer in	10,703,941	14,503,082	14,596,612	12,225,284	14,476,752
Transer out	(10,944,871)	(17,039,134)	(16,844,670)	(11,599,121)	(62,456,346)
Issuance of debts	-	-	28,916,923	-	61,065,074
Settlement of unfunded actuarial accrued liability	-	-	-	-	-
Defeasance of debts	-	-	(30,387,860)	-	-
Unspent bond proceeds from Successor Agency	-	-	-	-	4,666,731
Other financing uses	-	-	(295,155)	-	-
Other financing sources	-	-	477,693	1,968,213	-
Net other financing sources (uses)	(240,930)	(2,536,052)	(3,536,457)	2,594,376	17,752,211
Change of fund balances before extraordinary item	2,700,863	(1,729,372)	(6,055,813)	4,640,236	15,478,042
Extraordinary gain (loss)					
RDA dissolution transactions	-	(501,678)	-	-	-
Total Extraordinary gain (loss)	-	(501,678)	-	-	-
Change in fund balances after extraordinary item	2,700,863	(2,231,050)	(6,055,813)	4,640,236	15,478,042
Fund balances - July 1	37,170,471	39,871,334	37,640,284	31,584,471	36,224,707
Fund balances - June 30	$ 39,871,334	$ 37,640,284	$ 31,584,471	$ 36,224,707	$ 51,702,749
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	6.56%	5.81%	6.72%	4.55%	7.61%

City of Montebello
Change in Fund Balance of Gevernmental Funds (Continued)
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
REVENUE					
Taxes					
Property taxes	$ 16,961,038	$ 18,385,624	$ 18,662,270	$ 21,414,087	$ 21,134,464
Sales and use taxes	13,118,981	14,031,972	12,817,884	22,270,247	25,378,979
All other taxes	2,727,410	2,838,572	2,732,920	10,031,642	10,561,385
Licences and permits	4,452,210	6,220,483	4,790,211	5,769,474	7,806,258
Fines & forfeitures	2,185,022	2,165,922	2,186,401	2,312,454	2,512,256
Investments income (loss)	665,702	743,557	761,960	459,066	(672,371)
Intergovernmental	15,909,605	15,752,312	18,035,332	12,148,721	19,258,372
Charges for services	6,438,100	6,657,594	6,053,109	6,317,440	8,077,509
Other Revenue	2,626,065	2,270,785	2,327,446	3,288,781	2,119,553
Total revenues	65,084,133	69,066,821	68,367,533	84,011,912	96,176,405
EXPENDITURES					
General government	6,791,444	12,175,179	13,768,246	8,853,719	7,699,182
Public safety	32,345,080	30,964,740	33,398,835	33,643,089	35,172,628
Public works	7,592,311	7,356,232	7,667,791	11,526,775	13,532,133
Park and recreation	3,813,599	3,827,559	4,392,532	4,514,120	5,522,232
Housing and community development	3,005,203	2,756,438	2,899,455	2,467,252	2,654,661
Capital outlay	4,749,316	4,934,643	12,785,876	23,341,025	7,663,306
Debt services:					
Principal retirement	1,325,340	1,419,180	2,433,971	6,869,371	7,555,842
Interest and fiscal charges	674,338	640,162	912,684	5,280,939	5,614,144
Bond issuance costs			2,422,237		-
Interfund charges (revenue)	(231,650)	(366,046)	(361,160)	(536,079)	-
Total expenditures	60,064,981	63,708,087	80,320,467	95,960,211	85,414,128
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,019,152	5,358,734	(11,952,934)	(11,948,299)	10,762,277
OTHER FINANCING SOURCES (USES)					
Transfer in	12,257,329	6,934,943	32,790,225	13,109,570	13,169,877
Transer out	(13,898,975)	(6,066,053)	(33,210,652)	(13,627,403)	(13,176,504)
Issuance of debts	-	1,547,962	141,710,928	-	-
Settlement of unfunded actuarial accrued liability	-	-	(110,508,698)	5,785,000	-
Defeasance of debts	-	-	-	-	-
Unspent bond proceeds from Successor Agency	-	-	-	-	-
Other financing uses	-	-	-	-	-
Other financing sources	-	-	-	-	44,300
Net other financing sources (uses)	(1,641,646)	2,416,852	30,781,803	5,267,167	37,673
Change of fund balances before extraordinary item	3,377,506	7,775,586	18,828,869	(6,681,132)	10,799,950
Extraordinary gain (loss)					
RDA dissolution transactions	-	-	-	-	-
Total Extraordinary gain (loss)	-	-	-		-
Change in fund balances after extraordinary item	3,377,506	7,775,586	18,828,869	(6,681,132)	10,799,950
Fund balances - July 1 (as restated)	40,007,261	43,384,767	51,160,353	69,989,222	63,893,895
Fund balances - June 30	$ 43,384,767	$ 51,160,353	$ 69,989,222	$ 63,308,090	$ 74,693,845
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	3.62%	3.50%	4.96%	16.73%	17.00%

City of Montebello
Governmental Activities Tax Revenues By Source
Last Ten Fiscal Years

Fiscal Year	Property Tax	Sales and Use Tax	Transient Occupancy Tax	Franchise Tax	Other Taxes	Total Taxes
2011-12	23,636,827	10,847,400	297,679	1,221,311	1,765,267	37,768,484
2012-13	20,655,816	11,363,067	271,153	1,158,219	93,272.00	33,541,527
2013-14	20,078,684	11,725,818	355,404	1,303,603	118,241	33,581,750
2014-15	19,373,208	12,563,805	357,896	1,410,918	132,100	33,837,927
2015-16	21,224,757	13,992,347	365,290	1,405,229	137,883	37,125,506
2016-17	16,507,389	13,267,373	401,852	1,493,956	151,611	31,822,180
2017-18	16,961,038	13,118,981	414,198	2,141,450	171,762	32,807,430
2018-19	18,385,625	14,031,972	421,412	2,224,088	193,073	35,256,170
2019-20	18,662,270	12,817,884	376,424	2,199,915	156,581	34,213,073
2020-21	21,414,087	22,270,247	223,620	2,316,250	253,339	46,477,543
2021-22	28,764,256	25,378,979	340,195	2,300,508	290,890	57,074,828

Source: City Financial Statements

City of Montebello
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(rate per $1,000 of assessed value)

	City				Redevelopment Agency			
Fiscal Year	Secured	Unsecured	Less: Exemptions	Taxable Assessed Value	Secured	Unsecured	Less: Exemptions	Taxable Assessed Value
2010-11	$ 3,009,280	$ 93,206	$ 100,372	$ 3,002,114	$ 1,565,508	$ 139,738	$ 39,759	$ 1,659,537
2011-12	3,081,874	95,765	99,789	3,077,850	1,578,855	139,820	41,746	1,676,929
2012-13	3,166,417	87,265	104,467	3,149,215	1,591,142	135,785	42,457	1,684,470
2013-14	4,938,771	220,911	146,649	5,013,033	1,671,422	133,318	40,811	1,763,929
2014-15	3,420,628	99,344	110,362	3,409,610	1,701,294	129,735	41,886	1,789,143
2015-16	3,317,644	82,016	113,073	3,286,587	1,168,508	129,094	44,039	1,253,564
2016-17	3,693,850	82,228	99,747	3,676,331	1,734,850	141,080	26,411	1,849,518
2017-18	3,845,241	76,621	103,168	3,818,695	1,789,082	144,402	42,088	1,891,396
2018-19	4,033,298	83,389	63,264	4,053,424	1,878,833	155,004	33,832	2,000,005
2019-20	4,183,599	85,986	66,377	4,203,208	1,952,461	171,050	33,065	2,090,446
2020-21	4,529,900	90,240	118,765	4,501,375	2,092,563	181,836	62,233	2,212,166
2021-22	4,691,478	90,364	120,075	4,661,767	2,248,588	177,313	55,269	2,370,632

Source: MuniServices an Avenu Insights & Analytics Company

Source: Los Angeles County Assessor Data

City of Montebello
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(rate per $100 of taxable value)

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
City Direct Rate:					
City basic rate	1.00000	1.00000	1.00000	1.00000	1.00000
Retirement	0.19788	0.19788	0.19788	0.19788	0.19788
Total City Direct Rate	1.19788	1.19788	1.19788	1.19788	1.19788
Overlapping Rates:					
L.A. County General	0.00000	0.00000	0.00000	0.00000	0.00000
Montebello USD	0.09630	0.09457	0.08750	0.08715	0.14705
L.A. County Flood Control	0.00000	0.00000	0.00000	0.00000	0.00000
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350
Community College	0.03756	0.04454	0.04017	0.03575	0.03596
Totals	1.33524	1.34049	1.32905	1.32428	1.38439

Source: Los Angeles County Assessor Data, Avenu Insights & Analytics

Source: City of Montebello, ACFR Fiscal Year Ended June 30, 2021

TRA 6-323 IS REPRESENTED FOR THIS REPORT

City of Montebello
Direct and Overlapping Property Tax Rates (Continued)
Last Ten Fiscal Years
(rate per $100 of taxable value)

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
City Direct Rate:					
City basic rate	1.00000	1.00000	1.00000	1.00000	1.00000
Retirement	0.197875	0.197875	0.197875	0.19788	0.19788
Total City Direct Rate	1.19788	1.19788	1.19788	1.19788	1.19788
Overlapping Rates:					
L.A. County General	0.00000	0.00000	0.00000	0.00000	0.00000
Montebello USD	0.13514	0.13921	0.09306	0.09706	0.09031
L.A. County Flood Control	0.00000	0.00000	0.00000	0.00000	0.00000
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350
Community College	0.04599	0.04621	0.02717	0.04016	0.04376
Totals	1.38251	1.38680	1.32161	1.33860	1.33545

Source: Los Angeles County Assessor Data, Avenu Insights & Analytics

Source: City of Montebello, ACFR Fiscal Year Ended June 30, 2021

TRA 6-323 IS REPRESENTED FOR THIS REPORT

City of Montebello
Principal Property Tax Payers
Current Fiscal Year and Nine Fiscal Years Ago

	2021-22			2012-13		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Metro Heights Montebello LLC	$ 199,193,858	1	2.93%			0.00%
Montebello Town Center	197,535,451	2	2.90%	189,070,962	1	3.90%
Bimbo Bakeries USA Inc	84,085,787	3	1.23%	65,183,503	3	1.34%
Brixmor Montebello Plaza LP	79,404,434	4	1.17%	63,388,910	4	1.31%
KK 3A CORP	51,122,306	5	0.75%	32,557,977	10	0.67%
Somerset Apts LLC	48,622,876	6	0.71%	41,901,806	6	0.86%
Comref So CA Industrial	46,718,982	7	0.69%			
M and M At Montebello LLC	41,650,000	8	0.61%			
Rreef America Reit II Corp	41,240,079	9	0.61%	35,539,454	9	0.73%
Macys West Stores Inc.	37,522,886	10	0.55%	36,764,459	8	0.76%
Plains Exploration and Production Company				122,557,911	2	2.53%
Southern California Gas Company				53,261,916	5	1.10%
Excel Realty Partners LP						
KIR Montebello LP				36,878,698	7	0.76%
TOTAL TOP 10 TAXPAYERS	827,096,659		12.15%	677,105,596		13.95%
TOTAL CITY TAXABLE VALUE	$ 6,809,731,075			$ 4,852,655,387		

Source: HDL

City of Montebello
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Tax Levy	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2012-13	$ 6,975,325	$ 11,293,837	161.91%	$ -	$ 11,293,837	161.91%
2013-14	7,279,631	7,275,179	99.94%	338,473	7,613,652	104.59%
2014-15	7,504,080	7,092,120	94.51%	330,553	7,422,673	98.92%
2015-16	7,616,230	10,352,514	135.93%	385,447	10,737,961	140.99%
2016-17	7,923,442	10,685,828	134.86%	579,837	11,265,665	142.18%
2017-18	8,159,530	11,032,559	135.21%	659,322	11,691,881	143.29%
2018-19	8,638,639	11,032,570	127.71%	439,208	11,471,778	132.80%
2019-20	9,133,355	12,528,093	137.17%	348,671	12,876,764	140.99%
2020-21	9,446,262	13,318,638	140.99%	352,908	13,671,546	144.73%
2021-22	9,967,851	13,653,488	136.98%	909,913	14,563,401	146.10%

Note (1) Negative number not included

Source: Los Angeles County Auditor - AF91 Report and City Remittance Advice Summary
http://auditor.lacounty.gov/property-tax-report-central/

City of Montebello
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities							
Fiscal Year	Certificates of Participation	Lease Revenue	Sales Tax Revenue	Pension Obligation	Capitalized Finance Purchase	Notes Payable	Unamortized Bond Discount/ Premium	Total Governmental Activities
2012-13	$ 17,447,900	$ 14,800,000	$ -	$ -	$ -	$ 5,624,106	$ (96,673)	$ 37,775,333
2013-14	16,502,860	14,370,000	-	-	-	5,335,106	(88,143)	36,119,823
2014-15	-	25,728,200	-	-	422,278	5,334,974	2,035,323	33,520,775
2015-16	-	24,738,440	-	-	452,197	5,018,974	1,890,503	32,100,114
2016-17	-	78,171,940	-	-	972,060	4,387,106	7,950,757	91,481,863
2017-18	-	10,409,600 (1)	-	-	902,071	4,042,886	923,106	16,277,662
2018-19	-	9,356,420	-	-	2,083,910	3,702,914	820,646	15,963,890
2019-20	-	8,261,780	24,945,000	112,506,552	1,993,247	3,314,900	4,071,461	155,092,940
2020-21	-	7,111,860	24,115,000	108,678,727	1,402,552	7,802,779	3,787,104	153,787,128
2021-22	-	5,911,660	23,245,000	104,872,900	783,658	6,741,933	3,502,747	145,947,004

Note: (1) In 17-18 Home2suites bond ($ 54.8 million) and Hilton hotel bond ($11.9 miilion) were transferred from Governmental Activities to Business-type Activities

Source: City Financial Statements

City of Montebello
Ratios of Outstanding Debt by Type (Continued)
Last Ten Fiscal Years

Fiscal Year	Business Activities							Total Primary Government	Percentage of Personal Income	Total Debt per Capita
	Certificates of Participation	Lease Revenue	Pension Obligation	Capitalized Finance Purchase	Notes Payable	Unamortized Discount/ Premium	Total Business Activities			
2012-13	$ 4,407,100				$ 843,294		$ 5,250,394	$43,025,727	3.24%	685
2013-14	4,197,140				1,668,734		5,865,874	41,985,697	3.26%	661
2014-15		3,771,800		214,691	1,333,531	95,735	5,415,757	38,936,532	2.95%	613
2015-16		3,546,560		176,037	1,007,244	88,940	4,818,781	36,918,895	2.78%	578
2016-17		3,313,060		457,321	686,116	82,144	4,538,641	96,020,504	7.26%	1,502
2017-18		69,840,400 (1)		414,495	484,434	6,613,454	77,352,782	93,630,444	6.96%	1,456
2018-19		69,305,400		820,202	919,051	6,357,464	77,402,117	93,366,007	6.60%	1,491
2019-20		88,987,220	40,918,448	423,055	527,707	6,881,076	137,737,506	292,830,446	20.13%	4,608
2020-21		65,188,140	39,526,274	240,200	1,098,527	6,572,783	112,625,924	266,413,052	15.04%	4,235
2021-22		63,768,340	38,142,101	49,867	863,018	6,264,486	109,087,812	255,034,816	12.69%	4,102

Note: (1) In 17-18 Home2suites bond ($ 54.8 million) and Hilton hotel bond ($11.9 miilion) were transferred from Governmental Activities to Business-type Activities

Source: City Financial Statements

City of Montebello
Ratios of Outstanding Debt by Type (Continued)
Last Ten Fiscal Years

Fiscal Year	Governmental Activities							
	Certificates of Participation	Tax Allocation Bonds	Lease Revenue	Sales Tax Revenue	Pension Obligation	Other	Total Primary Government	Total Debt Per Capita
2012-13	$ 17,447,900	$ -	$ 14,800,000	$ -	$ -	$ -	$ 32,247,900	$ 513
2013-14	16,502,860	-	14,370,000	-	-	-	30,872,860	486
2014-15	-	-	25,728,200	-	-	-	25,728,200	405
2015-16	-	-	24,738,440	-	-	-	24,738,440	387
2016-17	-	-	78,171,940	-	-	-	78,171,940	1,223
2017-18	-	-	10,409,600	-	-	-	10,409,600	162
2018-19	-	-	9,356,420	-	-	-	9,356,420	149
2019-20	-	-	8,261,780	24,945,000	112,506,552	-	145,713,332	2,293
2020-21	-	-	7,111,860	24,115,000	108,678,727	-	139,905,587	2,224
2021-22	-	-	5,911,660	23,245,000	104,872,900	-	134,029,560	2,156

Source: City Financial Statements

City of Montebello
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Dollar amounts in thousands, except per capita)

Fiscal Year	Outstanding General Bonded Debt							Percent of Assessed Value(1)	Per Capita
	Certificates of Participation	Tax Allocation Bonds	Revenue	Sales Tax Revenue	Pension Obligation	Unamortized Bond Discount/ Premium	Total		
2012-13	$ 17,448	-	$ 14,800	$ -	$ -	$ (97)	$ 32,151	0.65%	$ 511
2013-14	16,503	-	14,370	-	-	(88)	30,785	0.62%	486
2014-15	-	-	25,728	-	-	2,035	27,763	0.54%	405
2015-16	-	-	24,738	-	-	1891	26,629	0.50%	417
2016-17	-	-	78,172	-	-	795	78,967	1.43%	1,235
2017-18	-	-	10,410	-	-	923	11,333	0.20%	176
2018-19	-	-	9,356	-	-	82	9,438	0.16%	151
2019-20	-	-	8,262	24,945	112,507	4,071	149,784	2.34%	2,357
2020-21	-	-	7,112	24,115	108,679	3,787	143,693	2.14%	2,284
2021-22	-	-	5,912	23,245	104,873	3,504	137,534	1.95%	2,212

(1) Assessed value has been used because the actual value of taxable property is not readily available in the State of California.

Source: City Finance Department

City of Montebello
Direct and Overlapping Debt

2021-22 Assessed Valuation: $7,054,531,080

OVERLAPPING TAX AND ASSESSMENT DEBT:	Total Outstanding Debt 6/30/22	Percentage Applicable (1)	City's Share of Overlapping Debt 6/30/22	
Metropolitan Water District	$ 20,175,000	0.208%	$ 41,964	
Los Angeles Community College District	4,146,515,000	0.705%	29,232,931	
El Rancho Unified School District	99,377,736	0.004%	3,975	
Los Angeles Unified School District	10,770,060,000	0.001%	107,701	
Montebello Unified School District	155,962,323	36.14%	56,369,462	
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DE			$ 85,756,034	
Less: Los Angeles Unified School District General Obligation Bonds,Election of 2005 Series J (2010) Qualified School Construction Bonds: Amount accumulated in Interest and Sinking Fund and Set Aside for Repayment			$ 2,253	
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT			$ 85,753,781	
DIRECT AND OVERLAPPING GENERAL FUND OBLIGATION DEBT:				
Los Angeles County General Fund Obligation	$ 2,698,357,105	0.398%	$ 10,739,461	
Los Angeles County Superintendent of Schools Certificates of Participation	3,972,227	0.398%	15,809	
Los Angeles County Sanitation District No. 2 Authority	1,517,904	9.085%	137,902	
Los Angeles County Sanitation District No. 15 Authority	1,553,760	0.702%	10,907	
Los Angeles Unified School District Certificates of Participation	120,710,000	0.001%	1,207	
Montebello Unified School District Certificates of Participation	5,295,000	36.143%	1,913,772	
City of Montebello General Fund Obligation	**29,156,660**	**100.000%**	**29,156,660**	
City of Montebello Capital Lease Obligations	**783,656**	**100.000%**	**783,656**	
City of Montebello Pension Obligation Bonds	**104,872,900**	**100.000%**	**104,872,900**	
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FU			147,632,275	
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	$ 13,668,389	100%	$ 13,668,389	(2)
TOTAL DIRECT DEBT			$ 134,813,216	
TOTAL NET OVERLAPPING DEBT			$ 112,241,227	
NET COMBINED TOTAL DEBT			**$ 247,054,443**	

1) The percentage of overlappng debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
2) Excludes accreted value

Ratios to 2021-22 Assessed Valuation:

Total Net Overlapping Tax and Assessment Debt	1.22%
Total Net Direct Debt	1.91%
Net Combined Total Debt	3.50%

Ratios to Redevelopment Successor Agency Incremental Valuation ($ 2,259,537,762):

Total Overlapping Tax Increment De	0.88%	0.60%

Source: Avenu Insights & Analytics
California Municipal Statistics, Inc.

City of Montebello
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
Assessed valuation	$19,404,069,772	$19,864,600,740	$20,609,967,972	$21,223,501,036	$22,103,394,800
Conversion Percentage	25.00%	25.00%	25.00%	25.00%	25.00%
Adjusted assessed valuation	4,851,017,443	4,966,150,185	5,152,491,993	5,305,875,259	5,525,848,700
Debt limit percentage	15.00%	15.00%	15.00%	15.00%	15.00%
Total net debt applicable to limit	727,652,616	744,922,528	772,873,799	795,881,289	828,877,305
Legal debt margin	727,652,616	744,922,528	772,873,799	795,881,289	828,877,305

	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
Assessed valuation	22,840,364,556	24,213,713,652	25,572,386,248	26,854,163,688	28,218,124,320
Conversion Percentage	25.00%	25.00%	25.00%	25.00%	25.00%
Adjusted assessed valuation	5,710,091,139	6,053,428,413	6,393,096,562	6,713,540,922	7,054,531,080
Debt limit percentage	15.00%	15.00%	15.00%	15.00%	15.00%
Total net debt applicable to limit	856,513,671	908,014,262	958,964,484	1,007,031,138	1,058,179,662
Legal debt margin	$ 856,513,671	$ 908,014,262	$ 958,964,484	$ 1,007,031,138	$ 1,058,179,662

The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed. However, this provision was enacted when assessed valuation was based upon 25% of market value.

Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel).The computations shown above reflect a conversion of assessed valuation data for each fiscal year that was in effect at the time that the legal debt margin was enacted by the State of California for local governmenets located with in the state.

Source: Los Angeles County Assessor and HdL, Coren & Cone

City of Montebello
Pledged-Revenue Bond Coverage
Last Ten Fiscal Years

Fiscal Year	Golf Revenue Bonds						
	Gross Revenue	Less Operating Expenses	Net Available Revenue	Debt Service			
				Principal	Interest	Total	Coverage
2012-13	$ 2,389,101	$ (2,826,082)	$ (436,981)	$ 201,420	$ 200,594	$ 402,014	-108.70%
2013-14	2,385,213	(2,748,196)	(362,983)	209,960	175,667	385,627	-94.13%
2014-15	2,312,095	(2,992,640)	(680,545)	256,420	67,650	324,070	-210.00%
2015-16	2,294,518	(2,753,607)	(459,089)	225,240	134,526	359,766	-127.61%
2016-17	2,091,410	(2,535,564)	(444,154)	233,500	116,281	349,781	-126.98%
2017-18	2,194,976	(3,103,858)	(908,882)	257,660	110,341	368,001	-246.98%
2018-19	2,219,791	(2,711,992)	(492,201)	276,820	102,463	379,283	-129.77%
2019-20	2,051,607	(2,383,223)	(331,615)	285,360	92,742	378,102	-87.71%
2020-21	2,964,027	(2,779,657)	184,370	300,080	82,176	382,256	48.23%
2021-22	2,945,484	(2,663,662)	281,822	309,800	70,776	380,576	74.05%

Source: City Finance Department

City of Montebello
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population	Personal Income (in millions)	Per Capita Personal Income	Unemployment Rate
2012-13	63,184	1,328	21,013	10.40%
2013-14	63,527	1,288	20,269	8.50%
2014-15	63,555	1,321	20,783	7.10%
2015-16	63,924	1,329	20,784	5.70%
2016-17	63,917	1,323	20,693	4.50%
2017-18	64,327	1,346	20,916	4.30%
2018-19	64,247	1,415	22,027	5.00%
2019-20	63,544	1,455	22,895	4.80%
2020-21	62,914	1,771	28,143	13.93%
2021-22	62,180	2,010	32,326	4.30%

Source: HdL, Coren & Cone

City of Montebello
Principal Employers
Current Fiscal Year and Nine Years Ago

	2021-22		2012-13	
Employer	Employees	Percent of Total Employment *	Employees	Percent of Total Employment *
Montebello Unified School District*	1,407	4.99%		
Beverly Hospital	961	3.41%		
City of Montebello	482	1.71%		
Bimbo Bakery	315	1.12%		
Macy's Department Store	308	1.09%		
Rio Hondo Convalescent Hospital	218	0.77%		
JCPenney Department Store	215	0.76%	343	3.80%
Monarch Litho Inc.	171	0.61%	199	2.20%
Wilbur Curtis CO	149	0.53%	265	2.93%
R+L Carriers	153	0.54%		
Katzkin Leather, Inc			400	4.43%
Costco Wholesale			237	2.62%
Forever 21			155	1.72%
B J's Restaurant & Brewhouse			145	1.61%
All Access Apparel Corp.			131	1.45%
Lifeline Ambulance			130	1.44%
Minson Corporation			120	1.33%
Total 10 Top Employers	4,379	15.53%	2,125	23.53%
Total City Employment (1)	28,200		9,030	

Source: MuniServices, LLC / Avenu Insights & Analytics
Results based on direct correspondence with city's local businesses.
(1) Total City Labor Force provided by EDD Labor Force Data.
*Includes ONLY schools within Montebello city limits.
** Costco now located in the City of Monterey Park, since 2018.

City of Montebello
Full-Time Employees by Function
Last Ten Fiscal Years

Function	Fiscal Year 2012-13**	2013-14**	2014-15	2015-16	2016-17
General Government			24	23	23
Public Safety			157	151	162
Public Works			12	13	13
Parks and Recreation			35	33	33
Community Development			14	12	11
Transit			159	155	154
Totals			401	387	396

Function	Fiscal Year 2017-18	2018-19	2019-20	2020-21	2021-22
General Government	18	24	37	38	43
Public Safety	142	153	163	168	175
Public Works	12	11	13	13	23
Parks and Recreation	28	30	29	22	21
Community Development	9	9	11	16	21
Transit	169	164	165	174	199
Totals	378	391	418	431	482

Source: City Finance Department

**Reliable data is unavailable

City of Montebello
Operating Indicators by Function
Last Ten Calendar Years

Function	Fiscal Year 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police:										
Arrests	2,093	1,896	1,642	2,005	2,037	1,648	1,466	1,360	1,179	1,347
Traffic violations	2,773	2,682	2,505	1,418	2,191	2,096	2,446	2,864	4,029	5,894
Parking violations	20,448	18,950	16,446	16,767	17,507	17,346	15,037	13,617	8,950	10,783
Fire:										
Number of calls answered	4,800	5,100	5,686	6,051	6,494	6,661	6,509	6,071	6,010	6,724
Inspections conducted	625	988	1,248	1,094	809	1,271	1,237	900	155	875
Public Works:										
Street resurfacing (miles)	0.51	2.28	1.42	5.96	0.47	3.20	0.76	1.03	0.16	2.61
Sidewalk repairs (sq ft)	11,100	35,435	29,632	7,942	3,600	15,042	12,580	11,793	22,118	9,858
Potholes repaired	3,325	3,876	3,774	4,009	7,163	7,317	7,315	8,943	5,232	
Storm drains cleaned	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Parks and Recreation:										
Number of recreation classes	137	153	160	192	214	268	284	214	10	226
Number of facility rentals	708	2,156	3,180	3,438	3,428	3,589	3,589	3,437	0	1,083

Source: City Finance Department

City of Montebello
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	Fiscal Year 2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Police:										
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Fire Stations	3	3	3	3	3	3	3	3	3	3
Public Works:										
Street (miles)	125	125	125	125	125	125	125	125	125	125
Street Lights	3,682	3,682	3,682	3,682	3,683	4,718	4,725	4,725	4,725	4,725
Traffic Signals	81	81	81	79	79	79	80	80	80	80
Parks and Recreation:										
Parks	7	7	7	7	7	7	7	12*	12*	12*
Community Centers	-	4	4	3	3	3	3	6**	6**	6**

Source: City Finance Department

*Includes "mini parks" which were not counted in previous years

**Includes Grant Rea Recreation Center and Holifield Community Center which were not counted in previous years and Recreation Main Office which closed in 2015 and reopened in 2020

INFORMATION PROVIDED BY DEPARTMENTS

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ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arnold M. Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. 2463 AMENDING SECTIONS 2.30.010 AND 2.30.130 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE CIVIL SERVICE COMMISSION AND CHAPTER 2.44 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE TRAFFIC AND SAFETY COMMISSION**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a second reading and adopt Ordinance No. 2463, with waiver of a full reading, to amend Sections 2.30.010 and 2.30.130 of the Montebello Municipal Code to reinstate the Civil Service Commission and Chapter 2.44 of the Montebello Municipal Code to reinstate the Traffic and Safety Commission; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There will be a fiscal impact to the General Fund related to staffing each meeting (i.e., additional staff time), stipends paid to each commission member, providing third-party legal and traffic engineering consultant services, and supplies (i.e., copies of agenda packets, studies, related hand-outs, etc.). In addition, there will be impacts on current staffing as additional time will be required to support each commission – creating and posting agendas, taking minutes, follow up on commission direction, and other necessary tasks. The total annual fiscal impact will be based on the number of meetings conducted for each commission and the scope of review for each issue presented to the commissions.

For the Traffic Commission, annual support costs will be approximately $225,000 for a traffic engineer. In addition, an additional $300,000 may be necessary to pay for the cost of the various traffic studies needed based on commission direction. The $525,000 in estimated annual expenses will be borne by the General Fund.

The Civil Service Commission will add approximately $300,000 annually, to provide third-party legal services for both the City and the Civil Service Commission, as needed language translation services, commission stipends, and additional dedicated staff time.

BACKGROUND/DISCUSSION:

At its meeting of November 18, 2020, the City Council adopted an Ordinance changing the title of Section 2.30.130 of the Montebello Municipal Code from "Duties – Civil service commission" to read as "Duties – Personnel advisory commission," in effect, changing the name of the Civil Service Commission set forth in Chapter 2.60 to the Personnel Advisory Commission. On January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code (MMC) relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee.

At its first meeting in January 2023, the City Council expressed a consensus to reinstate the Traffic and Safety Commission and Civil Service Commission to its full form. Pursuant to this consensus, the City Attorney's office drafted the Ordinance No. 2463 and presented it to the City Council at its meeting on March 8, 2023. On March 8, 2023, the City Council introduced Ordinance No. 2463.

If adopted, this Ordinance will revert the name of the Personal Advisory Commission to the Civil Service Commission and will amend Chapter 2.44 of the MMC to revert the Traffic Committee back to a Traffic and Safety Commission, as it once was, and will be made up of five (5) members of the public, with each member being appointed by the City Council.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council conduct a second reading and adopt, with waiver of a full reading, Ordinance No. 2463 to amend Sections 2.30.010 and 2.30.130 of the Montebello Municipal Code to reinstate the Civil Service Commission and Chapter 2.44 of the Montebello Municipal Code to reinstate the Traffic and Safety Commission.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2463, Amending Chapters 2.30.010 and 2.30.130

NEXT STEPS:

N/A

ORDINANCE NO. 2463

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTIONS 2.30.010 AND 2.30.130 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE CIVIL SERVICE COMMISSION AND CHAPTER 2.44 OF THE MONTEBELLO MUNICIPAL CODE TO REINSTATE THE TRAFFIC AND SAFETY COMMISSION

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City; and

WHEREAS, on November 18, 2020, the City Council adopted an Ordinance changing the name of the Civil Service Commission to the Personnel Advisory Commission; and

WHEREAS, on January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee; and

WHEREAS, At its first meeting in January 2023, the City Council provided direction via City Council consensus to reinstate the Traffic and Safety Commission and Civil Service Commission to its full form as previously established; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to reinstate the Civil Service Commission and the Traffic and Safety Commission.

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

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

SECTION 2. AMENDMENT. Section 2.30.010 – Advisory commissions established and 2.30.130 – Duties – Personnel advisory commission of Chapter 2.30 – Advisory Commissions of the Montebello Municipal Code are hereby amended to read as follows (deletions in ~~strikethrough~~ and additions in double underline):

2.30.010 – Advisory commissions established.

A. The city council establishes the following commissions or committees to serve the city, identified as follows and collectively referred herein as the "commissions" or "committees":

1. ~~Personnel advisory~~ Civil service commission;
2. Parks and recreation commission;
3. Planning commission;
4. Traffic ~~committee~~ and safety commission;
5. Youth and Education commission.

B. Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council, or as a delegation to the commissions, of any authority or discretionary powers vested and imposed by law in the city council. The city council declares that the public interest, convenience, welfare and necessity require the establishment of the commissions to act in a purely advisory capacity, for the purposes set forth herein this chapter.

2.30.130 – Duties – ~~Personnel advisory~~ Civil service commission.

The powers and duties of the ~~personnel~~ civil service ~~advisory~~ commission shall be:

A. Pursuant to the rules set forth in Chapter 2.60 herein, to hear appeals submitted by any person in the classified service relative to any disciplinary action, dismissal, demotion or alleged violation of Chapter 2.60 or the civil service rules, and to certify its finding and recommendations.

B. In any investigation or hearing conducted by the commission, it shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoenas issued in the name of the city and attested by the city clerk. It shall be the duty of the police chief to cause all such subpoenas to be served, and refusal of a person to attend or to testify in answer to such subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council. Each member of the

commission shall have the power to administer oaths to witnesses. The commission shall afford every witness the opportunity to be heard.

C. To publish or post notices of tests for positions in the classified service; to receive application therefore; to conduct and grade tests (this duty and function may be contracted as provided in Section 2.60.280 of this title); to certify to the appointing authority a list of all persons eligible for appointment in the appropriate position in the classified service. The commission shall cause the duties imposed upon it by this subsection to be performed by the personnel office for the commission. In the performance of such duties so delegated by the provisions of this subsection, the personnel officer shall be subject to the direction and control of the civil service commission.

D. When required by the city council, the commission shall hold hearings and make recommendations on any matter of personnel administration, within the limits of such request.

E. To advise the city council on all matters and problems concerning personnel administration.

F. From time to time other duties may be directed by the city council.

~~A. To advise the city council on all matters concerning termination of personnel.~~

~~B. Any proceeding before this commission shall be a de novo hearing.~~

C. ~~The employee may appear through an attorney or other qualified person at the level of commission appeal~~.

SECTION 3. **AMENDMENT.** Chapter 2.44 – Traffic Committee of the Montebello Municipal Code is hereby amended to read as follows.

Chapter 2.44 TRAFFIC ~~COMMITTEE~~ AND SAFETY COMMISSION

2.44.010 Created.

There is created a traffic ~~committee~~ and safety commission for the city as follows.

2.44.020 Members – Appointments – Removal.

The traffic ~~committee~~ and safety commission of this city shall consist of five (5) members of the public. Members shall be appointed for terms not to exceed four (4) years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the commission. An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause. ~~shall consist of the following designated officers and employees of the city, or their duly authorized deputies or assistants, who are hereby appointed and directed to serve thereon without additional compensation therefor during their respective terms of office or employment.~~

~~(A) The city manager;~~
~~(B) The police chief;~~
~~(C) The city engineer;~~
~~(D) The city attorney; and~~
~~(E) Two resident members of the city who will be selected by the entire city council by a four-fifths vote of the then seated members of the city council.~~

2.44.030 ~~Meetings~~ Officers

~~The meetings of this committee shall be:~~

A. Officers. The commission shall select one of its members as chairperson and one of its members as vice chairperson of the commission for a term, respectively, of one year. ~~Notices. Meetings of the traffic committee shall be held whenever necessary to properly and expeditiously carry out the powers and duties delegated to the traffic committee. At least three members collectively of the traffic committee shall have the power to call a meeting thereof, and each member shall receive a notice of every such meeting.~~

B. Meetings. The commission may normally hold at least one regular meeting each calendar month, at such time and place as the secretary of the commission shall designate for the commission. The commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. ~~Quorum.~~ Three members shall constitute a quorum for the conduct of any business of the traffic ~~committee~~ and safety commission. All actions or recommendations of the traffic committee which are consistent with the

powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three members thereof.

C. Absence from Meetings. If any member of the commission shall be absent from three (3) successive regular meetings of the commission, without cause, the office of such member shall be deemed to be vacant. The secretary of the commission shall immediately inform the city council of such vacancy. ~~Time of Meetings. Unless otherwise needed to conduct the business of the traffic committee, all meetings shall be conducted during regular city business hours.~~

D. Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the commission in advance of such regular meeting, shall be deemed an absence for cause. ~~Minutes. The traffic committee shall maintain a minute record of its proceedings in which shall be recorded the date, time, and place of each meeting, the name of each member present, and the action, if any, taken on each item of request or referral. A copy of such record shall be filed with the city clerk~~.

2.44.040 Powers and Duties.

The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council. ~~In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the traffic committee shall serve as the hearing body for appeals filed by applicants whose request for a traffic control device, traffic calming device, parking restriction, or painted curb has been denied by the director of public works in accordance with adopted policy.~~

2.44.050 Compensation standards for exercising powers and duties.

Members of the traffic and safety commission shall be entitled to such compensation as may, by resolution, be determined by the city council. ~~The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the traffic committee has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to insure public safety and convenience. In each instance, such determination shall consider the~~

~~professional opinion of the city traffic engineer based upon one or more of the following:~~
~~(A) Available traffic information or studies;~~
~~(B) Field observations;~~
~~(C) Vehicular traffic or pedestrian counts;~~
~~(D) Established traffic engineering principles, standards, and practices; and~~
~~(E) Traffic engineering surveys or studies.~~

2.44.060 Appeals from decision of commission.

A. ~~Filing~~. Any person aggrieved by any decision or action of the traffic and safety commission ~~committee~~, not later than fifteen (15) days following the rendering of the decision by the traffic and safety commission, file a written letter of appeal with the city clerk, appealing the decision of the traffic and safety commission to the council; or, the council, may upon motion, determine to review the decision of the traffic and safety commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.

B. Upon notification by the clerk of such appeal, the secretary of the traffic and safety commission shall transmit to the clerk of the traffic and safety commission the file with the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten day's written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic safety commission's decision. The determination of the council shall be final and conclusive. ~~or of any person charged with carrying out the orders of the traffic committee may appeal such decision or action by filing a written protest with the city clerk who shall submit such protest to the council at its next regular meeting.~~

~~B. Council action. Upon the receipt of any protest, or upon its own motion, the council may take such action regarding any decision, recommendation, or action of the traffic committee or concerning any matter referred to it as the council may determine to be in the best public interest. The decision of the council concerning any action, decision, or recommendation of the traffic committee shall be final and determinative of the issues. If any specific action, decision, or recommendation of the traffic committee, or any person charged by the provisions of this article with carrying out its orders, is subsequently reviewed and set aside by the council, no further action shall be taken thereon except upon a direct order of the council.~~

2.44.070 Hearings—Form.

Neither the city traffic and safety commission ~~committee~~ nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The city traffic and safety commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

~~**2.44.080 Temporary powers and duties of the Police Chief.**~~

~~Notwithstanding any other provisions of this chapter, the police chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the traffic committee when such temporary action shall be necessary to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the police chief shall be deemed lawful unless and until superseded by further action of the traffic committee or the council~~.

SECTION 4. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after adoption by the City Council.

SECTION 6. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 22ND DAY OF MARCH 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 8th day of March, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 22nd day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 14

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

SUBJECT: **NOTICE OF COMPLETION – ANNUAL CONCRETE REPAIR PROGRAM CDBG PROJECT (FY 2020-21), CP NO. 885**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Annual Concrete Repair Program, Community Development Bock Grant (CDBG) Project (CP No. 885), as completed by CT&T Concrete Paving Inc.; and
2. Approve recommended "Changes in Work" for the project (Attachment A) in the amount of $193,069; with the final contract amount with CT&T Concrete Paving, Inc. of $373,320; and
3. Approve the Final Total Project Budget and Expenditures including change orders (Attachment B); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion with Los Angeles County Registrar-Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment of $18,666 due to CT&T Concrete Paving Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Final Total Project Budget (Attachment B) lists the total funding and sources that were previously approved by the City Council throughout the life of the project in the total amount of $373,402. The Final Total Project Budget also lists the total expenditures for the project in the amount of $373,320. The project was completed with a remaining balance of $82, therefore no budget amendments are necessary as the project came in under budget. These funds will be available for reprogramming for other projects.

BACKGROUND/DISCUSSION:

On April 14, 2021, the City Council awarded the Annual Concrete Repair Program - CDBG Project (CP No.885) to CT & T Concrete Paving Inc. in the amount of $180,828. The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, and curb ramps including root pruning and tree removals on various streets city-wide.

On May 4, 2021, the Public Works Department was notified that a balance of the CDBG Fiscal Year 2014 funds were at risk of cancellation if they were not disbursed by September 11, 2021. Therefore, additional concrete repairs were added to the contract at the contract unit bid prices, increasing the total allocated budget to $373,402. The additional work was identified from the City's inventory of reported concrete damage.

Construction started on May 17, 2021 and was completed on December 16, 2022.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work, with a five percent (5%) retention being withheld from the progress payments. The final retention payment is released to the contractor sixty (60) days after recordation of the Notice of Completion.

ENVIRONMENTAL:

N/A

ANALYSIS:

City staff performed the design and construction management services for the project. In addition, the City Engineer has performed field review and has reviewed the inspection reports and has concluded that the Project was completed satisfactorily and in accordance with the Project specifications. The total Construction cost was $373,320 as shown in Attachments A and B.

SUMMARY:

The City Council is requested to accept as complete the Annual Concrete Repair Program, FY 2020-21 - (C.P. No. 885) and authorize the City Clerk to process the Notice

of Completion.

ATTACHMENT(S)

1. Attachment A - Changes in Work Summary
2. Attachment B - Final Total Project Budget
3. Attachment C - Notice of Completion

NEXT STEPS:

N/A

CHANGES IN WORK SUMMARY
March 22, 2023

ANNUAL CONCRETE REPAIR PROGRAM CDBG PROJECT
CP NO. 885

Project Description:

The Annual concrete repair program (CDBG) project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, and curb ramps including root pruning and tree removals on various streets City-wide.

Changes in Work:

(1)	Additional work added due to additional CDBG funding	$ 182,369
(2)	Additional work added due to additional CDBG funding	$ 10,700
	Total Changes in Work	**$ 193,069**

Description of Changes:

(1) Additional concrete repairs from the city's inventory of reported concrete damage was added due to the availability of additional CDBG funding. Added work was at the contract unit bid price.

(2) Additional concrete repairs from the city's inventory of reported concrete damage was added due to the availability of additional CDBG funding. Added work was at the contract unit bid price.

Revised Contract Amount:

Original contract amount	$ 180,828
Adjustment for Final Quantities	$ -577
Actual contract work completed	$ 180,251
Changes in work to be authorized	$ 193,069
Revised contract amount	**$ 373,320**
Percent total change to original contract amount	206.5 %

ANNUAL CONCRETE REPAIR PROGRAM CDBG PROJECT
C.P. NO. 885

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Original Construction Contract (CT&T Concrete Paving) – (Awarded 04/14/21)	$ 180,828
Adjustment for Final Quantities Measured	$ -577
Construction Change Order No.1 – **(Recommended)**	$ 182,369
Construction Change Order No.2 – **(Recommended)**	$ 10,700
Total Project Cost:	**$ 373,320**

Project Funding	Budget Amount
Gas Tax (Fund 200) - (Appropriated on Agenda 04/14/21)	$ 38,339
Gas Tax (Fund 200) - (Appropriated FY 20/21 CIP)	$ 62,715
TDA-3 Funds (Fund 223) – (Appropriated FY 20/21 CIP)	$ 47,472
CDBG Funds (Fund 255) – (FY 20/21 Annual Action Plan)	$ 77,988
Additional 2014 CDBG Funds	$ 146,888
Total Project Budget:	**$ 373,402**

Note: The project was completed with $82.00 remaining balance. These funds will be available for reprogramming for other projects.

ATTACHMENT C

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on January 13, 2021. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cold milling and repaving the existing streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and installation of a Bio-swell retention basin.

8. The name of the contractor, if any, for such work of improvement was CT & T Concrete Paving Inc.

(If no contractor for work of improvement as a whole, insert "None") April 14, 2021 (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **City-Wide**

Director of Public Works / City Engineer, City of Montebello
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2022 at City of Montebello, Montebello, CA
_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

ITEM # 15

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

SUBJECT: **TOLA STREET PREFERENTIAL PARKING DISTRICT – SET PUBLIC HEARING DATE**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Set the Public Hearing Date for the City Council meeting on April 10, 2023 to consider the designation of a Preferential Parking District; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action will have no fiscal impact, other than the staff time required to process the request to establish a Preferential Parking District.

BACKGROUND/DISCUSSION:

A total of 13 residents of Tola Street submitted a petition requesting designation of Tola Street from Montebello Boulevard to its westerly terminus as a Preferential Parking District. Tola Street is a cul-de-sac street west of Montebello Boulevard. The petition was filed on 1/3/22 along with a required fee of $790 and signatures of residents (one signature per household). The residents have indicated that their street is being used for parking by non-residents during weekday daytime hours. The petition requests establishing preferential parking to be enforced from Sunday 8:00 p.m. to Friday 6:00 p.m., excluding holidays.

Engineering staff conducted a site investigation per direction of the City Traffic Engineer to observe existing parking conditions. The observation indicated that over 60% of the cars parked during the survey were non-residents.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that City Council set a Public Hearing date to consider designating Tola Street from South Montebello Boulevard to its westerly terminus as a Preferential Parking District.

ATTACHMENT(S)
None
NEXT STEPS:
N/A

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-9) FOR AN ENVIRONMENTAL ENGINEER TO CONDUCT A COMPREHENSIVE REVIEW OF THE BROWNFIELD AREA/CHAPIN ROAD LANDFILL AND PERFORM ADDITIONAL ANALYSIS AS NEEDED**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Issuing a Request for Proposals ("RFP") and authorize solicitation of proposals for a qualified Environmental Engineer or firm to conduct a comprehensive review of the Brownfield Area/Chapin Road Landfill and perform additional analysis as needed; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no significant expenses associated with approving and circulating the RFP. The City Council is not obligated to approve a contract by soliciting proposals. Actual project costs will be determined through the consultant selection process. At the time of award of a professional services agreement, Staff will recommend necessary (if needed) budget amendments.

BACKGROUND/DISCUSSION:

Based on direction received from the City Council at its Special Study Session on February 27, 2023, the Planning and Community Development Department is requesting authorization to issue a Request for Proposals (“RFP”) to seek a qualified Environmental Engineer or Environmental firm to conduct a comprehensive review of the existing

Brownfield Area/Chapin Road Landfill and perform additional analysis as needed to provide an accurate assessment of the closed landfill. The qualified vendor should have extensive experience in ground water contamination and landfill remediation.

The Brownfield Area/Chapin Road Landfill is comprised of approximately 55-acres and identified in the map contained in this report under Attachment B (collectively referred to as the "Brownfield Area"). The Chapin Road Landfill operated from 1940 until its closure in the mid-1950s. Prior to 1940, the Brownfield Area was used for agricultural purposes. Subsequent to its closure, the Brownfield Area was used for industrial chemical blending and mixing from 1960 to 1987 (Source: State Department of Toxic Substance Control, https://dtsc.ca.gov/your-envirostor/). The Chapin Road Landfill is currently recognized as a pre-regulation closed landfill and given its date of closure and documented measurements of hazardous material, any required remediation/mitigation is unknown without further analysis.

Generally bounded by Bluff Road on the east, Maynard Way/Slauson Avenue on the north and south respectively. The Rio Hondo Spreading Grounds and Channel are immediately to the east. Depth to groundwater beneath the site varies from 40 to 80 feet below grade. Groundwater flows generally to the southwest and there are several additional water supply wells located within one (1) mile of the site, including one in the northeast corner of the project area (Source: State Water Resources Control Board, https://geotracker.waterboards.ca.gov/).

There are approximately 27 operating businesses on 25 parcels within the Brownfield Area. Three satellite parcels bring the total parcels affected to 28. The area is populated with commercial/industrial uses including a concentration of heavy trucking businesses.

Existing hard infrastructure consists of Chapin Road which serves as a loop road joining Maynard Way and Bluff Road. The hard infrastructure is currently deteriorated and substandard. There are limited traffic control devices with one controlled signal at Chapin Road and Slauson Avenue. There is electric power, water and phone service throughout the subject area. Sewer lines run along Bluff Road and the railroad tracks; however, the majority of businesses are served by septic tanks. There are no storm water drains or storm water controls within the Brownfield Area.

The City was awarded two U.S. Environmental Protection Agency (EPA) grants in 1998 and 2004 to conduct Phase I and Phase II studies to evaluate soil, soil gas and the groundwater condition at the site. Studies were conducted including soil borings and the use of ground water monitoring wells throughout the Brownfield Area. Properties within the Brownfield Area are regularly inspected by the Local Enforcement Agency (Los Angeles County Department of Public Health - Environmental Protection Branch, Solid Waste Inspection and Enforcement).

There has been much discussion about the Brownfield Area, its potential hazards and suggestions on what next steps should be taken. Because the most recent analysis is somewhat dated and there has been a significant change in personnel since the origination of previous studies, there is not a clear understanding of what potential contaminants and/or hazardous materials may exist and what the level of risk is to the

public, including adjacent residents and businesses that occupy the site. While the site is periodically inspected by the Local Enforcement Agency, it is the City's understanding that the inspections appear to be limited to general testing for methane in certain areas and not holistically or related to other areas such as soil or groundwater sampling. Furthermore, none of the properties within the Brownfield Area have methane monitors or protections.

To better understand the current condition of the Brownfield Area and ensure the safety of residents, visitors, employees, businesses as well as groundwater resources, the City Council directed staff to engage an environmental engineer, The environmental engineer would -- among other tasks -- conduct research and establish an informed analysis that would allow staff to have a comprehensive status of the subject area, as well as determine if there is any risk of contamination exposure and suggest additional investigation, mitigation, and/or remediation activities, if any are warranted. In addition, engineers would be asked to opine on the viability of repairing the road network and developing a storm water masterplan to ensure run-off water from the area is being appropriately controlled using adequate infrastructure and/or best management practices.

Therefore, through the RFP process, environmental engineers and firms would be invited to submit a proposal for consideration. If approved by City Council, the RFP (see Attachment A) will be circulated beginning March 27 through April 27, 2023. Staff will screen the proposals and present the City Council with a recommended engineer or firm. The action to release an RFP to solicit proposals as described in this report is exempt under the California Environmental Quality Act (“CEQA”); however, it is important to note that there may be activities in the future resulting from this RFP that require an adequate level of environmental review in accordance with CEQA.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA), this action is exempt from CEQA under the common sense rule that CEQA applies only to projects which have the potential to cause a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the solicitation of proposals for a qualified Environmental Engineer or firm related to the Brownfield Area/Chapin Road Landfill through the RFP process will have a significant effect on the environment, this action is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

ANALYSIS:

The purpose of this RFP is to solicit and select proposals from highly qualified environmental engineers and firms to perform a holistic and comprehensive analysis of the Brownfield Overlay District and Chapin Road Landfill. Recommendations will be based on a scoring criteria including completeness of proposals, experience, qualifications, past performance and cost. The selected environmental engineer or firm will be expected to prepare and implement a comprehensive overview of the landfill and propose additional testing to fully understand the presence of any potential environmental contamination in the soil, air or groundwater.

Specifically, engineers and firms will be asked to:

1. Review all relevant reports and data related to the subject site.
2. Develop recommendations (and justification) for further study and investigation, if necessary.
3. Develop recommendations for remediation, if necessary.
4. Review compliance with existing legislation.
5. Review viability and requirements to repair public roads within the project site.
6. Develop a Storm Water Master Plan for the area.
7. Identify funding sources for additional study, remediation and brownfield development.

As previously mentioned, it is anticipated that the RFP will be circulated beginning March 27, 2023 and it is anticipated that staff will be prepared to recommend a consultant for City Council consideration by June 2023. Therefore, it is recommended that the City Council approve issuing a RFP. At the time of award of a professional services agreement, Staff will recommend -- if needed -- the necessary budget amendments to appropriate funds to carry out the environmental analysis.

Anticipated Timeline:

ACTION	DATE/TIMEFRAME
Circulation of the RFP	March 27, 2023 through April 27, 2023
Deadline for Submission	April 27, 2023 - No later than 5:00 p.m.
Interviews Begin	Week of May 8, 2023
Council award of contract	Anticipated on June 9, 2023

SUMMARY:

N/A

ATTACHMENT(S)

1. Attachment A - Brownfield Area Chapin Road Landfill Engineering Services (RFP 23-9 Draft)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 9

Environmental Engineer to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As Needed

Release Date: Monday, March 27, 2023
Due Date: Thursday, April 27, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Firms to submit a proposal under this Request for Proposals (RFP). Responses to this solicitation will be evaluated to determine qualifications. Submissions must adhere to the format and content described. Proposals will only be evaluated if all requested information is submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

March 27, 2023

THE PROJECT

Environmental Engineer to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As Needed

OWNER/PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200 ext. 493
Contact E-Mail: jpalombi@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, April 12, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:
https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – Professional Services Agreement Sample

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified engineers and firms to conduct a comprehensive review of the Brownfield Area/closed Chapin Road Landfill and perform additional analysis as needed. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 9. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:
https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839
Prospective bidders must register their business with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, April 12, 2023, at 11:00 a.m. PST**.

******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Responses must be submitted via PlanetBids by **Thursday, April 27, 2023, at 11:00 a.m. PST**.

Responses to this request will be evaluated to determine the Firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The Brownfield Area/Chapin Road Landfill was located in the southern portion of the City of Montebello and operated from 1940 until its closure in the mid-1950s. Prior to 1940, the site was used for agriculture purposes, although there may have been some informal dumping on the site. From 1940-1955 a portion of the site was used as a landfill. Following its closure, the site was used for industrial chemical blending and mixing from 1960 to 1987.[1] The Chapin Road Landfill is currently recognized as a pre-regulation closed Landfill.

The approximately 25-acre former Chapin Road Landfill sits within a larger, approximately 55-acre Brownfield Area in the City's industrial area located in the southeast corner of the City of Montebello. Generally bounded by Bluff Road on the east, Maynard Way, and Slauson Avenue on the north and south, respectively, the Chapin Road Landfill is bisected by Chapin Road. The Rio Hondo Spreading Grounds and Channel are immediately to the east of the subject area. Depth to groundwater beneath the site varies from 40 to 80 feet below grade. Regional groundwater flow is expected towards the southwest. A groundwater production well located in the northeast corner of the site provides drinking water for local residents. Several additional water supply wells are located within 1 mile of the site.[2]

The subject site, an oblong-shaped location with Chapin Road running down the center, is occupied by approximately 27 operating businesses on 25 parcels. Three satellite parcels bring the total parcels affected to 28. The businesses operating on the site are predominately heavy trucking uses.

The on-site infrastructure consists of:

- A loop road of Chapin Road to Maynard Way to Bluff Road;
- Limited traffic control with a controlled signal at Chapin Road and Slauson Avenue, three stop signs at Union Street and a stop sign on Bluff Road at Slauson Avenue;
- Sewer lines along Bluff Road and along the railroad tracks adjacent to Chapin Road; and
- Electric power, water and phone services throughout.

There are no storm drains or stormwater controls within the subject site. Also, Chapin Road is not served by a direct sewer line. Septic tanks serve the majority of businesses in the area.

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[1] Department of Toxic Substance Control's website EnviroStor.

[2] State Water Resources Control Board's website GeoTracker.

The City was awarded two U.S. Environmental Protection Agency (EPA) grants in 1998 and 2004 to conduct Phase I and Phase II studies to evaluate soil, soil gas and the groundwater condition at the site. Studies were conducted including soil borings and the use of ground water monitoring wells throughout the site. The Chapin Road Landfill is regularly inspected by the Local Enforcement Agency (Los Angeles County Department of Public Health - Environmental Protection Branch, Solid Waste Inspection and Enforcement).

The City of Montebello wishes to ensure the safety of all adjacent residents, visitors, employees, and businesses occupying the subject site. Because the most recent analysis is somewhat dated and there has been a significant change in personnel since the origination of previous studies, the City is now seeking qualified environmental engineers and firms to help give an up to date and accurate picture of the environmental status of the landfill and surrounding areas. This would include determining whether any further investigations would be needed to ensure safety measures are required, including, but not limited to, methane mitigation and best management practices.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

• Release RFP	Monday, March 27, 2023
• Online Q&A Deadline	Wednesday, April 12, 2023,11 a.m. PST
• Deadline to Submit Responses	Thursday, April 27, 2023, at 11 a.m. PST
• City Review of Submissions	Early May 2023
• Interviews with Consultants	TBD (If Necessary)
• Notifications Sent to Vendors	Mid/Late May 2023
• Award	Late May/Early June 2023

4.0 Purpose

The purpose of this "RFP" is to solicit proposals from highly qualified environmental engineers and firms to conduct a comprehensive review of the Brownfield Area/closed Chapin Road Landfill, including review of existing documentation, the performance of additional testing as needed, and characterization of the status of the **areas**.

Additionally, the qualified Firm will be asked to review compliance with existing legislation (including SB 205 Business Licenses: Storm Water Discharge Compliance) and determine the viability of road improvements and the introduction of stormwater infrastructure to ensure compliance with applicable laws.

5.0 Scope of Work/Services

The purpose of the Request for Proposals is to solicit proposals from highly qualified environmental engineers and firms to perform a holistic and comprehensive analysis of the Brownfield Area/Chapin Road Landfill. The City of Montebello is interested in fully understanding the presence of any potential environmental contamination in the soil, air or groundwater; recommended investigation/remediation; and the associated risk involved, if any, to the adjacent residents and the businesses and employees occupying the site. The project scope includes the following specific tasks:

1. **Review all relevant reports and data related to the subject site.** There are several studies and analysis that have been performed over the years as well as periodic involvement of several regulatory agencies including the U.S. Environmental Protection Agency, CalRecycle (and Los Angeles Department of Public Health as the Local Enforcement Agency), California Department of Toxic Substance Control and the Los Angeles Region Water Quality Control Board. The scope includes a review and coherent collection of all pertinent information from all sources to help fully understand what has already been studied. According to the State Water Resources Control Board, there is a groundwater production well located in the northeast corner of the site that provides drinking water for local residents. In addition, there are water supply wells located within one (1) mile of the site. The review of relevant reports and data should specifically include an assessment of groundwater data to determine if there is the potential for site contributions to groundwater contamination.

2. **Develop recommendations for further study and investigation**. Following review of existing documentation and data, develop recommendations for further study and investigation based on findings, if necessary, to develop a complete status of the condition of the subject area in all three areas of concern: soil; soil gas; and groundwater to ensure the safety of residents and employees, adjacent waterways and groundwater resources. Recommendations should include justification and support for additional studies, or why additional studies are not necessary.

3. **Develop recommendations for remediation.** Following Tasks 1 and 2 above, develop recommendations for remediating the subject project area to minimally safe levels and suggestions for additional remediation to allow greater levels of development. If no remediation is necessary to meet minimally safe levels, the consultant's report should list reasons for the conclusion.

4. **Review compliance with existing legislation.** The scope includes a review of existing legislation related to closed landfills and current compliance by both the City and property owners. An example would include California Senate Bill 205 - Business Licenses: Storm Water Discharge Compliance. Review should include federal, state and local law.

5. **Review viability and requirements to repair public roads within the subject project area.** The roadways throughout the subject project site have deteriorated over the years. Two major depressions exist along Chapin Road and the condition of the streets is generally sub-standard. Proposals should include recommendations on actions necessary for a rehabilitation program of the interior roads (i.e. scope of remediation and/or structural reinforcement necessary to reconstruct the roads).

6. **Develop a Storm Water Masterplan for the area.** There currently is no storm water infrastructure within the subject project site. To ensure run-off water from the area is appropriately controlled and disposed of, proposals should include a preliminary evaluation of the need for such a network and actions necessary to develop and build the infrastructure. Recommendations should include justification and support for the need to introduce storm water infrastructure or not.

7. **Identify funding sources for additional study, remediation and brownfield development.** Depending on the outcome of the review and analysis phase of the project, there may be a need for more testing and or remediation as well as future development of the site. It would be helpful to have identified potential funding sources (including grants and other assistance programs) to implement these recommendations.

To the extent a proposer believes there are additional tasks necessary to develop a comprehensive report on the status and environmental characterization of the former landfill site, they should be included in the proposal with justification and support as to why it is being recommended.

6.0 Proposal Submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly

encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Department of Community Development and Planning will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline, environmental engineers and firms will be evaluated and the best-qualified environmental engineer(s) or Firm (s) will be invited to participate in an interview.

2. Selection Criteria: The City will select an environmental engineer or Firm to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the environmental engineer or Firm that is deemed most qualified with demonstrated experience in preparing and implementing a comprehensive review of the Chapin Road Landfill as outlined in this request, including, but not limited to, the following criteria:

    a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
    b. Experience: The environmental engineer or Firm will provide information on knowledge of preparing and implementing such a review and analysis in accordance with applicable rules, guidelines, and laws related to pre-regulation closed landfills.
    c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
    d. Performance: The environmental engineer or Firm must demonstrate the ability to produce a timely and high-quality product.
    e. Insurance Requirements: Proposals should include a statement demonstrating Firm's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (Attachment A)

3. Interviews: Selected candidates may be invited for an interview (optional). City staff will confirm dates/times via e-mail or formal communication/letter.

4. Approval and Execution: Upon identification of a preferred environmental engineer or Firm, a professional services agreement in substantially the same form as Appendix B – Professional Services Agreement Sample will be presented to the City Council for consideration and execution by the City Manager or designee.

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before the proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail: Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail: msolorza@cityofmontebello.com

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;

- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Recreation and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to make the final determination regarding all protests.

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

9.0 Execution of Agreement
The resulting agreement (see attached sample Appendix B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant/Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

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

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

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

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

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

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

D. Workers' Compensation and Employer's Liability
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

i. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO

forms CG 20 10 11 85 or CG 20 26 11 85.

ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

iii. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors/Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

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

12.0 Labor Requirements
A. Background: All personnel engaged in the performance of this work shall be employees of the Firm and as such, shall be warranted to possess sufficient experience

and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Firm shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Firm allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Firm shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

13.0 Records

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

14.0 Subcontractors

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

15.0 Modifications/Changes

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

16.0 Disclosure of Information

A. The Firm agrees that it will not during or after the term of the agreement disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or to the general public for any

reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Firm shall be used exclusively in connection with the performance of services.

B. The Firm shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Firm hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

17.0 City of Montebello Rights
In its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.

ii. The Firm, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

iii. The Firm failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:

Appendix A – Proposal Content and Format
Appendix B – Professional Services Agreement Sample
Appendix C – Map of the Brownfield Area/Chapin Road Landfill
Appendix D – Map of the Montebello Brownfield Overlay District

City of Montebello
Environmental Engineer to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As Needed
RFP No. 23-9

Appendix A – Proposal Content and Format

Proposal Content

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

Section 1. A cover letter that identifies the firm's name, address, phone number, email address, and identifies a proposal point of contact.

Section 2. A description of the environmental engineer or firm and relevant qualifications, including work on landfill closure and remediation, with an overall approach, methods, and strategies for completing each task.

Section 3. A tentative schedule for implementation and completion of each task.

Section 4. A summary of recent projects or studies of similar character and complexity.

Section 5. Provide a list of government agencies where you have completed environmental studies and analysis within the last five years or similar services requested. Provide the name and description of the project and a specific reference person to contact.

Section 6. Provide a proposed fee for each task outlined in the RFP.

All proposals must be submitted using the PlanetBids Portal by Thursday, April 27, 2023, at 11:00 a.m. PST. It is highly encouraged that proposals are submitted before the deadline to avoid any technical difficulties encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the format requirements.

The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ x 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page requirement does not include the cover letter, or any items included as additional attachments.

ATTACHMENT

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____ WITH _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, **202_** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. ____
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello

(insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced

with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

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

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

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

Sample

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
_____	_____
René Bobadilla, City Manager	Full Name, Title

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT "A"

Request for Proposals for Services and Contractor's Proposal

SAMPLE

EXHIBIT "B"

Schedule of Compensation

SAMPLE

EXHIBIT "C"

Live Scan Fingerprinting Requirements

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

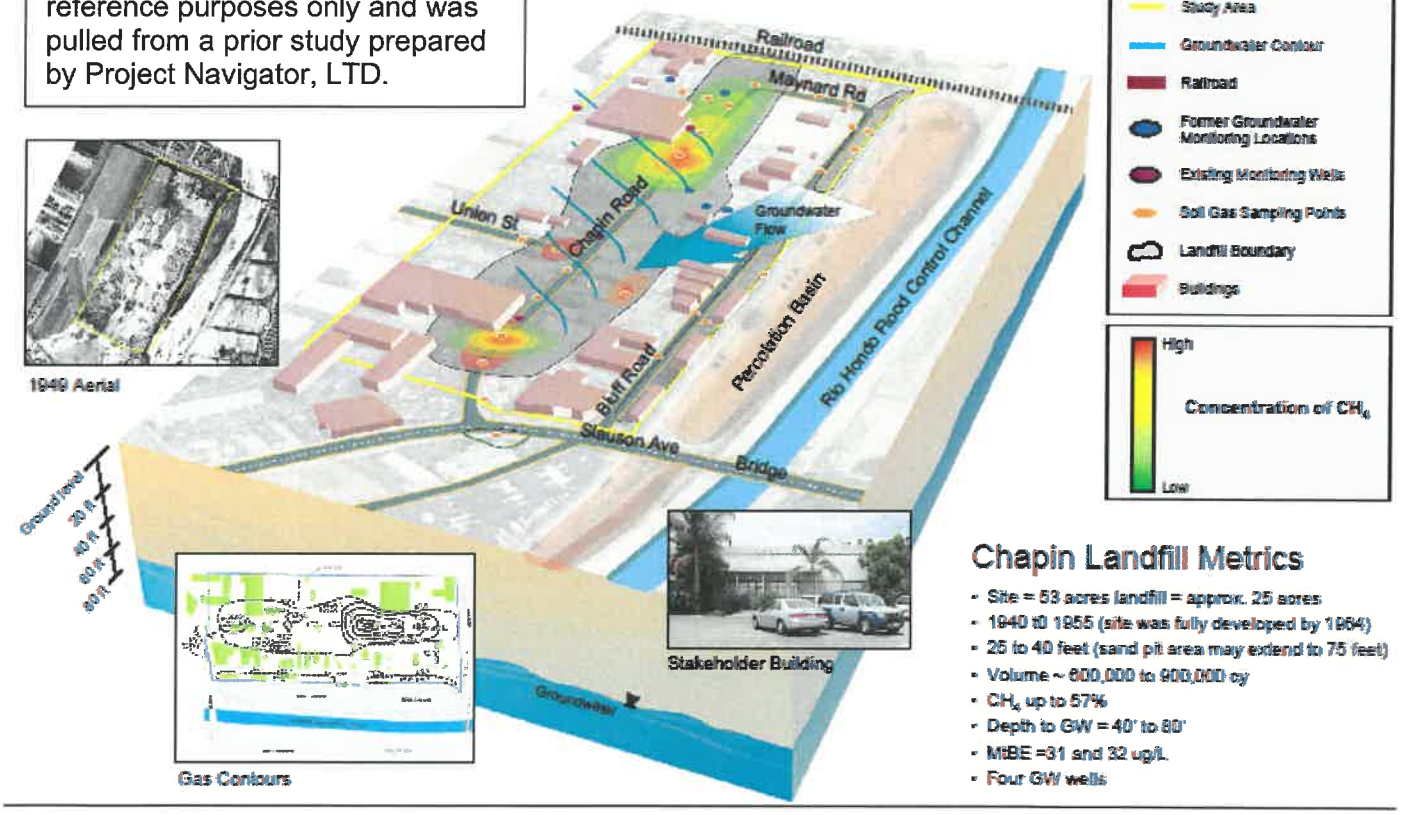
SAMPLE

Map of the Brownfield Area/Chapin Road Landfill

Figure 4

Chapin Road Landfill Site Conceptual Model (SCM)

*** Graphic is being provided for reference purposes only and was pulled from a prior study prepared by Project Navigator, LTD.



Chapin Landfill Metrics

- Site = 53 acres landfill = approx. 25 acres
- 1940 to 1955 (site was fully developed by 1954)
- 25 to 40 feet (sand pit area may extend to 75 feet)
- Volume ~ 600,000 to 900,000 cy
- CH_4 up to 57%
- Depth to GW = 40' to 80'
- MtBE =31 and 32 ug/L
- Four GW wells

PROJECT NAVIGATOR, LTD.

Appendix D

Map of the Montebello Brownfield Overlay District

*** Graphic is generated from the Montebello Municipal Code Chapter 17.49 and is being provided for reference purposes only.

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4079 FOR PARKS AND RECREATION GUIDE PRODUCTION (RFP NO. 23-5) TO MCGREGOR SHOTT, INC.**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4079 to McGregor Shott, Inc. in an amount not-to-exceed Thirty Thousand Dollars ($30,000) annually for Parks and Recreation Guide production; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed annual cost for Parks and Recreation Guide production under the proposed agreement is Thirty Thousand Dollars ($30,000) for the first year of a one-year (1-year) term, with the option to extend up to three (3) additional years. The annual cost includes design, digital web hosting, and printing of the Recreation guide in limited quantities. The awarded agreement will be managed by the Recreation and Community Services Department. The adopted Fiscal Year 2022-23 General Fund and Transit Funds' Advertising and Printing Accounts (100-70-700-6025, 100-70-710-6025, and 600-90-900-6025) have sufficient monies available to produce the first edition guide in late spring of 2023. Future Fiscal Year budget requests will incorporate projected Recreation Guide expenditures for additional publishing dates.

BACKGROUND/DISCUSSION:

On December 23, 2022, the City issued Request for Proposals No. 23-5 ("RFP No. 23-5") seeking proposals for Parks and Recreation Guide production. The scope of work includes design, web hosting, limited printing, and publication of three (3) program guides per year for the Recreation and Community Services Department. The guide aims to enhance the City's branding and marketing efforts, as well as improve effective communication with residents and stakeholders on a consistent and advanced basis.

RFP No. 23-5 was advertised on the City website, Planet Bids and the Montebello News newspaper. Interested bidders were provided the opportunity to submit questions and corresponding answers were published using the City's online advertising platform, Planet Bids. RFP No. 23-5 closed on January 26, 2023 and the City received eight (8) responsive proposals.

ENVIRONMENTAL:

N/A

ANALYSIS:

An Evaluation Committee was comprised of five (5) City employees. The Committee assessed the qualifications and expertise of each proposer in performing the services and scope of work called for in RFP No. 23-5. Each proposal was scored based upon various criteria assigned weighted scores (out of a total of 100 points possible) and ranked as follows:

RFP #23-5
Recreation and Community Services Guide

Ranking	Vendor
1	McGregor Scott
2	789 Inc.
3	We the Creative
4	The Sauce Creative Services
5	Simpson Advertising
6	ARAS
7	Night Shift
8	Futureproof Branding

From this evaluation process, McGregor Shott, Inc. has been selected as the most responsive and responsible bidder based upon scored proposals. McGregor Shott, Inc. not only has an abundance of experience in the development, design, and production of municipal recreation guides, but also received favorable references. This company has produced guides for several cities including, but not limited to, Santa Clarita, Fontana, Barstow, Lodi, Apple Valley, and Montclair. They also work with businesses and universities including the Los Angeles Economic Development Corporation, Mount Saint

Mary's University, University of California Irvine, Shared Space Atlanta, and the Georgia Institute of Technology. McGregor Shott, Inc. is a woman-owned small business certified by the United State's Small Business Administration, and is certified as a Disadvantaged and Small Business Enterprise by the State of California. Staff are confident that McGregor Shott, Inc. has the qualifications and experience that best meets the needs of the City.

SUMMARY:

Staff recommends that the City Council approve Agreeement No. 4079 with McGregor Shott, Inc. for a total not-to-exceed amount of Thirty Thousand Dollars ($30,000) per year, for an initial one (1) year term with the option to renew for three (3) additional years, for the production of a Parks and Recreation Guide (attached hereto in substantial form); authorize the City Manager to take actions necessary to execute and finalize the City Attorney approved agreement on behalf of the City; and direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A - Draft Agreement No. 4079

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4079
WITH MCGREGOR SHOTT, INC.
(RFP No. 23-5)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 8, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MCGREGOR SHOTT, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide a recreational guide for the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including Request for Proposal (RFP) #23-5, McGregor Shott, Inc. proposal, fee schedules, and any and all addenda or supplemental agreements.

2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a feasibility study as set forth fully in RFP #23-5 and the McGregor Shott, Inc. proposal as such is set forth fully in **Exhibit "A**" attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated an annual amount not-to-exceed Thirty Thousand Dollars ($30,000) for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to three (3), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-

refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

such certificate(s).

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

herein.

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant:
McGregor Shott, Inc.
Attn: Beth Shott, Principal
24325 Main Street #101
Newhall, CA 91321
(661) 702-0765
beth@mcgregorshott.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be

deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**MCGREGOR SHOTT, INC.**
René Bobadilla, City Manager	Beth Shott, Principal

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – RFP No. 23-5 and McGregor Shott, Inc. proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

RFP No. 23-5 and
McGregor Shott, Inc. Proposal

DESIGN BRANDING GRAPHICS

McGregor Shott

PROPOSAL

GRAPHIC DESIGN SERVICES

PREPARED FOR
The City of Montebello
RFP No. 23-5

McGregor Shott

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave.
Montebello, CA 90640
Attn: Nadine Hernandez, Recreation Supervisor
Attn: David Sosnowski, Director of Recreation and Community Services

January 23, 2023

Thank you for allowing McGregor Shott to submit qualifications for the City of Montebello's Parks and Recreation Guide – Printing and Graphic Design Services. We are an award-winning agency with areas of expertise in graphic design, marketing and branding for cities and municipalities, with an exceptional reputation for producing creatively engaging, well-produced city guides and multi-page brochures.

Please let me know if you have any questions at all.

Thank you,

Beth Shott
Principal
McGregor Shott
beth@mcgregorshott.com
McGregor Shott, Inc.
24325 Main Street #101
Newhall, CA 91321
661-702-0765

McGregor Shott

RELEVANT EXPERIENCE

Established in 2002, McGregor Shott has worked with several cities and municipalities to provide marketing and design services.

We are a 100% women-owned business with SBA WOB, California DBE and SBE certifications. We specialize in graphic design, website design, branding and marketing, with particular expertise in government, university and public sectors.

The company is financially solid with offices in two states, with their main office located in the heart of Old Town Newhall on Main Street in Santa Clarita. McGregor Shott maintains strong client referrals and we have operated under a number of municipal contracts from five to 20 years standing.

McGregor Shott has been instrumental in building imagery for many government programs in their communication with the public and business. The list includes the government departments of Parks and Recreation, Community Services, Arts & Events, Economic Development, Capital Improvement, Environmental Services, and Film, Tourism and Public Information on branding and identity, collateral materials, trade show graphics, website design and annual reports.

Our agency has earned over 120 rewards for excellence in event marketing, tourism, economic development and city outreach efforts.

Beth Shott and Lois McGregor are co-creative directors who provide the overall creative direction, design and management for each city project.

SERVICES:

Branding and Identity	Graphic Design
Marketing and Planning	Website Development
Social Media Management	Content Writing
Event Branding	Tradeshow Graphics

McGregor Shott

McGregor Shott has maintained a number of other successful, long lasting municipal and public sector design contracts. Clients include the City of Santa Clarita, the City of Barstow, the Town of Apple Valley, the City of Fontana, the City of Menifee, the City of Lodi, the City of Montclair, the City of Palmdale, the Los Angeles County Economic Development Corporation, the City of Grand Terrace, the City of Lancaster, UC Irvine, Mount St. Mary's University and the City of Dunwoody Police Department.

CLIENTS

Municipal Experience:

City of Santa Clarita
City of Fontana
City of Barstow
City of Palmdale
Town of Apple Valley
City of Lodi
City of Montclair
City of Menifee
City of Grand Terrace
City of Lancaster
City of Dunwoody, Georgia
Dunwoody Convention and Tourism Bureau
Santa Clarita Film Office
Santa Clarita Public Library

Business and Academics:

Georgia Institute of Technology
Shared Space of Atlanta
Santa Clarita Valley Water Agency
Los Angeles Economic Development Corporation
TJFACT Government Contractor
Thomas Jefferson University, Philadelphia
Mount Saint Mary's University, Los Angeles
University of California at Irvine
College of the Canyons

McGregor Shott

RELEVANT EXPERIENCE

The City of Santa Clarita | Seasons Magazine

Branding and design for the 80-page quarterly recreation magazine with a print circulation of 77,000 and online registration capabilities. Highlights include editorial features, Parks & Recreation classes, libraries, activities, community programs and events. Contract is ongoing.

Carrie Lujan, Communications Division Manager/ PIO

CLujan@santa-clarita.com, 661-255-4314

Nancy Grover, Recreation and Community Services Coordinator

NGrover@santa-clarita.com, 661-250-3755

www.mcgregorshott.com/seasons-magazine-design

The City of Fontana | Fontana Magazine

Branding and design for the 56-page triannual recreation magazine and guide for the City. We recently completed their Winter/Spring 2023 guide.

Monique Claude, Marketing and Communications Specialist

MClaude@fontana.org 909-349-6964

www.mcgregorshott.com/play-magazine-design

The City of Barstow | Branding

Complete branding for the City of Barstow, including logo, press kit, brochures and communications materials, style guide, signage and memorabilia.

Kody Tomkins, General Manager

ktompkins@barstowca.org, 760-577-4585

www.mcgregorshott.com/barstow

The City of Lodi | Play **Lodi Magazine**

The City of Lodi recently awarded us a multi-year contract to create art for its many events and programs throughout the year. This also includes Lodi's 36-page recreation guide. The guide, published semi-annually, features exciting activities available for all ages and provides endless opportunities to learn something new, refine skills or take advantage of Lodi's 367 acres of parkland.

Laura Johnston, Deputy Director Parks, Recreation and Cultural Services

ljohnston@lodi.gov, 209-269-4852

www.mcgregorshott.com/lodi-magazine

McGregor Shott

Town of Apple Valley | Branding

Extensive identity for their economic development division, including outreach and business attraction programs. Website, trade show booth, press kit, logo and tagline, insert sheets targeting industries, map system, and general brochure. McGregor Shott has been working with the Town of Apple Valley on a variety of projects for the past 17 years.

Orlando Acevedo, Assistant Town Manager

OAcevedo@applevalley.org, 760-240-7915

www.mcgregorshott.com/project/town-on-display

City of Santa Clarita | Branding

Development of brand for the City of Santa Clarita, the third-largest city in Los Angeles County with 213,231 residents. Items include City logo, street and monument signage, City buses and vehicles, sheriff vehicles, branding of communications materials. Work with in-house City staff to develop a standards guide. McGregor Shott has been working with the City of Santa Clarita for the past 22 years.

Carrie Lujan, Communications Division Manager

PIO, CLujan@santa-clarita.com, 661-255-4314

www.mcgregorshott.com/project/branding-santa-clarita

Old Town Newhall Arts, Tourism and Business Guide

Four-fold brochure consisting of businesses inn the Old Town district, including map highlighting retail, entertainment and theatre, wineries, restaurants and bakeries.

Monica Fawcett, Economic Development Associate,

MFawcett@santa-clarita.com, 661-286-4017

www.mcgregorshott.com/old-town-newhall-arts-retail

City of Fontana Arts and Events | Materials

Annual Fontana Arts Festival Materials, including stage banner, posters, advertising, and collateral.

Monique Claude, Marketing and Communications Specialist

MClaude@fontana.org, 909-349-6964

www.mcgregorshott.com/fontana-arts-festival

www.mcgregorshott.com/fontana-amphitheater-grand-opening

McGregor Shott

SCV Water Agency | Marketing Materials

Develop State of the Agency materials, including annual report, illustrations and infographics.

Kathie Martin, Public Information Officer, kmartin@scvwa.org, 661-2568-8108

www.mcgregorshott.com/scv-water

City of Fontana Community Services | Invitation

Quarterly Invitation and Program for Artists' Showcase.

Monique Claude, Marketing and Communications Specialist

MClaude@fontana.org@fontana.org, 909-349-6964

www.mcgregorshott.com/fontana-artists-showcase

Los Angeles County Bike Coalition | Event Branding

Logo, merchandising, map system, media, signage and marketing materials.

Eli Kaufman, Executive Director

eli@la-bike.org, 213-629-2142

www.mcgregorshott.com/la-rivers-event

City of Palmdale Economic Development | Marketing Materials

Business attraction materials for Advanced Manufacturing Aerospace and Industry.

Mica Schuler, Management Analyst II

MSchuler@cityofpalmdale.org, 661-267-5148

McGregor Shott

REFERENCES

ENCLOSURE 1

ENCLOSURE 1 – REFERENCES

Company Name	**City of Santa Clarita**
Business Address	23920 Valencia Blvd., Santa Clarita CA, 91355
Name of Contact	Carrie Lujan
Title Contact	Communications Manager
Telephone Number of Contact	661-259-2489
Email of Contact	clujan@santa-clarita.com
Description of Printing Project	McGregor Shott has worked under contract with the City or Santa Clarita from 2002 to present. They have created collateral, signage, events materials, and branding for the City. They have designed/produced 80 page quarterly Seasons Magazine for the past seven years.
Date of Order	

Company Name	**City of Fontana**
Business Address	16860 Valencia Avenue, Fontana, CA 92335
Name of Contact	Monique Claude
Title Contact	Marketing and Communications Specialist
Telephone Number of Contact	909-349-6964
Email of Contact	MClaude@fontana.org@fontana.org
Description of Printing Project	McGregor Shott has been working with the City of Fontana on Community Service and Arts and Events for the past five years, including grand openings, arts festivals, recreation magazine and artist showcases.They design/produce Fontana's tri-annual 60 page recreation/activity guide.
Date of Order	

Company Name	**City of Lodi**
Business Address	1230 W. Elm Street, Lodi, CA 95240
Name of Contact	Laura Johnston
Title Contact	Deputy Director
Telephone Number of Contact	209-269-4852
Email of Contact	ljohnston@lodi.gov
Description of Printing Project	The City of Lodi recently awarded McGregor Shott a multi-year contract to create art for its many events and programs throughout the year. This also includes Lodi's 36-page recreation guide, which is published semi-annually.
Date of Order	

Phone: 661-702-0765

McGregor Shott, Inc.
24325 Main Street, Suite 101
Newhall, CA 91321

McGregor Shott

COST PROPOSAL

ENCLOSURE 2

ENCLOSURE 2 – COST PROPOSAL

Graphic Design Cost per Edition to consult, design, layout, & produce per Response Requirements and Format items identified on Invitation for Bid:

The guide will be approximately 18 pages but there can be scenarios in the future where that guide may be 22 pages.

Recreation Guide:

Item 1 - Design Fee 18 pages (up to 3 successive proofs per brochure) 8.375" x 10.5" folded
$ $4,770+tax Cost per Edition 20 pages per addendum

Item 2 - Additional Pages $ $145 Cost per Page

Item 3 - Digital Web Hosting Per FY $ $9,600 (price for all three editions per FY)

Item 4 - Post print Digital Edits (for edits made only to the online PDF)
$ $95 Hourly Rate

Note: This work is separate and additional from the Recreation Guide.

Item 5 $ $115 Hourly Design
Contracted **Hourly Rate** for design services for additional projected, (see **Scope of Work**) for special events, editable flyers, promo items, banners, posters, marketing and advertising materials.

Item 6 - Printing Cost (20 page guide) $ $4,820+tax Cost per Edition 16 Pages plus 4 page Cover - 8.375" x 10.5" 4/4 Saddle stitch on 10.5" Side Trim to Size Cover: 100# Gloss Book / Pages: 70# Gloss Book

Miscellaneous Charges not defined above (must be itemized):

Item 7: Production/layout rate addl projects $95/hour $ Copywriting $95/hour
Item 8: Photo shoots $95/hour $ Web design $105/hour
Item 9: _____ $ _____

All cost for developing proposals in response to this RFP are the obligation of the Design Company and are not chargeable to the City. All proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RPF. Proposals cannot be withdrawn after the published closing date.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid entered; (2) has read the complete Request for Bid and understands all provisions; (3) if accepted by the City, this bid is guaranteed as written and will be implemented as stated. (4) by submitting bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Term and Conditions of Bid; and (5) mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature: _____ Date: 1/26/23

Name: Beth Shott Title: Principal

Company Name: McGregor Shott, Inc. Phone: 661-702-0765

McGregor Shott

WHY US?

PROPOSED SCOPE OF SERVICES

Our team is well educated in art, design, marketing, communications, media, public relations and writing. We have worked with cities of varying sizes and demographics, backgrounds, and strategic plans for the future. We have experience working with Parks and Recreation to assist in events, programs and communications. One of these important communications tools is though a City's recreation guide, of which we have created and produced on a regular basis.

With Montebello, we are aware of the importance of helping local community through emphasis on quality programs, parks, recreation and athletics, arts, educational facilities, and community living. After the past couple of years, it is important the City assure the community that it will thrive with the help of these many programs, events, facilities and specific services which are available. Communication and messaging can have a lasting and durable effect on the community's health and wellness. A recreation guide is one important tool which can help to convey this important information.

Our experience designing and producing guides are a great plus for city staff. They will know they are in good hands, find it easy to communicate with us and rest assured project stays on track.

IN ALL OF OUR WORK WE CONSISTENTLY:

- Bring engaging and well-designed creative for marketing and outreach projects.
- Work well within existing brands, providing continuity in all media, web and print.
- Are enthusiastic and stay plugged-in to current trends and technology.
- Have relationships with key players including photographers, printers and developers.
- Provide excellent customer service and availability at all stages of the project.

McGregor Shott

GUIDE PRODUCTION

For our customers we currently create a template in InDesign, formatting content from a variety of sources, including Microsoft Word. Some city staff like to input their own class information utilizing InCopy, an adjoining Adobe online product.

- We will work with the City of Montebello and the printer to provide quality control.
- City will provide all copy to McGregor Shott providing any additional photos or page design graphics as needed, and McGregor Shott can implement stock photos utilizing their Adobe Cloud resources.
- We will provide printer and City with final packaged files for each guide.
- We will create digital-ready PDF files for website and format to services such as Issu or Flipping Book.
- Hosting and printing services are available per enclosed cost estimate.

METHODOLOGY

COMMUNICATION INCLUDES:

- Developing accurate expectations at the start of each project.
- Working together with City of Montebello staff to create a timeline with pertinent deadlines.
- Keeping the City of Montebello informed as to each stage of the job and next stages.
- Being continuously available to discuss status of project, progress, and deadlines.
- Maintaining internal communications for McGregor Shott by writing creative briefs and setting deadlines and key dates to deliver to client, such as comps and designs.

Project turnaround times would be based on the complexity of the job. A sign would require less time than a brochure, or website design, for example. A sample of a project timeline would include:

1. inception of project
2. discussion of project goals and intended audience
3. initial layouts due with different looks to consider
4. client selection of initial design and first round of revisions
5. photo shoot, illustrator and copy schedule
6. revised comps due to client
7. client approval of comp and second round of revisions
8. final comp provided to client

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10. third round of revisions and approval of final art
11. files due to printer
12. printer proofs due
13. approval of proofs and revisions process
14. due to client/fulfillment house/printer/web manager

This is how we would proceed with a typical project assignment, such as an event or an annual report.

- McGregor Shott provides a design estimate and a separate printing estimate if needed.
- We meet over phone, video or in person to gather information pertaining to the job, which can include marketing strategy, design criteria, target audience, location, budget, and final deliverables.
- Size, color, visuals (e.g., illustration or photography), paper and printing methods, available area photography and the specific "look" and purpose of the project may be discussed.
- McGregor Shott designs creative of an event, complete with color, imagery and mockups.
- General revisions, directional changes, and decisions from staff will be discussed.
- After approval of one layout or direction, McGregor Shott will begin assembling the elements and services necessary, including photography, illustration, and copy.
- A revised comp is presented, often as pdf files for the client to review and make copy or layout corrections.
- Once approved, a final printer ready file or online product is created and reviewed for release.
- Files created by McGregor Shott are uploaded to the printer by Dropbox, Google Drive, or any other number of digital upload platforms.
- If print, the printer will produce a color proof (pdf) for approval, after which a press check may be necessary.
- The client will be notified once the job has been sent to the printer and when it is due for delivery.
- We would also prepare any social media posts to spec and save out logos and graphics in various formats as needed.
- We will always be available at any stage of the project to meet with City staff, vendors or planners. We want to make sure all departments and parties have exactly what they need and on time.

McGregor Shott

- Throughout the project process we are continually proofing and grammar checking all files. We are meticulous with our designs and software production and we always make sure all layout is accurate, consistent, adhering to branding guidelines and on target with graphic design best practices.

A rough estimate of timelines from start to finish for various projects is as follows:

1 Week	1-2 Weeks	2 Weeks
Advertisement Modifications Postcards Simple Graphic	Flyers, Signage Digital Ads/Banners Collateral, Street Banners, Bus Shelter Ads Posters	3-Fold Brochure New Website Content Large Format Stage Banners Social Media (production)
3 Weeks	3-4 Weeks	5 Weeks
Logo 4 Page Newsletter E-mail Blasts	8-16 Page Brochure Multi-element Campaign	Multi-tiered Website Design 20+ Page Magazines

Digital samples of three recreation guides are on the following pages:

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Recreation Guide Samples

Seasons Magazine

2016 to Present

www.mcgregorshott.com/seasons-magazine-design

Design, art direction, and production of the City of Santa Clarita's Seasons Magazine, an 80-page quarterly publication with a print circulation of 77,000 and online capabilities for viewing and registration.

McGregor Shott

Recreation Guide Samples

Seasons Magazine

2016 to Present

www.mcgregorshott.com/seasons-magazine-design

Design, art direction, and production of the City of Santa Clarita's Seasons Magazine, an 80-page quarterly publication with a print circulation of 77,000 and online capabilities for viewing and registration.

McGregor Shott

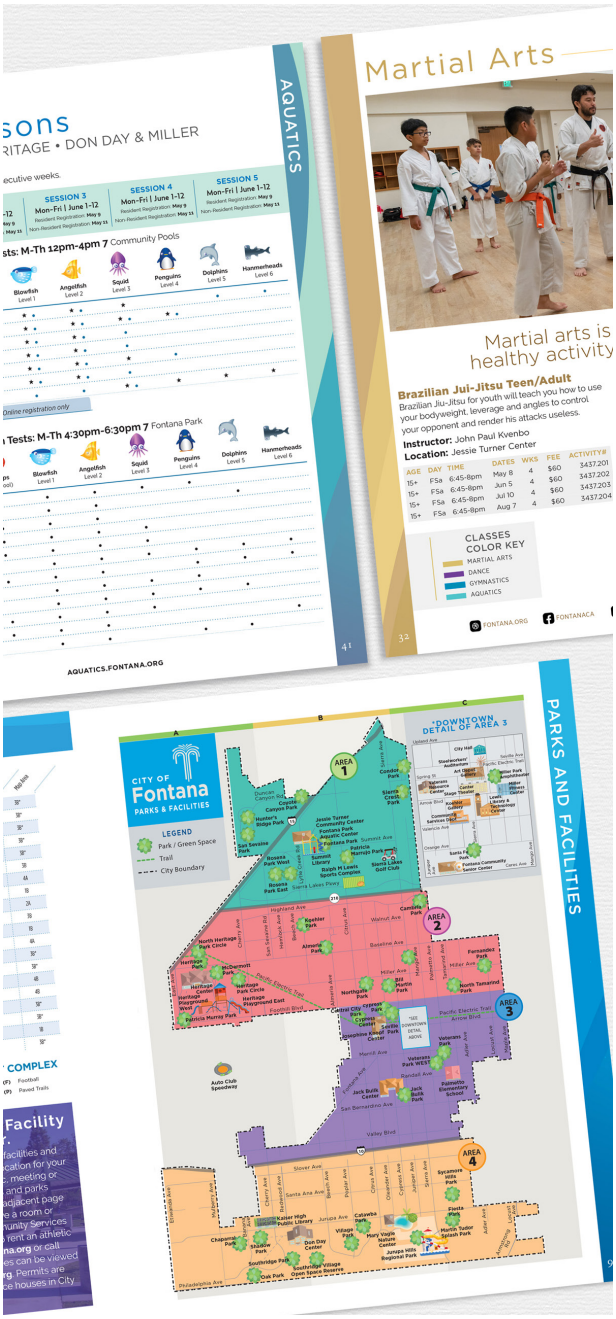
Recreation Guide Samples

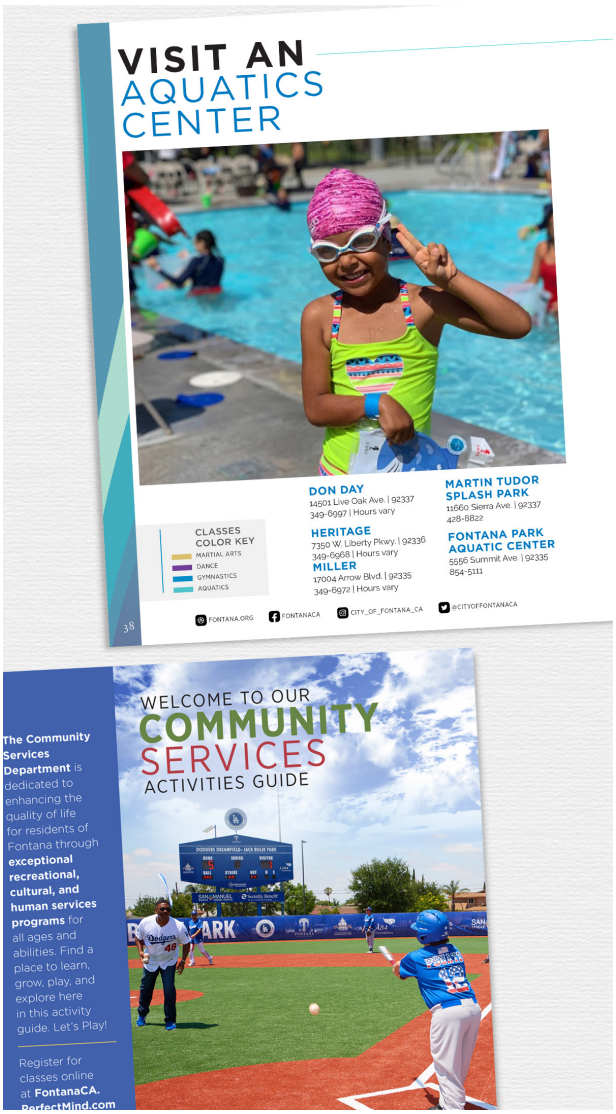
The City of Fontana

Triannual Recreational Brochure

2019 to Present

www.mcgregorshott.com/fontana-magazine-2023





McGregor Shott

Recreation Guide Samples

The City of Fontana

Triannual Recreational Brochure

2019 to Present

www.mcgregorshott.com/fontana-magazine-2023

Design, art direction, and production of the City of Fontana's Recreation Magazine, a 60-page triannual publication with a print circulation and online capabilities for viewing and registration.

McGregor Shott

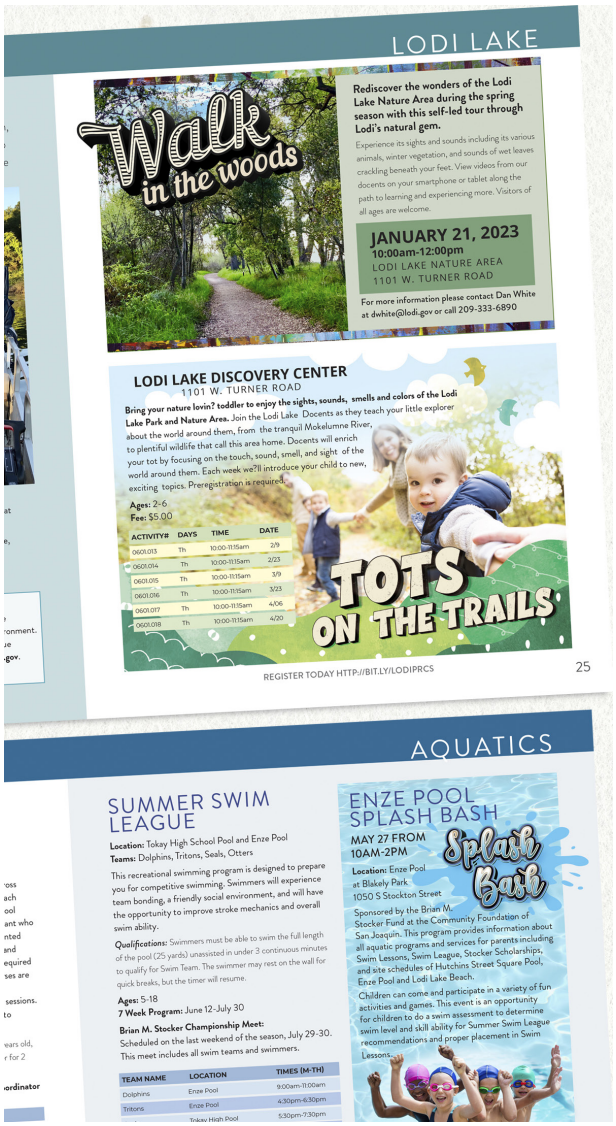
Recreation Guide Samples

The City of Lodi

Semiannual Recreational Brochure

2022 to Present

www.mcgregorshott.com/lodi-magazine



McGregor Shott

Recreation Guide Samples

The City of Lodi

Semiannual Recreational Brochure

2022 to Present

www.mcgregorshott.com/lodi-magazine

Design, art direction, and production of the City of Lodi's Recreation Magazine, a 36-page semiannual publication with a print circulation and online capabilities for viewing and registration.

McGregor Shott

ASSIGNED PERSONNEL

Principals Beth Shott and Lois McGregor are designers with a combined 56 years of design, branding and agency experience. Beth and Lois will be involved in all aspects of the design and production process, from initial concept to final completion.

Beth Shott will serve as project manager for the City of Montebello, acting as the City's single point of contact. Resumes of Principals Beth Shott and Lois McGregor are included at the end of this section.

CO-FOUNDER AND GRAPHIC DESIGNER - Beth Shott is a principal at McGregor Shott with over 28 years working in the advertising and graphic design industry. Beth has designed branding for numerous cities. She specializes in design and production of municipal publications for clients such as the City of Santa Clarita, the City of Fontana, the City of Barstow, the City of Menifee, the City of Lodi, The City of Montclair, the Los Angeles Economic Development Corporation, and the Town of Apple Valley on an ongoing basis.

Beth received a B.F.A. with honors from the Art Center College of Design in 1990. From 1986-1987, she attended the Graduate School of Business in Advertising at the University of Texas at Austin. In 1986, she received a B.A. in Advertising/Minor in Journalism with Distinction and Senior Honors from Valparaiso University in Indiana. Beth is a member of Mensa and is an accomplished violinist in two California symphonies. She has also volunteered her services at organizations such as the Domestic Violence Center, the William S. Hart Park and Museum, the Santa Clarita Food Pantry, Bridge to Home., the Claremont symphony Orchestra and the LA County Aboretum.

Beth specializes in the type of public sector work requested in this proposal. A partial list of projects include complete branding of cities, quarterly magazines for parks and recreation, annual reports, community service materials, events materials, economic development materials, outdoor signage and many other forms of communication.

McGregor Shott

CO-FOUNDER AND GRAPHIC DESIGNER - **Lois McGregor is a principal at McGregor Shott with over 27 years working in the advertising and graphic design industry**. Lois has contributed to the design, layout and art direction for print and websites for the City of Santa Clarita, the City of Barstow, the City of Dunwoody, Georgia, Mount St. Mary's University in Los Angeles, Thomas Jefferson University in Philadelphia and the Los Angeles Economic Development Corporation. Lois is also an accomplished writer in marketing, sales and technical data.

She has donated many services to non-profit organizations such as the Child and Family Center and the School and Business Alliance.

Lois received a B.A. degree from California State University, Bakersfield in Communications, with an emphasis in Public Relations. She received a minor in English Literature.

Lois has performed similar work as requested in this proposal. Public sector projects include complete branding and development of campaigns, annual reports, collateral, events and community services.

OUR TEAM

STAFFING

Beth Shott

PROJECT MANAGER/CREATIVE

Beth Shott is a principal at McGregor Shott with 28 years working in the advertising and graphic design industry. Beth is an award-winning designer, creating and maintaining brands for business. She designs graphics and materials or special events, community outreach, tradeshows, websites and social media.

EDUCATION

ART CENTER COLLEGE OF DESIGN

DEGREE – MAJOR, B.F.A. with Honors, Fine Arts Studies included art and graphic design.

VALPARAISO UNIVERSITY, INDIANA

DEGREE – B.A. with Distinction and Senior Honors, Advertising
Minor in Journalism

UNIVERSITY OF TEXAS, AUSTIN

DEGREE – Graduate School of Business in Advertising

Lois McGregor

CREATIVE

Lois McGregor is a principal at McGregor Shott with 27 years working in the advertising and graphic design industry.
Lois guides all aspects of client management and team operations and participates in creative, writing and social media marketing.

EDUCATION

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

DEGREE – MAJOR, B.A. Communications, Emphasis in
Public Relations
Studies included social media, corporate communications and writing.

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

DEGREE – Minor in English Literature
COLLEGE OF THE CANYONS, VALENCIA
TWO YEAR – Biology, EMT

LICENSES AND CERTIFICATIONS:

Federal Tax Identification Number 16-1639747
Resale/Sellers Number SRAC 100-181653
DBE and SBE Certification CUCP Number 44676, Metro File Number 7573

24325 Main Street, Suite 101 Newhall, CA 91321 | 661-305-5600 | www.mcgregorshott.com
beth@mcgregorshott.com

BETH SHOTT – CREATIVE DIRECTOR AND DESIGNER

BACKGROUND

Co-founder and Graphic Designer - Beth Shott is a principal at McGregor Shott with over 28 years working in the advertising and graphic design industry. Beth has designed branding for numerous cities. She specializes in design and production of municipal publications for clients such as the City of Santa Clarita, the City of Montclair, the Los Angeles Economic Development Corporation, and the Town of Apple Valley on an ongoing basis. Publications include 40 to 80 page guides for Parks and Recreation, Summer Camps, Film, Tourism, Economic Development, and New Business Opportunities.

EDUCATION

ART CENTER COLLEGE OF DESIGN
DEGREE – MAJOR, B.F.A. with Honors, Fine Arts
Studies included art and graphic design.

VALPARAISO UNIVERSITY, INDIANA
DEGREE – B.A. with Distinction and Senior Honors, Advertising
Minor in Journalism

UNIVERSITY OF TEXAS, AUSTIN
Graduate School of Business in Advertising

PROFESSIONAL ACHIEVEMENTS

AWARDS

ADDY (American Advertising Federation)
American Corporate Identity
CALFEST Competition
California Park and Recreation Society
California Association of Public Information Officials (CAPIO)
Communicator Awards
California Tourism Award
International Festival and Events Association
Maverick Award of Excellence
Pinnacle Awards

BOARDS AND MEMBERSHIP

Mensa
William S. Hart Park and Museum
Santa Clarita Food Pantry
The Symphony of the Canyons
Santa Clarita Philharmonic
Accomplished violinist in two California symphonies

SKILLS

Graphic Design
Branding
Art Direction
Social Media Marketing
Advertising

WORK HISTORY

MCGREGOR SHOTT, INC. , PARTNER - CREATIVE DIRECTOR

Jan 2001 – Present

AFTER HOURS DESIGN, OWNER - GRAPHIC DESIGNER

May 1993 – Dec 2000

CAMPBELL AND WAGMAN, ART DIRECTOR

Jan 1990 – May 1993

4470 Chamblee Dunwoody Road, #510, Atlanta, GA 30338 | 661-305-5600 | www.mcgregorshott.com
lois@mcgregorshott.com

LOIS MCGREGOR – CREATIVE DIRECTOR AND DESIGNER

BACKGROUND

Co-founder and Graphic Designer - Lois McGregor is a principal at McGregor Shott with over 27 years working in the advertising and graphic design industry. Lois has contributed to the design, layout and art direction for print and websites for the City of Santa Clarita, California, the City of Dunwoody, Georgia, CVB in Dunwoody, Mount Saint Mary's University in Los Angeles, Thomas Jefferson University in Philadelphia and the Los Angeles Economic Development Corporation. Lois is also an accomplished writer in marketing, sales and technical data.

EDUCATION

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

DEGREE – MAJOR, B.A. Communications, Emphasis in Public Relations

Studies included social media, corporate communications and writing.

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

DEGREE – Minor in English Literature

COLLEGE OF THE CANYONS, VALENCIA

TWO YEAR – Biology, EMT

PROFESSIONAL ACHIEVEMENTS

AWARDS

ADDY (American Advertising Federation)

American Graphic Design Award

CALFEST Competition Gold Award

Summit International Awards

Neenah Paper Text and Cover First Place

Communicator Awards

California Tourism Award

Maverick Award of Excellence

BOARDS AND MEMBERSHIP

Santa Clarita School and Business Alliance

The Atlanta Writers Club

SKILLS

Graphic Design

Branding

Art Direction

Account Management

Sales and Technical Writing

HTML and CSS, Email Marketing

WORK HISTORY

MCGREGOR SHOTT, INC. , PARTNER - CREATIVE DIRECTOR

Jan 2001 – Present

INSYNC DESIGN, OWNER - GRAPHIC DESIGNER

Mar 1996 – Dec 2000

CENTRIC ADVERTISING, PARTNER - GRAPHIC DESIGNER

Jan 1994 – Feb 1996

McGregor Shott

CONFLICT OF INTEREST

At this time McGregor Shott has no conflict of interest with the City of Montebello.

EXHIBIT "B"

Schedule of Compensation

Design Fee (18-page recreation guide per guide)	**$4,770**

<u>Optional Services</u>

Design Fee (additional pages of guide per page)	**$ 145**
Digital Web Hosting (per year)	**$ up to 2,000**
Post Print Digital Edits (for edits to digital version per hour)	**$ 95**
Design Services (per hour)	**$ 115**
Production / Layout (per hour additional services)	**$ 95**
Photo Shoots (per hour)	**$ 95**
Copywriting (per hour)	**$ 95**
Web Design (per hour)	**$ 105**
Printing of Guide* (2,500 copies per edition)	**$ 4,820 + tax**

***16 page guide + 4 page cover / 8.375" x 10.5" folded / 4/4 saddle stitch on 10.5" side trim to size / cover – 100# gloss book / pages – 70# gloss book**

Printing prices may vary based upon necessary changes in guide printing quantities, pages per guide, or other variables changed such as, but not limited to, paper type or size.

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT, NO. 4080, WITH R&S OVERHEAD DOORS OF COMMERCE, INC., FOR PREVENTATIVE MAINTENANCE AND DOOR REPAIR SERVICES AT THE TRANSPORTATION FACILITY**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement, No. 4080, with R&S Overhead Doors of Commerce, Inc. (R&S Overhead Doors), for a three-year (3) term, for a total not-to-exceed amount of Eighty-Five Thousand, Two Hundred and Seventy-Three Dollars ($85,273), for preventative maintenance and door repair services at the City of Montebello Transportation Facility; and
2. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The project cost to provide preventive maintenance and door repair services at the City's Transportation facility is a total not-to-exceed amount of $85,273, including up to a fifteen percent (15%) contingency or $11,122. Funding for this project will be allocated from the Transportation Department's Fiscal Year 2022-23 adopted operating budget: Transit Operations expense Account No. 600-90-915-6040.60. Therefore, no budget amendment is needed. The FY 2023-24 budget will be developed to include sufficient funding for this agreement.

BACKGROUND/DISCUSSION:

The City operates the Montebello Bus Lines (MBL) on approximately 5.8 acres of city-owned property, located at 400 South Taylor Avenue and 311 South Greenwood Avenue. The City's Transportation Facility is comprised of Building A (Administration and

Operations), Building B (Corporate Shop), an Employee Parking Structure, a Fuel Dispensing Station, and a Bus Wash System. The Transportation Facility was constructed in 1996 and has exceeded the Federal Transit Administration's useful life benchmark of 25 years.

In December 2022, MBL staff conducted a process to identify a qualified vendor for a one-year (1-year) term, to provide preventive maintenance and door repair services, for the Transportation Facility's seventeen (17) overhead doors, six (6) motorized gates, and three (3) aluminum roll up doors. Due to extensive usage and normal wear and tear, the door mechanisms and related components (e.g., cables, rollers, hinges, bearings, bushings, v-groove wheels, drive belts, springs, etc.) have eroded and started to malfunction. After researching multiple vendors and consulting with industry professionals, three (3) vendors were identified and solicited for a proposal: Vortex Industries LLC (Vortex Industries), McKinley Equipment, Inc. (McKinley Equipment), and R&S Overhead Doors.

McKinley Equipment was non-responsive, while Vortex Industries and R&S Overhead Doors provided competitive proposals to meet the scope of services requested. R&S Overhead Doors was selected based on a review of the proposal, which outlined a clear and detailed work plan on how each task and deliverable requested will be accomplished. In addition, R&S Overhead Doors provided a work plan that included four (4) quarterly visits at a cost that was most advantageous to the City (see Attachment A).

In February 2023, an assessment was conducted of all the transportation facility overhead doors, motorized gates, and aluminum roll up doors. Once a thorough assessment was conducted, it was determined that eight (8) overhead bay doors, one (1) aluminum roll up door, and two (2) motorized gates required extensive repair and preventative maintenance service to remain operable and compliant with the safety standards for commercial doors and gates.

ENVIRONMENTAL:

N/A

ANALYSIS:

The 1-year term agreement with R&S Overhead Doors does not provide coverage for any major repair, or replacement parts required to ensure all overhead doors, motorized gates, and rollup doors remain operable. As such, it is recommended that the City Council approve a new agreement with R&S Overhead Doors, which contemplates a total amount needed to cover the cost of the required repairs and service, with a 3-year term (see Attachment B), in the not to exceed amount broken out in the table below:

Vendor	1-year Agreement	Additional 2-years	Repair and Service Cost	Contingency Funds
R&S Overhead Doors	$6,744	$13,488	$53,919	$11,122
		Total Project Cost		**$85,273**

SUMMARY:

Staff recommends that the City Council consider: (1) approving Agreement No. 4080, attached hereto in substantial form (see Attachment C), with R&S Overhead Doors for a 3-year term, for a total not-to-exceed amount of Eighty-Five Thousand, Two-Hundred Seventy-Three Dollars ($85,273), for preventative maintenance and door repair services at the Transportation Facility; (2) authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) of the total agreement amount; and (3) direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A – One-year Agreement with R&S Overhead Doors
2. Attachment B – Proposal: R&S Overhead Doors
3. Attachment C – Proposed Professional Services Agreement No. 4080

NEXT STEPS:

N/A

CITY OF MONTEBELLO

DEPARTMENT OF TRANSPORTATION

PURCHASE ORDER COVER LETTER

Vendor: R&S Overhead Doors of Commerce

Item(s) Being Purchased/Services: Provide quarterly PM service on 17 overhead doors, 6 motorized gates, 3 aluminum roll up grille doors.

Reason for Purchase: Service equipment and prevent future repairs

Purchase Requestor: Cesar Lopez Signature: _____

Supplies: _____ Service: X Account Number: 600-90-915-6040.60

Total Amount of Purchase: $1,686.00 Shipping Cost: _____

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1st Bid/Quote:	$1,686.00	R&S Overhead Doors of Commerce	Quote	12/21/22
2nd Bid/Quote:	$6,574.00	Vortex	Quote	12/29/22
3rd Bid/Quote:	$0.00	Mc Kinnley	N/A	N/A

Other Notes: Attempted to call McKinnley 3 times and did not receive call back.

Purchase Order Input By: Erika Andrade Date: 1/5/23

Purchase Order Approved By: _____ Date: 1.9.2023

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

OFFER
365258

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 Attn: **Cesar Lopez**	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640

Date	Offer No	Submitted By	Reference
12/21/2022	365258	Joe Estrada (Sales)	p.m. service

Description	Amounts
R&S Overhead doors of Commerce Inc. proposes the following * Provide Quarterly PM service on (17) Over head doors , (6) Motorized sliding gates, (3) Aluminum roll up grille doors * Lube all friction points on door(s) & Gates, inspect and minor adjustments as needed * Lube all friction points on motor operator, inspect and minor adjustments as needed * Check all safeties and activation devices * Price is per visit $ 1,686 * Contract for (1) year period starting from initial service * Any major repair or needed parts will be quoted Note: Customer will supply Scissor lift	$1,686.00

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
12/21/2022	Net 10 Days	30 Days	1/20/2023	$1,686.00

Submitted By	Phone No	Email
Joe Estrada (Sales), Sales	(310) 420-1108	joey@rsdoorscommerce.com

Terms & Conditions

No warranty till doors are inspected

Excluded:
* Hidden damage: Damage that was Not able to be seen during estimate inspection
* Offer does not include permits or fees. All permits and fees by others
* Work to be performed during normal business hours 8:00 am to 4:30 pm, Monday through Friday. Overtime and weekend work at an additional charge.

Signature

ACCEPTED BY	PRINT NAME	EMAIL ADDRESS	DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in

such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.
2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R& S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.
3) If permits are required, customer shall obtain them at Customer's own expense.
4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.
5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, ("Collateral"), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.
6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.
7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.
8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.
9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and
one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&Sâ€™s obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.
10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than $1,500, nor less than $100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.
11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customerâ€™s failure to give written notice relieves R&S of all responsibility and liability to customer.
12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.
13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.
14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.
15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.
16) A failure by Customer to make payment when due is a material breach of this agreement.

VORTEX

PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTEBELLO ACCOUNTS PAYABLE 1600 W. BEVERLY MONTEBELLO CA 90640	MONTEBELLO BUS LINE 400 S. TAYLOR MONTEBELLO CA 90640	12/29/2022

Attn. CESAR LOPEZ

Ref. # SQ-499285	Phone (323) 827-9130	Job Phone (323) 861-1919
	Fax (323) 887-1499	

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

This is a proposal for **Preventive Maintenance for your Rolling Steel or Sectional Overhead Door(s).** Vortex will provide the following:

- **Tightening of loose fasteners and mountings**
- **Inspection of springs for fatigue and wear**
- **Lubrication of all rollers, hinges, guides, bearings, and other applicable hardware**
- **Inspection of shaft assembly, cables, & drums on sectional doors**
- **Lubrication of bearings, bushings, and drive chain on motor operators**
- **Inspection and adjustments to any safety devices**
- **A detailed written report of our inspection**
- **Free written estimate of recommended repairs**

(Total # of Doors: 17)

We compliment you on your foresight to recognize the value of our Preventive Maintenance Program. This service will help keep your doors in safe, in proper working order, and keep emergency repair costs down.

This agreement does not cover extensive repairs, additional materials, or replacement of any parts.

Continue page 2

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 35 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, LLC. ("VORTEX")**
By	By Priscilla Flores (COM)
Date	Date 12/29/2022

VORTEX

PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTEBELLO ACCOUNTS PAYABLE 1600 W. BEVERLY MONTEBELLO CA 90640	MONTEBELLO BUS LINE 400 S. TAYLOR MONTEBELLO CA 90640	12/29/2022

Attn. CESAR LOPEZ

Ref. #	Phone / Fax	Job Phone
SQ-499285	(323) 827-9130 (323) 887-1499	(323) 861-1919

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

This is a proposal for **Preventive Maintenance for your Sliding or Swinging Gate(s).** Vortex will provide the following:

- Inspect gate frame and supports for any wear or damage
- Inspect floor track and rollers for wear and damage
- Inspect guide rollers and up-and-over supports for wear or damage
- Tighten all loose fasteners and mountings
- Inspect motor idler rollers, drive sprockets, and drive chain for wear or damage
- Inspect clutch mechanism for wear or damage
- Adjust drive chain tension if needed
- Inspect limit wheels and limit assembly for wear or damage
- Adjust opening and closing limit assemblies
- Inspect manual crank input and interlock assembly for wear or damage
- Inspect all safety devices. Align and adjust if needed
- Inspect all activation devices
- Inspect circuit board for wear or damage
- Re-secure all circuit board wiring
- Check and adjust timer to close if needed
- Inspect oil and fluid levels
- Inspect and lubricate pivots on swing gate(s) only
- Complete UL325 Safety Checklist to ensure the system is up to the current Safety Standards
- A detailed written report of our inspection and note any deficiencies in accordance with UL325 and ASTM F2200 Safety Standards
- Free written estimate of any noted repairs needed

(Total # of Gates: 6)

Continue page 3

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 35 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, LLC. ("VORTEX")**
By	By Priscilla Flores (COM)
Date	Date 12/29/2022

License No. #287885 • VORTEX INDUSTRIES, LLC

VORTEX

PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTEBELLO ACCOUNTS PAYABLE 1600 W. BEVERLY MONTEBELLO CA 90640	MONTEBELLO BUS LINE 400 S. TAYLOR MONTEBELLO CA 90640	12/29/2022

Attn. CESAR LOPEZ

Ref. #	Phone / Fax	Job Phone
SQ-499285	Phone (323) 827-9130 Fax (323) 887-1499	(323) 861-1919

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

This is a proposal for **Preventive Maintenance for your Swinging Personnel Doors**. Vortex will provide the following:

- **Adjusting the closing speed for safety**
- **Inspection of the proper closing speed to increase energy efficiency & ADA compliance**
- **Inspection of doors for hydraulic fluid leaks**
- **Inspection of pivot assembly, threshold, framing and locking hardware**
- **Tightening of closer arms**
- **Inspection and adjustments to any safety devices**
- **A detailed written report of our inspection**
- **Free written estimate of recommended repairs**

(Total # of Doors: 10)

We compliment you on your foresight to recognize the value of our Preventive Maintenance Program. This service will help keep your doors in safe and proper working order to help keep emergency repair costs down.

This agreement does not cover extensive repairs, additional materials, or replacement of any parts.

Continue page 4

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 35 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT**. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, LLC. ("VORTEX")**
By	By Priscilla Flores (COM)
Date	Date 12/29/2022

VORTEX

PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTEBELLO ACCOUNTS PAYABLE 1600 W. BEVERLY MONTEBELLO CA 90640	MONTEBELLO BUS LINE 400 S. TAYLOR MONTEBELLO CA 90640	12/29/2022

Attn. CESAR LOPEZ

Ref. #	Phone	Job
SQ-499285	(323) 827-9130	(323) 861-1919
	Fax (323) 887-1499	Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

This is a proposal for **Preventive Maintenance for your Rolling Aluminum Grilles.** Vortex will provide the following:

- Inspect gate frame and supports for any wear or damage
- Inspect floor track and rollers for wear and damage
- Inspect guide rollers and up-and-over supports for wear or damage
- Inspect clutch mechanism for wear or damage
- Adjust opening and closing limit assemblies
- Inspect manual crank input and interlock assembly for wear or damage
- Inspect all safety devices. Align and adjust if needed
- Inspect all activation devices
- Inspect circuit board for wear or damage
- Re-secure all circuit board wiring
- Check and adjust timer to close if needed
- Free written estimate of any noted repairs needed

(Total # of Grilles: 3)

Total Cost of Inspection.....$6,574.00

Please fax or email signed proposal to: COMSC@VortexDoors.com or (323) 721-5064 (Fax)

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 35 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, LLC. ("VORTEX")**
By	By Priscilla Flores (COM)
Date	Date 12/29/2022

License No. #287885 • VORTEX INDUSTRIES, LLC

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:

   1.1 **NEW PRODUCT INSTALLATIONS.**
   - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
   - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.

   1.2 **REPAIRS.**
   - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.

2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:

   2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).

   2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.

   2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.

   2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

   2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.

   2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

   2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.

3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.

4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:

   4.1 if the related invoice is not paid within thirty (30) days;
   4.2 if repairs or alterations are made by anyone other than VORTEX;
   4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.

You must give us the job number when first calling for warranty service or you will be billed for the work.

5. **LIMITATIONS OF LIABILITY.**

   5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.

   5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.

Rev. 1/09

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
R&S Overhead Doors of Commerce, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5560 Flotilla St.

Requester's name and address (optional)

City, state, and ZIP code
Commerce, CA 90040

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
9 5 - 4 7 4 9 2 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Hilda Martinez Date ▶ 11/8/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

OFFER
376195

Customer Info		Job Info

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

Attn: **Cesar Lopez**

Maintenance On All Equipment
1600 W. Beverly Blvd
Montebello, CA 90640

Date	Offer No	Submitted By	Reference
2/23/2023	376195	Jessica Sanchez (Operations)	Repairs Needed

Description	Amounts
R&S Overhead doors of Commerce Inc proposes the following : Door #'s 2, 3, 4, 5, 6 and 7 * Disconnect curtain from barrel (can be left in opening or removed) * Remove existing barrel from opening and transport to our shop * Remove damaged spring(s) and any additional needed components * Replace spring(s) and needed components *Return barrel to job site and reinstall. * Reattach curtain to barrel, adjust, Lube and check door for proper operation * Includes Labor and lift equipment	$27,000.00
R&S Overhead doors of Commerce Inc proposes the following, to furnish and install: Door 9 * Removal of the damaged/frayed cable * (30') New steel cables for existing sectional door * Adjust, lube and check door for proper operation Note: Customer to provide scissor lift. If not available $500 will need to be added to cost.	$860.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 1 * Removal of the damaged drive belt, v-groove wheels and batteries *One new drive belt will be secured onto the existing operator * Two new v-groove wheels will be installed onto the bottom of the gate and track * 6"X10" Flat bar/mesh to cover post * 9V Battery will be replaced on the existing transmitter	$2,163.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 2 * Two new 6"X10" post will be secured onto the existing gap to cover positive stop *9V Battery will be replaced on the existing transmitter	$1,226.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 3 * Two new 6"X10" post will be secured onto the existing gap to cover positive stop *9V Battery will be replaced on the existing transmitter	$1,226.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Door 11 * Removal of the damaged coil cord	$681.00

* One new take-up reel will be secured in place * Take-up reel will be connected to the existing operator and door * Testing of the door for proper operation	
R&S Overhead doors of Commerce Inc. proposes the following * Provide Quarterly PM service on (17) Over head doors , (6) Motorized sliding gates, (3) Aluminum roll up grille doors * Lube all friction points on door(s) & Gates, inspect and minor adjustments as needed * Lube all friction points on motor operator, inspect and minor adjustments as needed * Check all safeties and activation devices * Price is per visit $ 1,686 * Contract for (1) year period starting from initial service * Any major repair or needed parts will be quoted Note: Customer to supply scissor lift. Quoted for 4 visits a year for 2 years. Each visit is $1,686.00.	$13,488.00
CHANGE ORDER R&S Overhead doors of Commerce Inc proposes the following : * Disconnect curtain from barrel (can be left in opening or removed) * Remove existing barrel from opening and transport to our shop * Remove damaged spring(s) and any additional needed components * Replace spring(s) and needed components Note: New springs will be 100k cycles, (High cycle set up) *Return barrel to job site and reinstall. * Reattach curtain to barrel, adjust, Lube and check door for proper operation *Large forklift rental	$20,762.13

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
2/23/2023	50% Deposit, 50% Completion	30 Days	3/25/2023	$67,406.13

Submitted By	Phone No	Email
Jessica Sanchez (Operations), Operations Manager	(323) 321-3297	jessica@rsdoorscommerce.com

Terms & Conditions

Excluded:
* Hidden damage: Damage that was Not able to be seen during estimate inspection
* Offer does not include permits or fees. All permits and fees by others
* Work to be performed during normal business hours 8:00 am to 4:30 pm, Monday through Friday. Overtime and weekend work at an additional charge.

90 Day warranty on parts and labor (for repairs on the gates and cable job)
NOTE: Warranty work to be performed during normal business hours 8:00 am to 4:30 pm. Monday through Friday, excluding weekends and holidays.

1 year warranty parts (Springs Only) and 90 days labor
NOTE: Warranty work to be performed during normal business hours 8:00 am to 4:30 pm. Monday through Friday, excluding weekends and holidays. Semiannual maintenance to be performed by our company at an additional cost to honor the warranty.

* Offer does not include original service call from 2/13/23 and 2/16/23.

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full

claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.
2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R& S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.
3) If permits are required, customer shall obtain them at Customer's own expense.
4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.
5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, ("Collateral"), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.
6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.
7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.
8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.
9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and
one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&Sâ€™s obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.
10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than $1,500, nor less than $100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.
11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customerâ€™s failure to give written notice relieves R&S of all responsibility and liability to customer.
12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.
13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.
14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.
15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.
16) A failure by Customer to make payment when due is a material breach of this agreement.

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

Work Order

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/13/2023	C817788 JE			2023-0000560

Equipment Type	Description
Door # 1: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door #2: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door#3: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door # 4: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door # 5: Rolling Steel Door	16'x14', Cookson, Maintenance shop
Door #6: Rolling Steel Door	16'x14', Cookson, Maintenance shop
Door#7: Rolling Steel Door	16' x 14', Cookso Rolling Steel door, Maintenance shop
Door#8: Rolling Steel Door	16'x14', Atlas rolling steel door, Maintenance shop
Door # 9: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door # 9: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door# 10: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door # 11: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door# 12: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door # 13: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door # 13: Sectional Door	Sectional door

Description
(8) Cookson rolling steel doors WORK PERFORMED: R&S crew performed a preventive maintenance on all rolling steel doors and found that 6 doors need barrel rebuild. Techs found shaving and pieces of metal inside the hoods. Crew tagged out and turned power off on door 4,5,6,7.Also door 2 needs left stop and door 7 needs right stop RECOMMENDATIONS: Needs an estimate to rebuild barrel on door 2,3,4,5,6,7. Also door 2 needs left stop and door 7 needs the right stop
(5) sectional doors WORK PERFORMED: R&S crew performed a preventive maintenance on all sectional doors, lubed all friction points and tested for proper operation. Techs found a damage cable on door 9.

RECOMMENDATIONS: Needs a new cable on door 9.(3/16" 30')

Material & Items Used	Quantity	Unit Price	Totals
Lube	3		
PM Service Discount			

Arrive	Depart	Shop Time	Travel Time	Lunch Taken	Total Time	Current Status
8:45 AM	4:00 PM	0.00	1.00 Hrs	Yes	7.75 Hrs	Incomplete

Foreman	Helper	Total Labor	Total Material	Additional Work
Jesse Monterroso	Robert Sanchez			Needs Estimate

Material Warranty	Labor Warranty	Payment Terms	Total Amount
		COD	$1,686.00

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

Terms & Conditions

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

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R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

PM Summary

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/13/2023	C817788 JE			2023-0000560

Rolling Steel Door

Checklist
Lubricate bracket bearing & brass bushings
Check spring tension and balance the door
Remove guides to inspect & straighten all endlocks
Inspect slats for wear, cracks & splits
lubricate guides
Motor Operator
lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screw on all sprockets - tighten
Check power shaft bracket bushing for wear
Lubricate limit shaft, limit nuts, limit sprocket
Inspect electric brake assemblies, roll pins, brake disc
Inspect sash chain, hand chain, chain lock & manual operation
Test all control functions, open, close, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key code

Door # 4: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair

Remarks
Tension wheel has a lot of movement when door is traveling. Didn't find shavings on door but might be a good time to fix barrel before it starts cutting down barrel

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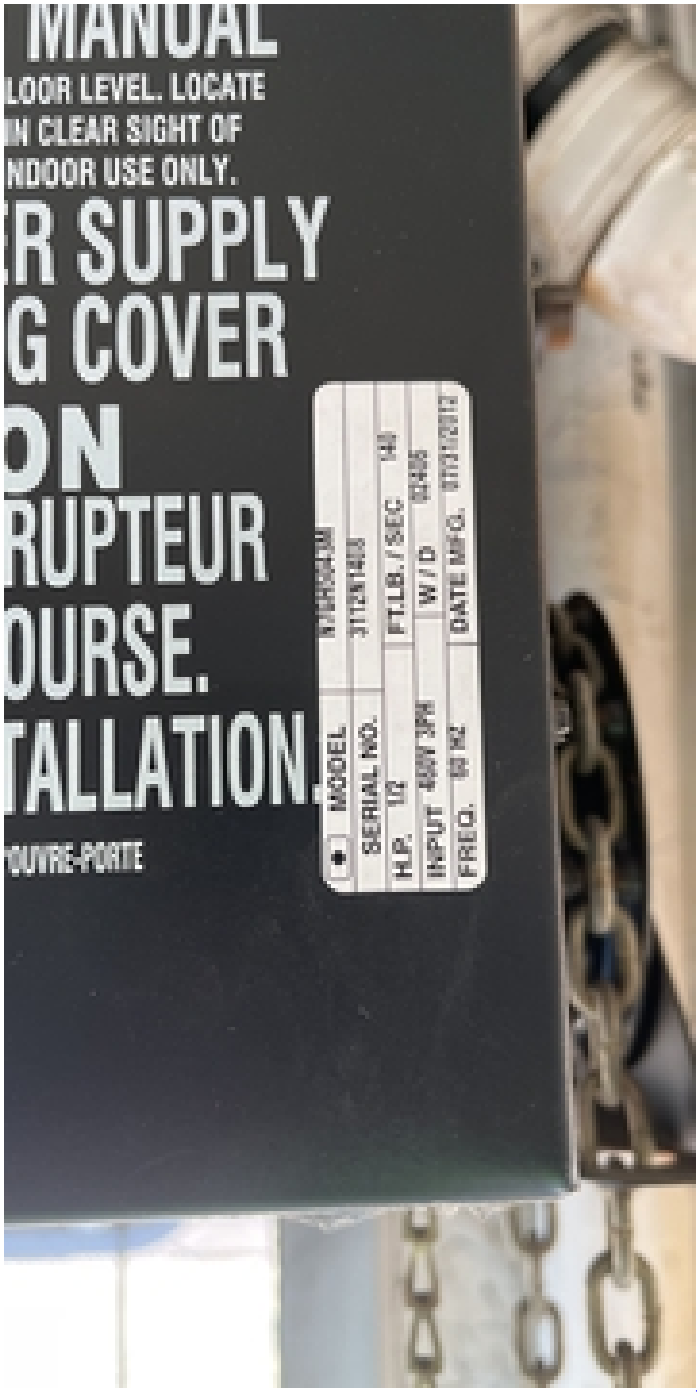
2/13/2023 10:31 AM



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2/13/2023 10:31 AM

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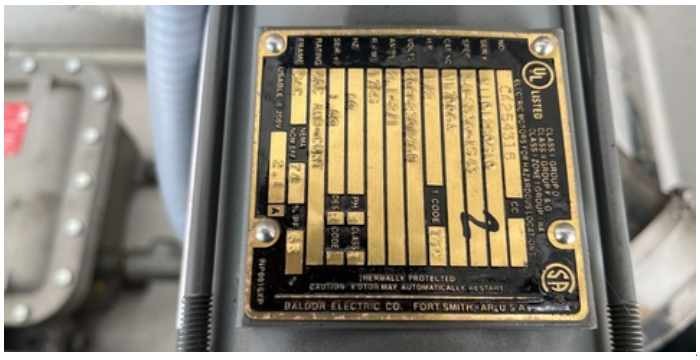
2/13/2023 10:32 AM



0c3594da-4208-452f-a3b7-52ec34f80bdf.jpg VIEW
2/13/2023 10:38 AM

6924654a-a977-44d0-8c5c-36b4d07fb998.jpg VIEW
2/13/2023 10:32 AM

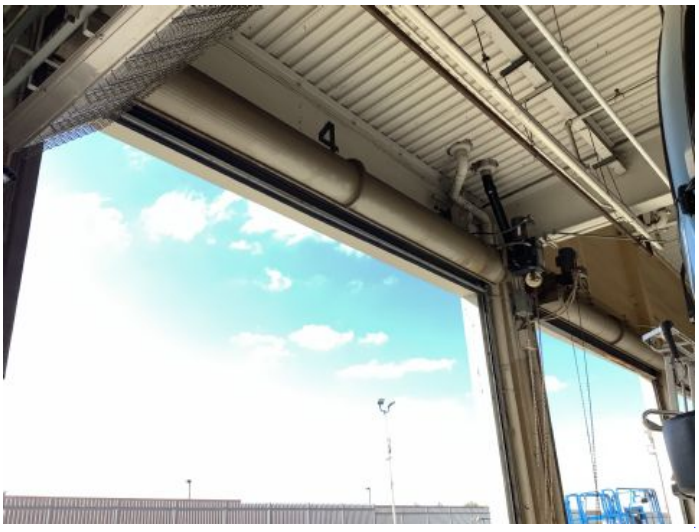


image.jpg VIEW
2/13/2023 10:59 AM

Door#3: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:30 AM

Alling bender VIEW
2/13/2023 10:32 AM

Door # 5: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

Remarks
Needs a barrel rebuild

036542d4-e71c-4dd7-bab3-1980ff145334.jpg VIEW
2/13/2023 10:48 AM

70476076-3fec-4199-a4e6-3b6cd5d5e4ef.jpg VIEW
2/13/2023 10:48 AM

2070e413-976e-4cd4-b476-61d348bead48.jpg VIEW
2/13/2023 11:10 AM

66155c13-f891-418a-84da-75b35df14225.jpg VIEW
2/13/2023 11:10 AM

aa48cc5d-33e7-49a8-9a09-8667e1148816.jpg VIEW
2/13/2023 11:10 AM

609feba4-b66f-47ca-9ad3-12d8ea9e1501.jpg VIEW
2/13/2023 11:10 AM

c8790d21-1bd8-4e31-a53e-64b242cfb37a.jpg VIEW
2/13/2023 11:17 AM

Power switch VIEW
2/13/2023 11:18 AM

57cc90ae-de38-4ee9-8892-24ec0b89d072.jpg VIEW
2/13/2023 10:48 AM

Door #6: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

Remarks
Found shaving metal and pieces of brass fitting inside hood. Might have damaged bearing on barrel.

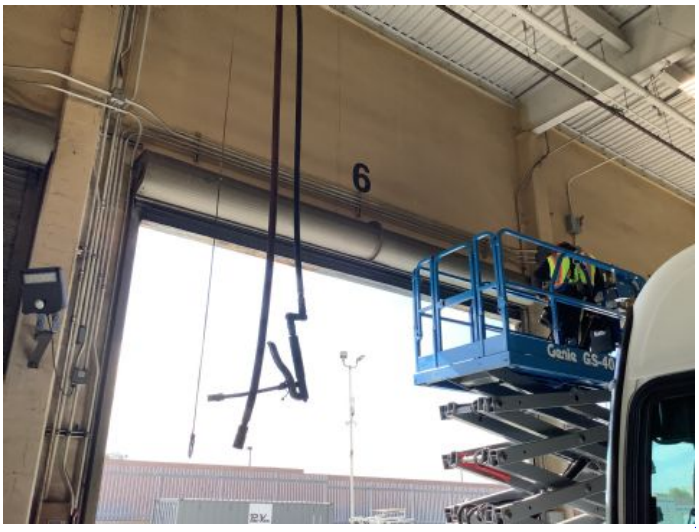
d4ea793a-6b10-4bb9-98a0-6c05c3c2b5ff.jpg VIEW
2/13/2023 11:23 AM

5f559ee5-89b2-4eaa-a571-6df6380f6c12.jpg VIEW
2/13/2023 11:24 AM

0adafe9a-c24c-4d1c-b472-1a79f24827f7.jpg VIEW
2/13/2023 11:35 AM

8f187c7b-b4f2-44fc-bfeb-71483305e96e.jpg VIEW
2/13/2023 11:35 AM

7e82ff1e-58eb-4843-913d-cd5faf6096ee.jpg VIEW
2/13/2023 11:35 AM



16'x14', Cookson, Maintenance shop VIEW
2/13/2023 11:36 AM

CHECK SPRING TENSION AND BALANCE THE DOOR VIEW
2/13/2023 11:36 AM

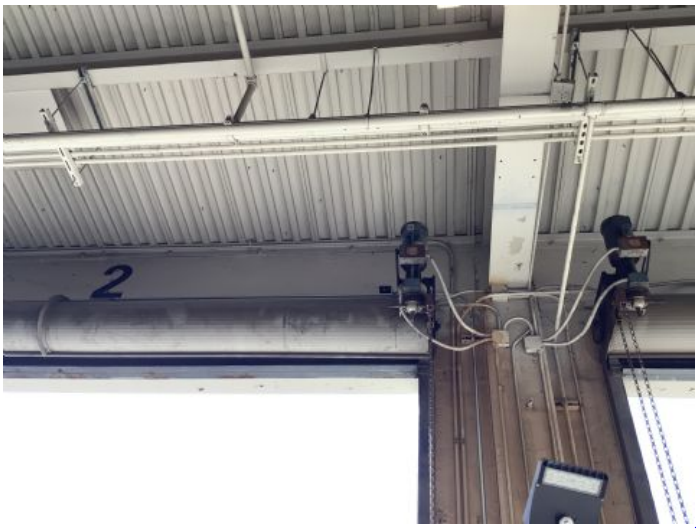
Door #2: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status
	Complete

Remarks
Needs left stop. Stop is broken

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:19 AM



Alling lander 225f02010 Serial No: 28282396 VIEW
2/13/2023 10:24 AM

Door # 1: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status
	Complete

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:14 AM

image.jpg VIEW
2/13/2023 10:16 AM

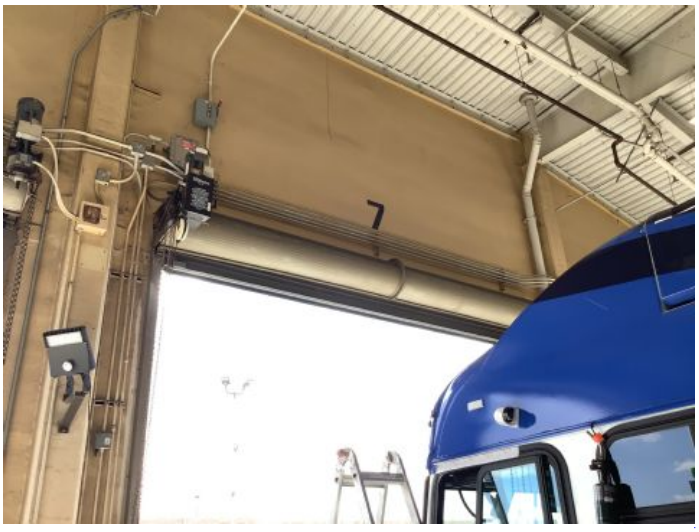
Door#7: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookso Rolling Steel door	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

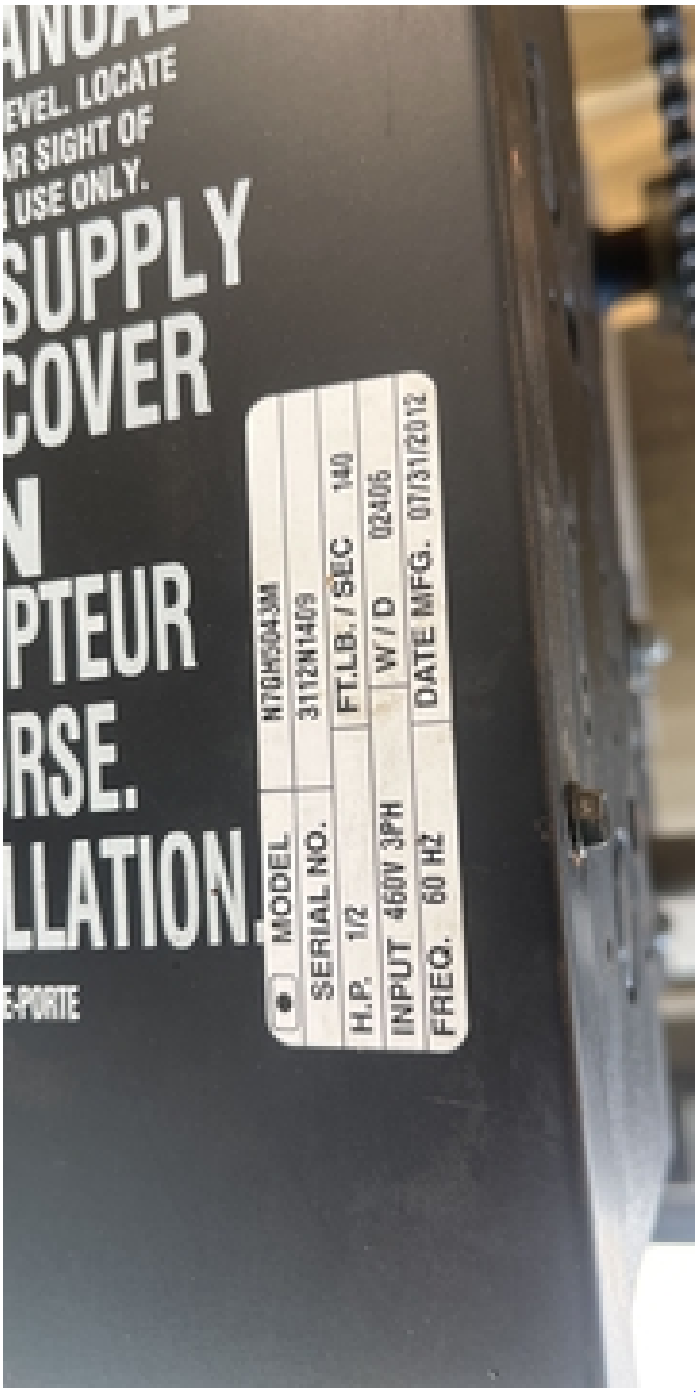
Motor Operator	Needs Repair
Test all reversing devices, edges, photo cells, loops	Needs Repair

Remarks
Found shaving metal inside hood and shaft on tension wheel is bent. The shaft is cutting down the slot of the barring



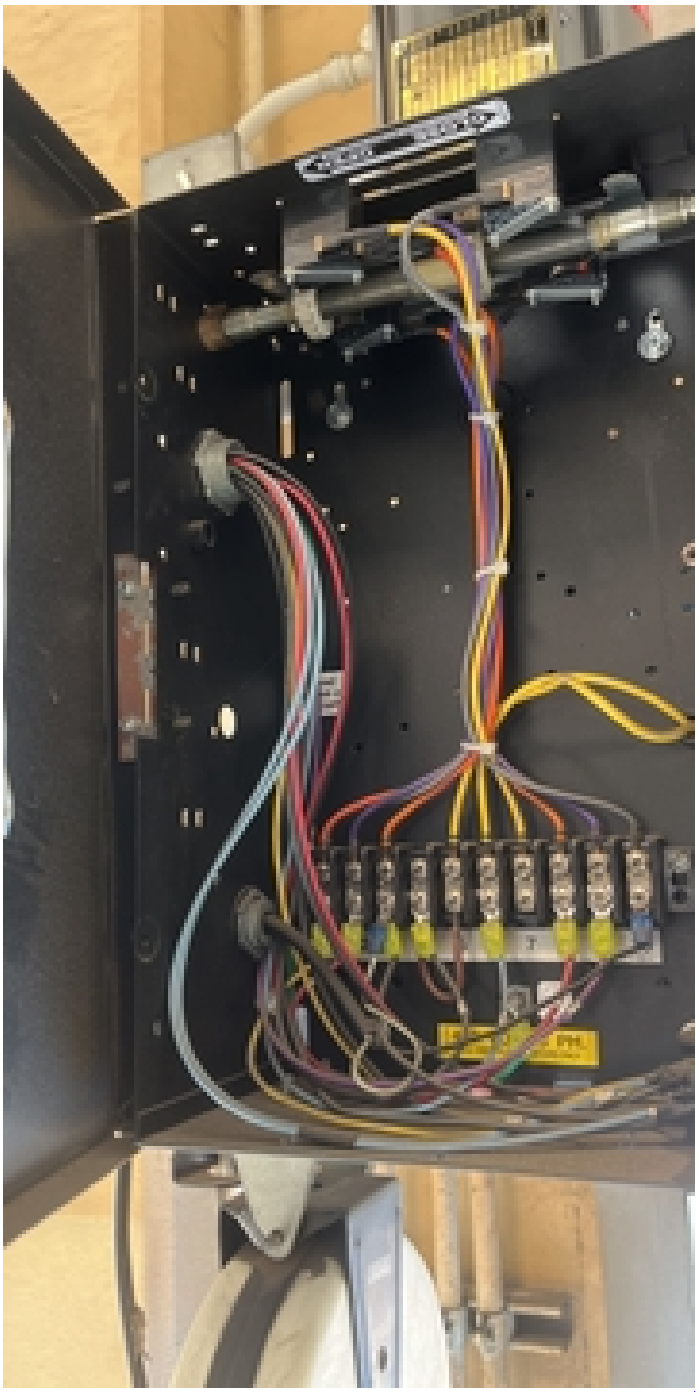
16' x 14', Cookso Rolling Steel door, Main... VIEW
2/13/2023 12:06 PM

384d491b-c766-414c-9291-a88e2bbffebf.jpg VIEW
2/13/2023 11:53 AM



00a825d5-a2d4-4ce4-bfb7-2510040815f4.jpg VIEW
2/13/2023 11:53 AM

3b94820d-465c-414e-b4a1-b3658f49ff29.jpg VIEW
2/13/2023 11:53 AM



810dc006-5eea-43f8-a577-4caf6d79e0e6.jpg VIEW
2/13/2023 11:55 AM

33420a65-cb7b-4359-a3e2-b42cc01ae735.jpg VIEW
2/13/2023 11:55 AM

e0552eaf-538c-4755-8015-5096f6c62f7b.jpg VIEW
2/13/2023 12:03 PM

88865f72-36b5-42a8-870d-e1712154122d.jpg VIEW
2/13/2023 12:04 PM

f2b125b9-1648-421d-8baa-106b705d1748.jpg VIEW
2/13/2023 12:04 PM

Door#8: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Atlas rolling steel door	Maintenance shop	

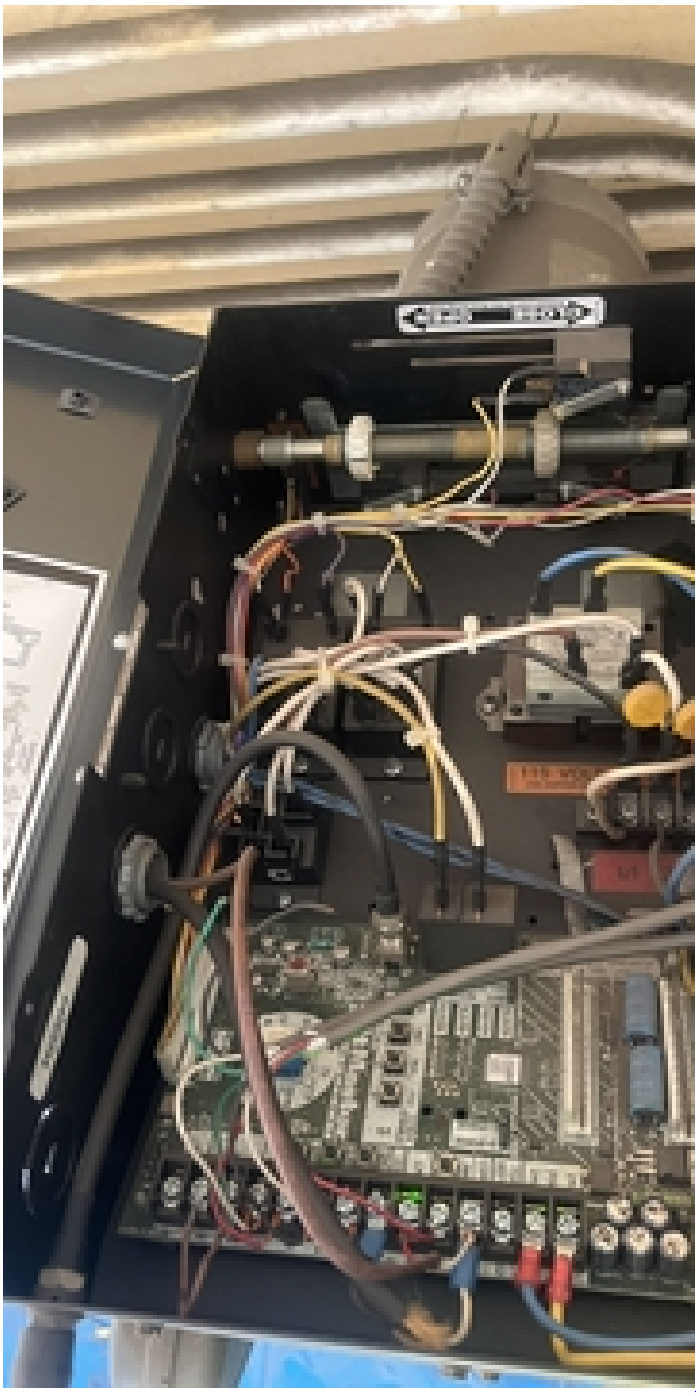
Motor Operator	Atlas rolling steel door
Inspect for loose set screw on all sprockets - tighten	Repaired

Remarks
Sprocket was missing set screw.

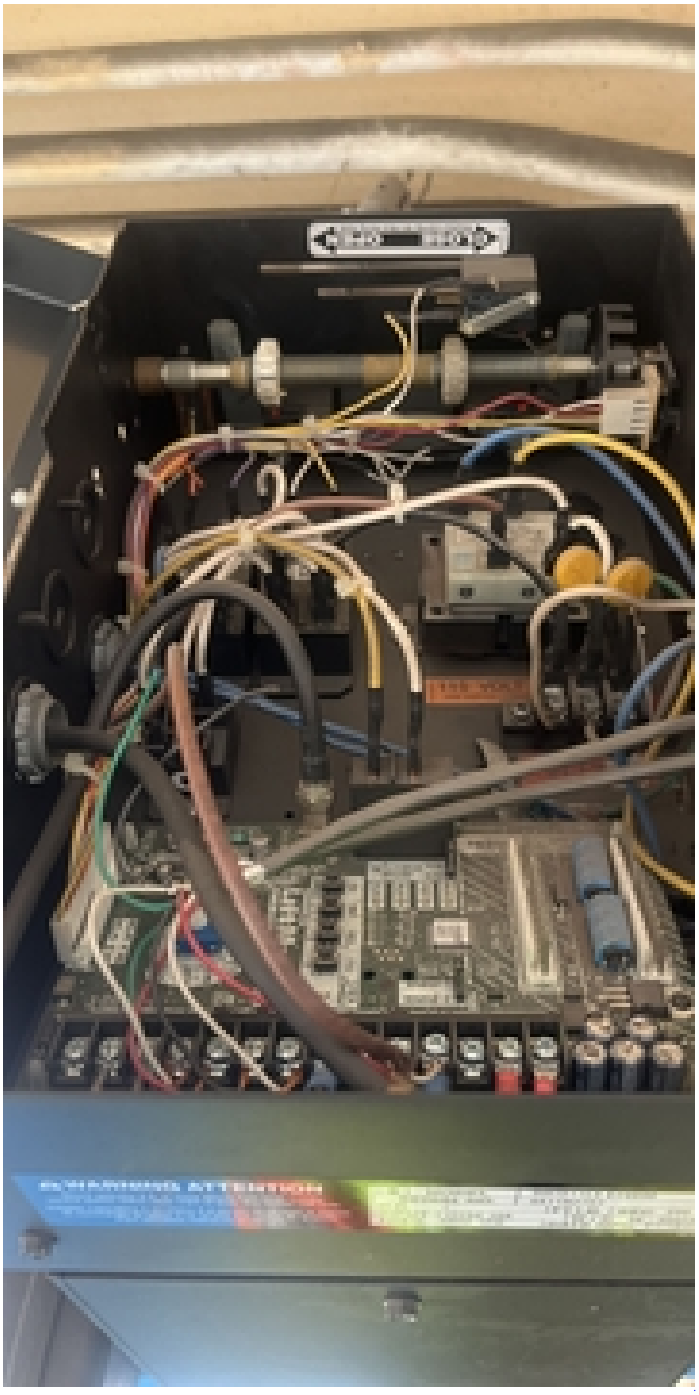
f7d4132b-0ba0-4351-87f4-f9a2c915055a.jpg VIEW
2/13/2023 12:17 PM

8e06fbbf-ad0b-4a6f-b66b-626801f44514.jpg VIEW
2/13/2023 12:17 PM

35e4f996-aaaa-49bc-a640-1e10ec099a9e.jpg VIEW
2/13/2023 12:17 PM



9c0717b1-cd47-4925-8826-1c6632f74b59.jpg VIEW
2/13/2023 12:21 PM



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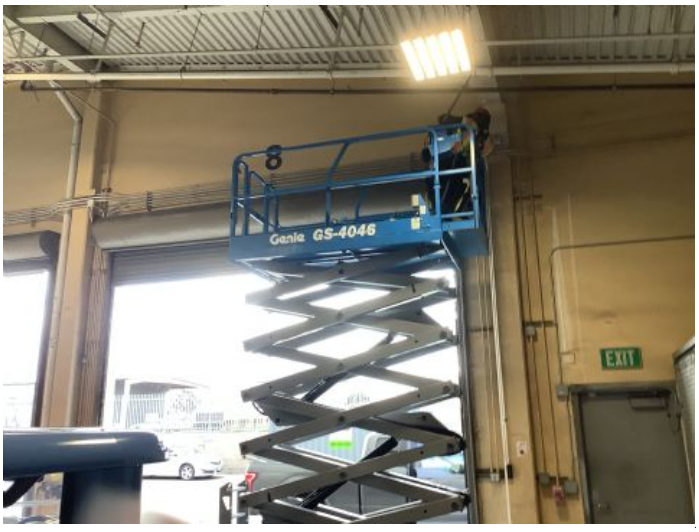


image.jpg VIEW
2/13/2023 12:23 PM

cb7a84bd-c643-4396-8217-a4400f086bc6.jpg VIEW
2/13/2023 12:33 PM

Sectional Door

Checklist
Inspect & lubricate flag bracket bearings
Inspect cable drums for wear, cracks, chips
Inspect cables for wear, fraying, kinks
Inspect all hinges for wear, cracks, breaks. replace if needed
Lubricate shaft, spring & center bracket bearings

Lubricate springs
Inspect all rollers for worn bearings, replace/lube as needed
Inspect all vertical and horizontal tracks
Balance the door for proper operation
Visually inspect the operation of door
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screws on all sprockets - tighten
Inspect operator drive bushings/bearings for wear
Lubricate limit shaft, limit nuts, limit sprocket, ideler sprocket
Inspect brake assemblies, cluth disc, drive belts for wear
Inspect trolly assemlby. lubricate trolly rail
Inspect drive chain, tighten as needed.
Inspect manual release, manual operation. balance the door
Test all control functions, open, close,stop, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key pad code

Door # 9: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

Checklist	Status
Inspect cable drums for wear, cracks, chips	Needs Repair

Remarks
Need.a new cable on the the right side 3/16"

ca594359-3ca6-46a1-a0a3-661e8f67699e.jpg VIEW
2/13/2023 1:55 PM

86ec0da8-4926-4f39-a45e-57dbb90dfeca.jpg VIEW
2/13/2023 1:55 PM

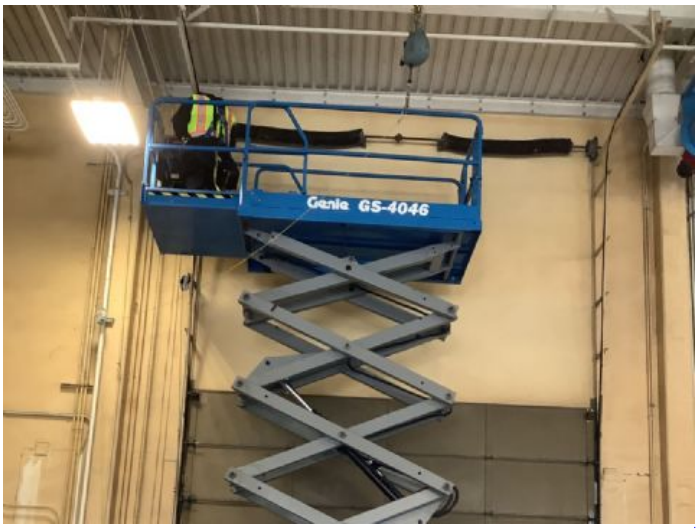
bb7fb1d3-2316-4bb3-a3bc-d0c0df2c3c7b.jpg VIEW
2/13/2023 1:55 PM

ea0f4edd-56f3-4ee2-a74d-f9da23ebeca5.jpg VIEW
2/13/2023 1:55 PM

bc736389-d32b-4407-9ff8-fc9a4e35b17b.jpg VIEW
2/13/2023 2:04 PM

36e09fc5-22c9-4c8a-adff-4ba12a313b41.jpg VIEW
2/13/2023 2:04 PM

5ac570dc-3fc1-4d60-83bd-51958a48fad4.jpg VIEW
2/13/2023 2:12 PM



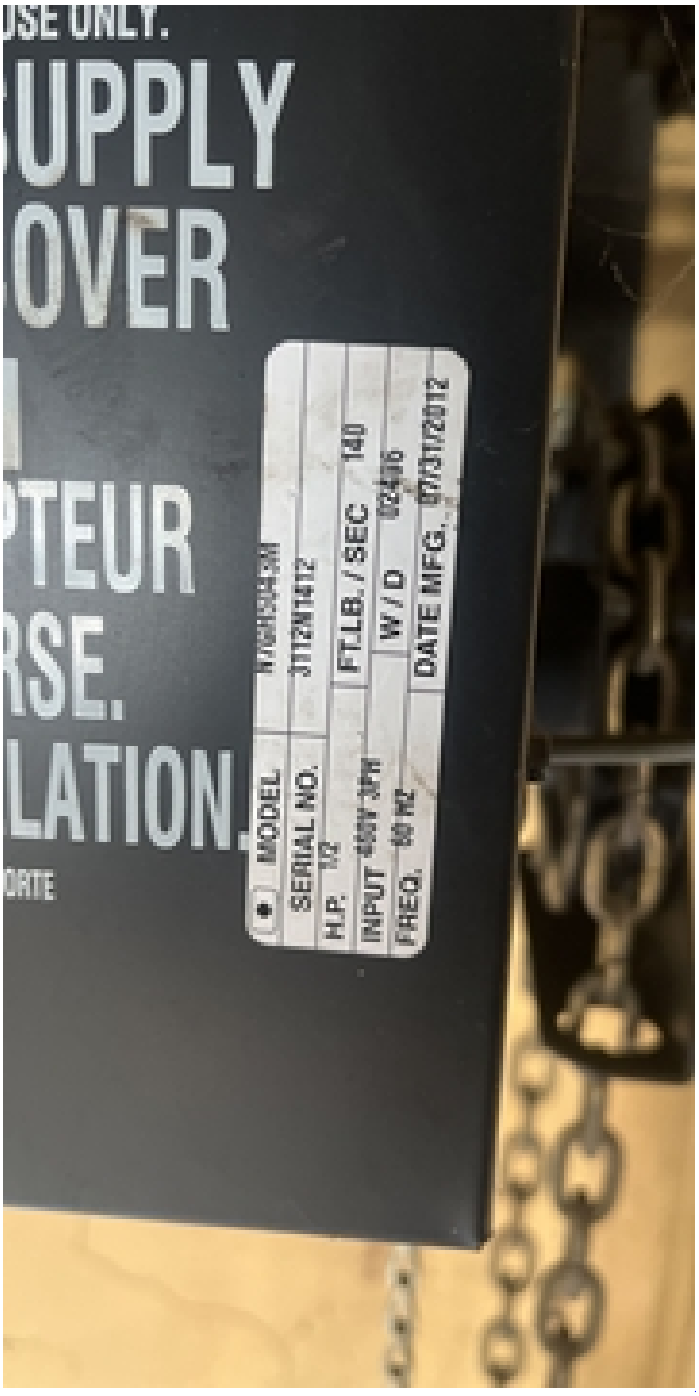
14' 2" x 14', Sectional door, Mainten... VIEW
2/13/2023 2:11 PM

Door# 10: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

	Status
	Complete

42f312c0-1f24-4bf0-a6b6-ab90d5bd4832.jpg VIEW
2/13/2023 2:25 PM



f8d02191-9e61-4380-8cc7-b1731f296f3f.jpg VIEW
2/13/2023 2:25 PM

f647250a-6ad1-4290-ad74-fc70c4061914.jpg VIEW
2/13/2023 2:26 PM

19f8208c-0a6d-494c-b36b-43cfdd2b5ef9.jpg VIEW
2/13/2023 2:26 PM

60fe00f9-90e5-4a07-a014-1bdc65e2bc89.jpg VIEW
2/13/2023 2:42 PM

14' 2" x 14', Sectional door, Mainten... VIEW
2/13/2023 3:12 PM

Door # 9: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

	Status
	Complete

image.jpg VIEW
2/13/2023 2:16 PM

Liftmaster gearhead 460v 3PH, LH VIEW
2/13/2023 2:18 PM

Door # 11: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status
	Complete

Remarks
Coil cord is damage needs to be upgraded to a take up reel.

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:16 PM

06b28bf8-0ea2-4c25-961e-482ff3d7bb06.jpg VIEW
2/13/2023 2:43 PM

dc0f980c-3ede-430b-96e4-78296754453c.jpg VIEW
2/13/2023 2:53 PM

3a1b37fa-2596-4d1f-9877-74459518b279.jpg VIEW
2/13/2023 3:15 PM

Door# 12: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status

dc68af5f-69ed-41c2-8c1c-af7032970626.jpg VIEW
2/13/2023 3:15 PM

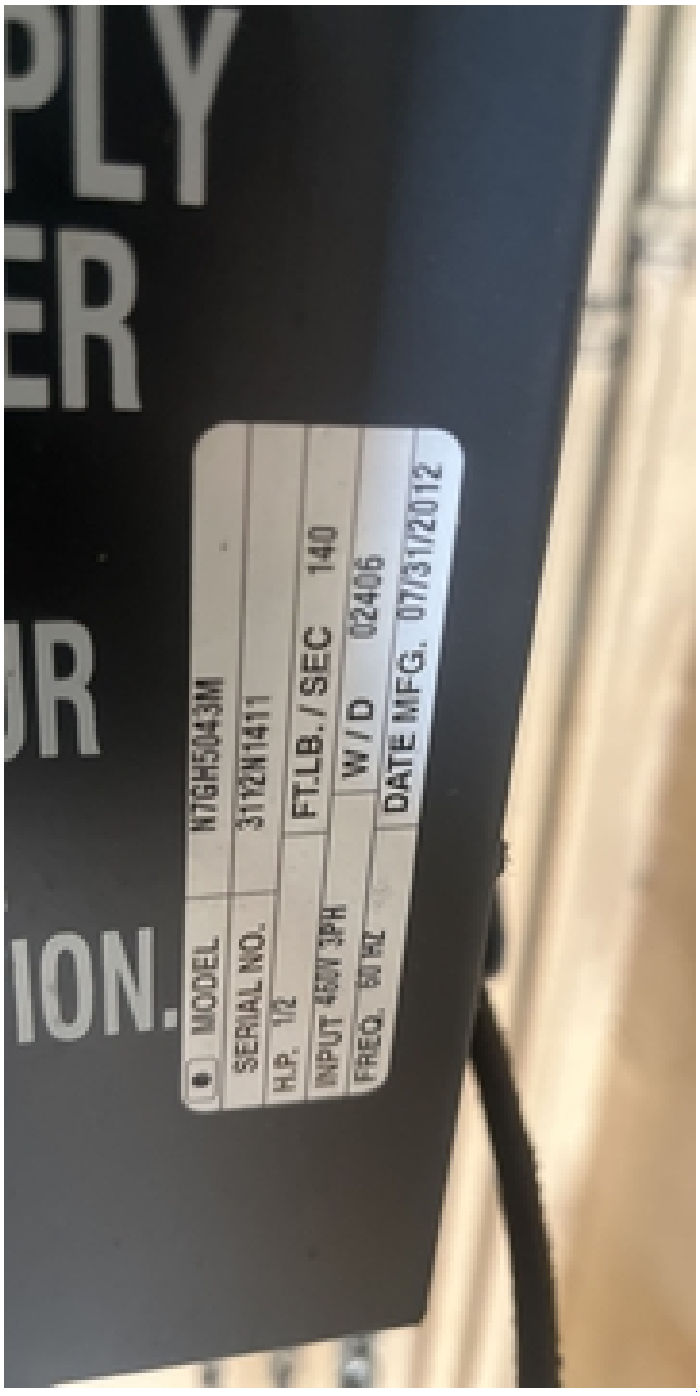
def72eb3-6ebe-4873-b1c2-1baa8486a1fa.jpg VIEW
2/13/2023 3:15 PM

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:26 PM

Door # 13: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
	Sectional door		

531056fb-4831-4a24-864d-4d500c965692.jpg VIEW
2/13/2023 3:32 PM



e3eb02a6-7ffd-4cd5-864e-c929a7a55413.jpg VIEW
2/13/2023 3:32 PM

7e9f68d2-579a-4acc-b080-5eb85cd8fd4d.jpg VIEW
2/13/2023 3:32 PM

5e3ae776-e905-424f-9a37-3e8a59397722.jpg VIEW
2/13/2023 3:33 PM

ff78468a-c280-4ec0-9f54-d3b6f7752d96.jpg VIEW
2/13/2023 3:36 PM

Door # 13: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:31 PM

image.jpg VIEW
2/13/2023 3:36 PM

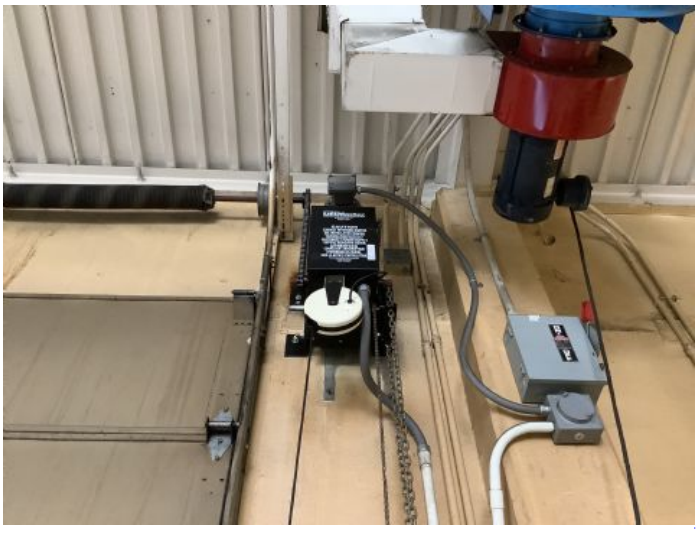


image.jpg VIEW
2/13/2023 3:37 PM

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R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

Work Order

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/16/2023	C817788 JE			2023-0000560

Equipment Type	Description
Aluminum Grille	10’8”x8’9” , Lawrence grille , Entrance grille
Aluminum Grille	10’8”x8’9”, Lawrence Grille , Underground exit
Aluminum Grille	31’10”x14’, Lawrence , Taylor stree entrance grille
Sectional Door	
Automatic Gate	20’10”x8’5” wrought iron gate, 222 X3 ST, Gate 2 on Green wood exit (Serial #36B532-1249-646)
Automatic Gate	20’10”x8’5” wrought iron gate , Exit on GreenWood
Automatic Gate	SL300UL1HP3, From Taylor gate

Description

Pm Service.
WORK PERFORMED: Techs arrived at job site checked in with contact and began inspection

Gate 1 on Taylor street inspected and found worn rollers gate requires mesh on post to cover opening. Needs new drive-belt cracking. 9v battery.

Gate 2 on GreenWood entrance side safety edge needs 9v battery for transmitter, flat bar for post covering 20, positive stops.

Gate 3 exit on Greendwood needs 9v battery, positive stops and 20 flat bar on post.

Entrance underground grille checked door operation lubricated and performed Pm service checked all activations and safetys.

Exit underground grille checked all activations and safetys, lubricated and performed Pm service.

Taylor street Grille unable to check operation due to operation not functioning at time of visit.
RECOMMENDATIONS: Recommend replacement of

Gate 1
(1) drive belt
(2) heavy duty v-grove wheels
(1) 6x10 flat bar for post covering
(1) 9v batteries

Gate 2
(2) 6x10 flat bar for post covering
(1) 9v batteries

Gate 3
(2) 6x10 flat bar for post covering
(1) 9v battery

Arrive	Depart	Shop Time	Travel Time	Lunch Taken	Total Time	Current Status
11:00 AM	1:00 PM	0.00	1.00 Hrs	No	3.00 Hrs	Complete

Foreman	Helper	Total Labor	Total Material	Additional Work
Jose Villasana	Jesus Barquin			

Material Warranty	Labor Warranty	Payment Terms	Total Amount
		COD	$1,686.00

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

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2/16/2023 11:51 AM

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2/16/2023 11:51 AM

40948e58-6f46-4169-bd6f-9ab1b15bcf75.jpg VIEW
2/16/2023 11:50 AM

276f435f-8390-4598-8042-de83a74d30af.jpg VIEW
2/16/2023 11:50 AM

a0aa6ceb-29f4-4da8-96ad-4f0d1dbfce39.jpg VIEW
2/16/2023 11:49 AM

R & S OVERHEAD DOORS OF COMMERCE
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PM Summary

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Date	Job No	Job Type	Account No	PO / Contract No
2/16/2023	C817788 JE			2023-0000560

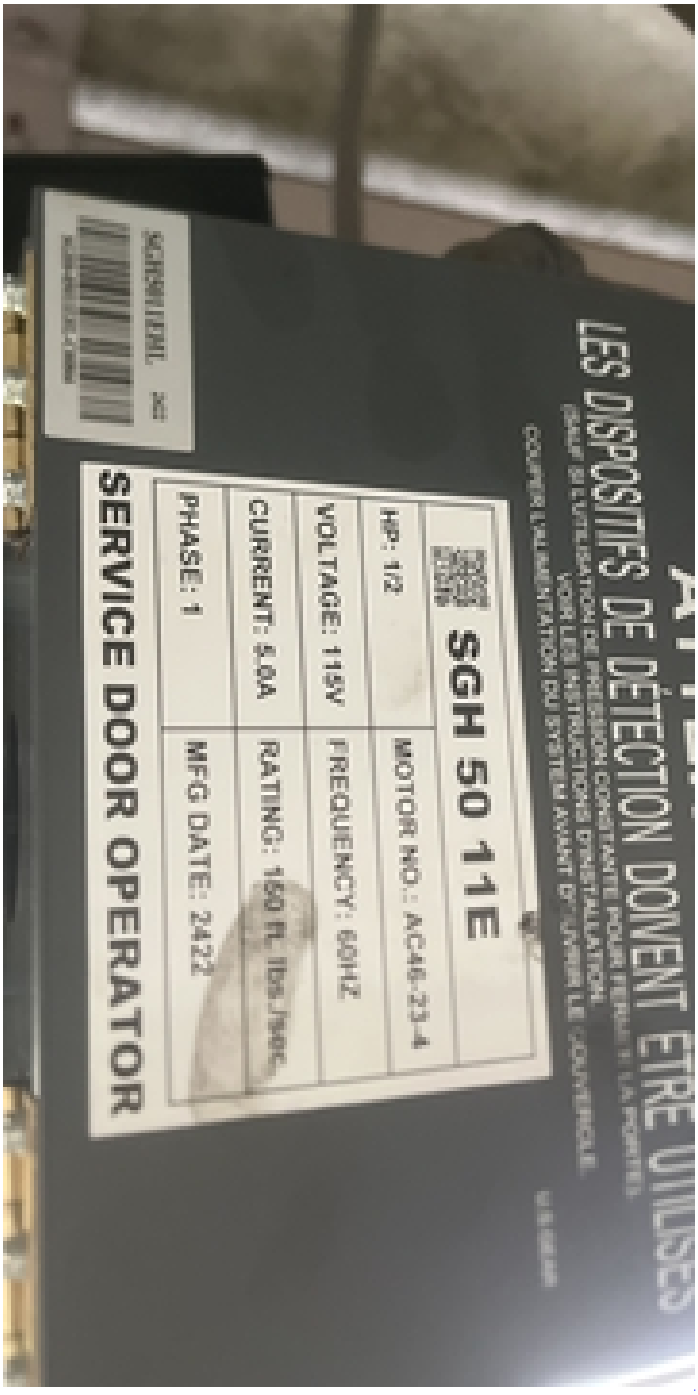
Aluminum Grille

Checklist
Inspect ends of rod for damage, missing cotter pins
Inspect rods links for oblong holes, wear & damage
Inspect aluminum guides for wear & missing felt
Inspect rod sleeves for holes, damaged & shorten
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screw on all sprockets - tighten
Check power shaft bracket bushing for wear
Lubricate limit shaft, limit nuts, limit sprocket
Inspect electric brake assemblies, roll pins, brake disc
Inspect sash chain, hand chain, chain lock & manual operation
Test all control functions, open, close, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key code

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
10’8”x8’9”	Lawrence grille	Entrance grille	

	Status



801630f7-55c7-4557-8cc7-881eb2252b60.jpg VIEW
2/16/2023 2:01 PM

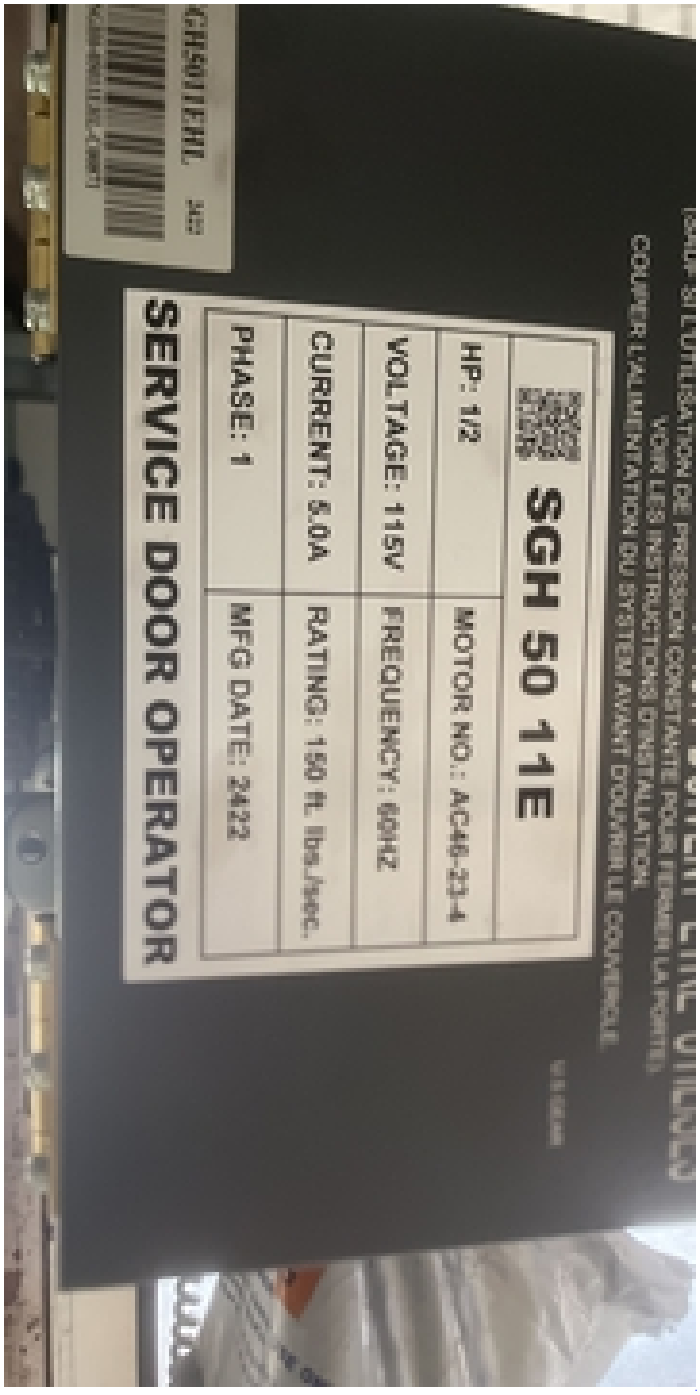
054afa83-bd74-478f-af2b-ff08242c0818.jpg VIEW
2/16/2023 2:42 PM

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
10’8”x8’9”	Lawrence Grille	Underground exit	

	Status

	Complete



74f3f4cb-1ecd-4d03-b4d8-1581659270f0.jpg VIEW
2/16/2023 2:01 PM

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
31’10”x14’	Lawrence	Taylor stree entrance grille	

	Status
	Complete

f03a80cb-b97d-4ac1-a9ca-a37cee5456dc.jpg VIEW
2/16/2023 1:09 PM

Sectional Door

Checklist
Inspect & lubricate flag bracket bearings
Inspect cable drums for wear, cracks, chips
Inspect cables for wear, fraying, kinks
Inspect all hinges for wear, cracks, breaks. replace if needed
Lubricate shaft, spring & center bracket bearings
Lubricate springs
Inspect all rollers for worn bearings, replace/lube as needed
Inspect all vertical and horizontal tracks
Balance the door for proper operation
Visually inspect the operation of door
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screws on all sprockets - tighten
Inspect operator drive bushings/bearings for wear
Lubricate limit shaft, limit nuts, limit sprocket, ideler sprocket
Inspect brake assemblies, cluth disc, drive belts for wear
Inspect trolly assemlby. lubricate trolly rail

Inspect drive chain, tighten as needed.
Inspect manual release, manual operation. balance the door
Test all control functions, open, close,stop, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key pad code

Sectional Door

Size	Make / Model	Number / Location	Serial / ID No

Automatic Gate

Checklist
Adjust surface mount hydralic door closer
Lubricate and adjust locking hardware
Check and lubricate hinges or flange bearings
Adjust and lubricate all chains
Check operator mounting bolts and pads
Check set screws and adjust sprockets
Check shafts and bearings
Check and lubricate limit assemblies
Check gear box for leaks
Adjust brake and clutch
Inspect drive belt
Check and lubricate manual disconnect
Check and lubricate roller wheels or bearings
Check and lubricate hardware arms and brackets
Test all request open functions
Test all ground loops
Inspect all loops for surface cracks
Test closing timer
Test reversing edges and photo cells

Test on board current sensor
Test battery back up system
Check for gate warning signs
Check for cycle counter
Record remote or key pad code

Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
	SL300UL1HP3	From Taylor gate	

Checklist	Status
Check shafts and bearings	Worn
Test all ground loops	Worn

9ee5acb8-2edc-45f1-9b5e-7f8d120876b1.jpg VIEW
2/16/2023 11:55 AM

7f1a7c24-bc69-4925-956f-a543bd2083be.jpg VIEW
2/16/2023 11:55 AM

7b6c76d7-5bf9-41e8-a5eb-b2fd2b8cd067.jpg VIEW

2/16/2023 11:56 AM

5a2661f0-d93c-4e7f-a11f-9363c6a6ffae.jpg VIEW
2/16/2023 11:56 AM

6c39820e-e39b-4be2-95df-6c8ad7de2fab.jpg VIEW
2/16/2023 11:57 AM

2d892d54-e9d4-4145-83b5-e6d7ba2b9b2f.jpg VIEW
2/16/2023 11:58 AM

62ebd863-df4e-4a25-9e00-316e837dc8b9.jpg VIEW
2/16/2023 11:58 AM

7cce8aec-84d7-4363-9461-96c416e37221.jpg VIEW
2/16/2023 12:00 PM

ce463e41-7a60-4813-a7a1-e728dee5af4c.jpg VIEW
2/16/2023 12:00 PM

Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
20’10”x8’5” wrought iron gate	222 X3 ST	Gate 2 on Green wood exit	36B532-1249-646

Checklist	Status
Test reversing edges and photo cells	Needs Repair

10895448-028e-4965-9aa0-0492fc23942c.jpg VIEW
2/16/2023 12:13 PM

8a4773e1-570a-4134-af5b-26163950d5e5.jpg VIEW
2/16/2023 12:21 PM

5095983f-2d6b-4c8a-99f5-0a95fd4bf072.jpg VIEW
2/16/2023 12:21 PM

0a065c0b-387b-4fcf-8775-aabe6b61a358.jpg VIEW
2/16/2023 12:21 PM

Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
20’10”x8’5” wrought iron gate		Exit on GreenWood	

Checklist	Status
Test reversing edges and photo cells	Needs Repair

Terms & Conditions
NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK. "NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4080
WITH R&S OVERHEAD DOORS OF COMMERCE, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **March 22, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and R&S OVERHEAD DOORS OF COMMERCE, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide preventative maintenance and door repair services at the CITY's Transportation Facility; and

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

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits.
b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated February 23, 2023, attached hereto as **Exhibit "A"**.
c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Scope of Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Seventy-Four Thousand, One Hundred and Fifty-One Dollars ($74,151)** plus a fifteen percent (15%) contingency sum, for a grand total not-to-exceed sum **Eighty-Five Thousand, Two Hundred and Seventy-Three Dollars ($85,273)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **March 22, 2023**, and shall be in effect for three (3) years or terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **March 21, 2026** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving five (5) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the

policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to

enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor:
R&S Overhead Doors Of Commerce, Inc.
Attn: Jessica Sanchez, Operation Manager
5560 Flotilla Ave
Commerce, CA 90040
(323) 727-1220
jessica@rsdoorscommerce.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")

CITY OF MONTEBELLO

_____
René Bobadilla, City Manager

Date: _____

("CONTRACTOR")

R&S OVERHEAD DOORS OF COMMERCE, INC.

_____
Jessica Sanchez, Operation Manager

Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Contractor's Scope of Services and Associated Cost
- Exhibit B – Terms for Compliance with California Labor Law Requirements
- Exhibit C – Affidavit Of Non-Collusion

Exhibit “A”

CONTRACTOR’S SCOPE OF SERVICES

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

OFFER
376195

Customer Info		Job Info

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

Attn: **Cesar Lopez**

Maintenance On All Equipment
1600 W. Beverly Blvd
Montebello, CA 90640

Date	Offer No	Submitted By	Reference
2/23/2023	376195	Jessica Sanchez (Operations)	Repairs Needed

Description	Amounts
R&S Overhead doors of Commerce Inc proposes the following : Door #'s 2, 3, 4, 5, 6 and 7 * Disconnect curtain from barrel (can be left in opening or removed) * Remove existing barrel from opening and transport to our shop * Remove damaged spring(s) and any additional needed components * Replace spring(s) and needed components *Return barrel to job site and reinstall. * Reattach curtain to barrel, adjust, Lube and check door for proper operation * Includes Labor and lift equipment	$27,000.00
R&S Overhead doors of Commerce Inc proposes the following, to furnish and install: Door 9 * Removal of the damaged/frayed cable * (30') New steel cables for existing sectional door * Adjust, lube and check door for proper operation Note: Customer to provide scissor lift. If not available $500 will need to be added to cost.	$860.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 1 * Removal of the damaged drive belt, v-groove wheels and batteries *One new drive belt will be secured onto the existing operator * Two new v-groove wheels will be installed onto the bottom of the gate and track * 6"X10" Flat bar/mesh to cover post * 9V Battery will be replaced on the existing transmitter	$2,163.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 2 * Two new 6"X10" post will be secured onto the existing gap to cover positive stop *9V Battery will be replaced on the existing transmitter	$1,226.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Gate 3 * Two new 6"X10" post will be secured onto the existing gap to cover positive stop *9V Battery will be replaced on the existing transmitter	$1,226.00
R&S Overhead doors of Commerce Inc. proposes the following, to furnish and install: Door 11 * Removal of the damaged coil cord	$681.00

* One new take-up reel will be secured in place * Take-up reel will be connected to the existing operator and door * Testing of the door for proper operation	
R&S Overhead doors of Commerce Inc. proposes the following * Provide Quarterly PM service on (17) Over head doors , (6) Motorized sliding gates, (3) Aluminum roll up grille doors * Lube all friction points on door(s) & Gates, inspect and minor adjustments as needed * Lube all friction points on motor operator, inspect and minor adjustments as needed * Check all safeties and activation devices * Price is per visit $ 1,686 * Contract for (1) year period starting from initial service * Any major repair or needed parts will be quoted Note: Customer to supply scissor lift. Quoted for 4 visits a year for 2 years. Each visit is $1,686.00.	$13,488.00
CHANGE ORDER R&S Overhead doors of Commerce Inc proposes the following : * Disconnect curtain from barrel (can be left in opening or removed) * Remove existing barrel from opening and transport to our shop * Remove damaged spring(s) and any additional needed components * Replace spring(s) and needed components Note: New springs will be 100k cycles, (High cycle set up) *Return barrel to job site and reinstall. * Reattach curtain to barrel, adjust, Lube and check door for proper operation *Large forklift rental	$20,762.13

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
2/23/2023	50% Deposit, 50% Completion	30 Days	3/25/2023	$67,406.13

Submitted By	Phone No	Email
Jessica Sanchez (Operations), Operations Manager	(323) 321-3297	jessica@rsdoorscommerce.com

Terms & Conditions

Excluded:
* Hidden damage: Damage that was Not able to be seen during estimate inspection
* Offer does not include permits or fees. All permits and fees by others
* Work to be performed during normal business hours 8:00 am to 4:30 pm, Monday through Friday. Overtime and weekend work at an additional charge.

90 Day warranty on parts and labor (for repairs on the gates and cable job)
NOTE: Warranty work to be performed during normal business hours 8:00 am to 4:30 pm. Monday through Friday, excluding weekends and holidays.

1 year warranty parts (Springs Only) and 90 days labor
NOTE: Warranty work to be performed during normal business hours 8:00 am to 4:30 pm. Monday through Friday, excluding weekends and holidays. Semiannual maintenance to be performed by our company at an additional cost to honor the warranty.

* Offer does not include original service call from 2/13/23 and 2/16/23.

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full

claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 958261) CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.
2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R& S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.
3) If permits are required, customer shall obtain them at Customer's own expense.
4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.
5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, ("Collateral"), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.
6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S's control.
7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.
8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.
9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and
one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&Sâ€™s obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S's defective work, and does not include any other damages of any kind whatsoever.
10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for Insufficient funds, Customer can be held liable for three times the amount of the check, in no case more than $1,500, nor less than $100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.
11) Customer agrees that if customer has a dispute or a problem with R&S's work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customerâ€™s failure to give written notice relieves R&S of all responsibility and liability to customer.
12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.
13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.
14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.
15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.
16) A failure by Customer to make payment when due is a material breach of this agreement.

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

Work Order

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/13/2023	C817788 JE			2023-0000560

Equipment Type	Description
Door # 1: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door #2: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door#3: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door # 4: Rolling Steel Door	16' x 14', Cookson, Maintenance shop
Door # 5: Rolling Steel Door	16'x14', Cookson, Maintenance shop
Door #6: Rolling Steel Door	16'x14', Cookson, Maintenance shop
Door#7: Rolling Steel Door	16' x 14', Cookso Rolling Steel door, Maintenance shop
Door#8: Rolling Steel Door	16'x14', Atlas rolling steel door, Maintenance shop
Door # 9: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door # 9: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door# 10: Sectional Door	14' 2" x 14', Sectional door, Maintenance shop
Door # 11: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door# 12: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door # 13: Sectional Door	14' 2" x 12', Sectional door, Maintenance shop
Door # 13: Sectional Door	Sectional door

Description
(8) Cookson rolling steel doors WORK PERFORMED: R&S crew performed a preventive maintenance on all rolling steel doors and found that 6 doors need barrel rebuild. Techs found shaving and pieces of metal inside the hoods. Crew tagged out and turned power off on door 4,5,6,7.Also door 2 needs left stop and door 7 needs right stop RECOMMENDATIONS: Needs an estimate to rebuild barrel on door 2,3,4,5,6,7. Also door 2 needs left stop and door 7 needs the right stop
(5) sectional doors WORK PERFORMED: R&S crew performed a preventive maintenance on all sectional doors, lubed all friction points and tested for proper operation. Techs found a damage cable on door 9.

RECOMMENDATIONS: Needs a new cable on door 9.(3/16" 30')

Material & Items Used	Quantity	Unit Price	Totals
Lube	3		
PM Service Discount			

Arrive	Depart	Shop Time	Travel Time	Lunch Taken	Total Time	Current Status
8:45 AM	4:00 PM	0.00	1.00 Hrs	Yes	7.75 Hrs	Incomplete

Foreman	Helper	Total Labor	Total Material	Additional Work
Jesse Monterroso	Robert Sanchez			Needs Estimate

Material Warranty	Labor Warranty	Payment Terms	Total Amount
		COD	$1,686.00

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

Terms & Conditions

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IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

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2/13/2023 3:43 PM

image.jpg VIEW
2/13/2023 3:42 PM

image.jpg VIEW
2/13/2023 3:42 PM

78b3f9d2-2573-4216-86a7-be873c470f0c.jpg VIEW
2/13/2023 10:22 AM

aca92811-d96b-4994-ab19-f23c3e4b6d3b.jpg VIEW
2/13/2023 10:08 AM

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2/13/2023 10:08 AM

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2/13/2023 10:08 AM

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2/13/2023 10:08 AM

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2/13/2023 10:01 AM

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2/13/2023 9:46 AM

11ce87dc-fc6d-4cec-aa0e-0e18ef3e042a.jpg VIEW
2/13/2023 9:46 AM

49e2983e-49ff-4410-9f71-8389c96dadc0.jpg VIEW
2/13/2023 9:46 AM

459cf48c-bc71-4341-b686-df8e81a5a66f.jpg VIEW
2/13/2023 9:46 AM

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2/13/2023 8:58 AM

bd3d3775-d1c9-4c1d-9ba6-ea8bfbba7e76.jpg VIEW
2/13/2023 8:44 AM

R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

PM Summary

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/13/2023	C817788 JE			2023-0000560

Rolling Steel Door

Checklist
Lubricate bracket bearing & brass bushings
Check spring tension and balance the door
Remove guides to inspect & straighten all endlocks
Inspect slats for wear, cracks & splits
lubricate guides
Motor Operator
lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screw on all sprockets - tighten
Check power shaft bracket bushing for wear
Lubricate limit shaft, limit nuts, limit sprocket
Inspect electric brake assemblies, roll pins, brake disc
Inspect sash chain, hand chain, chain lock & manual operation
Test all control functions, open, close, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key code

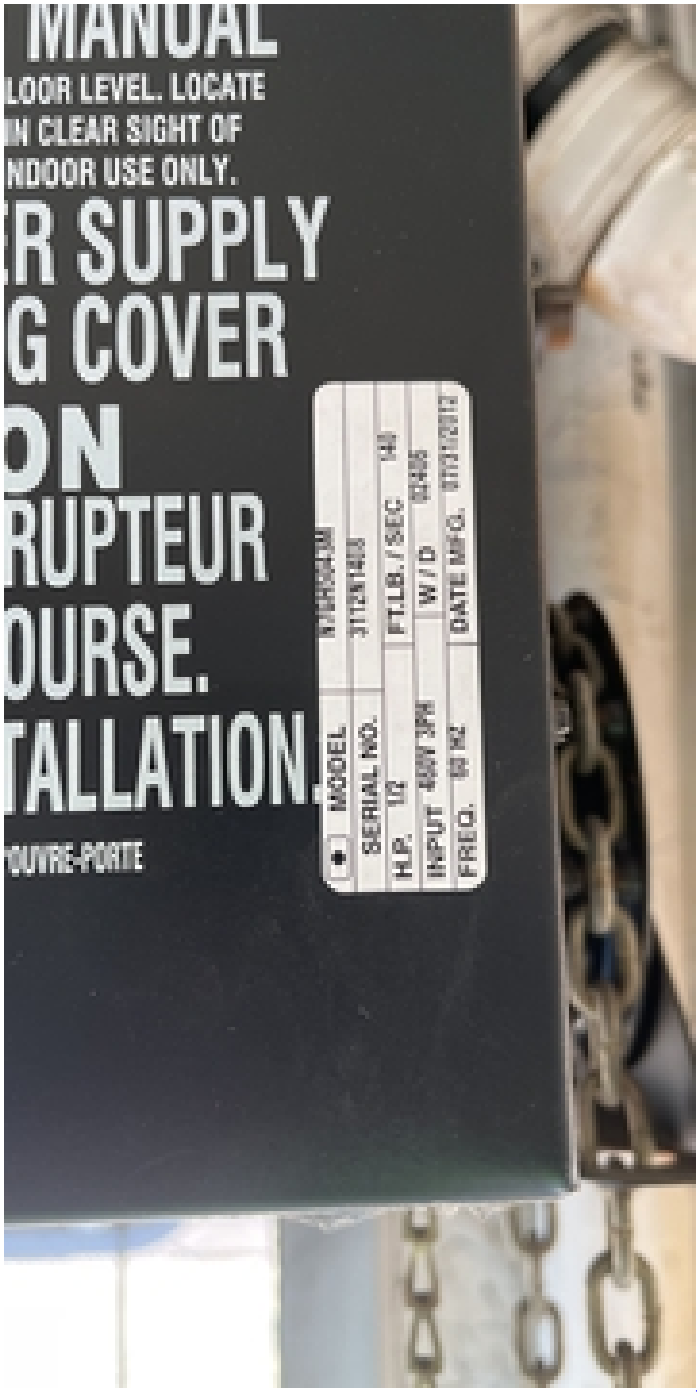
Door # 4: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair

Remarks
Tension wheel has a lot of movement when door is traveling. Didn't find shavings on door but might be a good time to fix barrel before it starts cutting down barrel

77977844-42af-4098-b9f5-fb98050f225e.jpg VIEW
2/13/2023 10:31 AM



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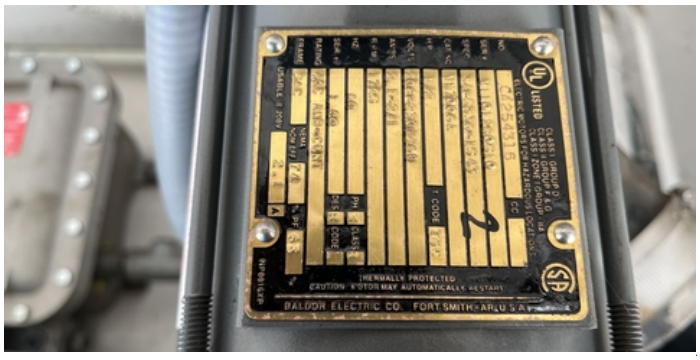
2/13/2023 10:31 AM

adc70ffe-b120-475d-8b91-45c5435f417e.jpg VIEW
2/13/2023 10:31 AM

52f9ed96-e09e-4817-a31c-3f28e57fe6dc.jpg VIEW
2/13/2023 10:32 AM



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2/13/2023 10:38 AM

6924654a-a977-44d0-8c5c-36b4d07fb998.jpg VIEW
2/13/2023 10:32 AM

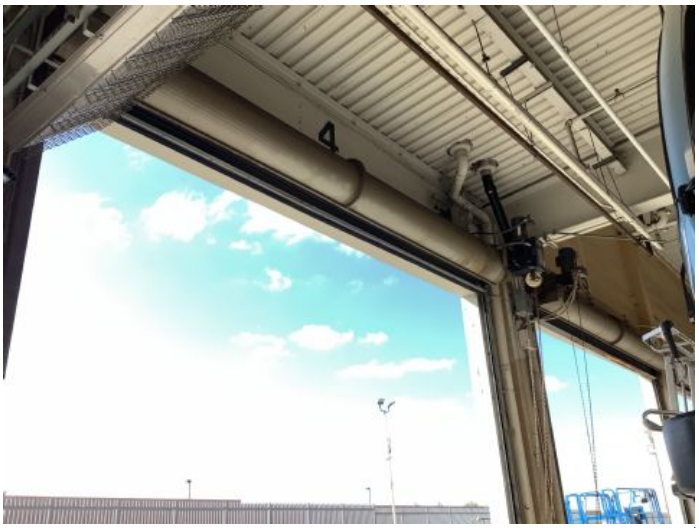


image.jpg VIEW
2/13/2023 10:59 AM

Door#3: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:30 AM

Alling bender VIEW
2/13/2023 10:32 AM

Door # 5: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

Remarks
Needs a barrel rebuild

036542d4-e71c-4dd7-bab3-1980ff145334.jpg VIEW
2/13/2023 10:48 AM

70476076-3fec-4199-a4e6-3b6cd5d5e4ef.jpg VIEW
2/13/2023 10:48 AM

2070e413-976e-4cd4-b476-61d348bead48.jpg VIEW
2/13/2023 11:10 AM

66155c13-f891-418a-84da-75b35df14225.jpg VIEW
2/13/2023 11:10 AM

aa48cc5d-33e7-49a8-9a09-8667e1148816.jpg VIEW
2/13/2023 11:10 AM

609feba4-b66f-47ca-9ad3-12d8ea9e1501.jpg VIEW
2/13/2023 11:10 AM

c8790d21-1bd8-4e31-a53e-64b242cfb37a.jpg VIEW
2/13/2023 11:17 AM

Power switch VIEW
2/13/2023 11:18 AM

57cc90ae-de38-4ee9-8892-24ec0b89d072.jpg VIEW
2/13/2023 10:48 AM

Door #6: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Cookson	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

Remarks
Found shaving metal and pieces of brass fitting inside hood. Might have damaged bearing on barrel.

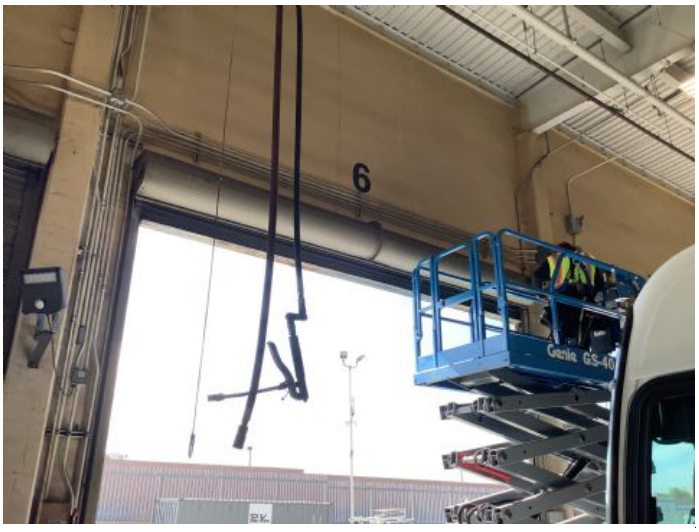
d4ea793a-6b10-4bb9-98a0-6c05c3c2b5ff.jpg VIEW
2/13/2023 11:23 AM

5f559ee5-89b2-4eaa-a571-6df6380f6c12.jpg VIEW
2/13/2023 11:24 AM

0adafe9a-c24c-4d1c-b472-1a79f24827f7.jpg VIEW
2/13/2023 11:35 AM

8f187c7b-b4f2-44fc-bfeb-71483305e96e.jpg VIEW
2/13/2023 11:35 AM

7e82ff1e-58eb-4843-913d-cd5faf6096ee.jpg VIEW
2/13/2023 11:35 AM



16'x14', Cookson, Maintenance shop VIEW
2/13/2023 11:36 AM

CHECK SPRING TENSION AND BALANCE THE DOOR VIEW
2/13/2023 11:36 AM

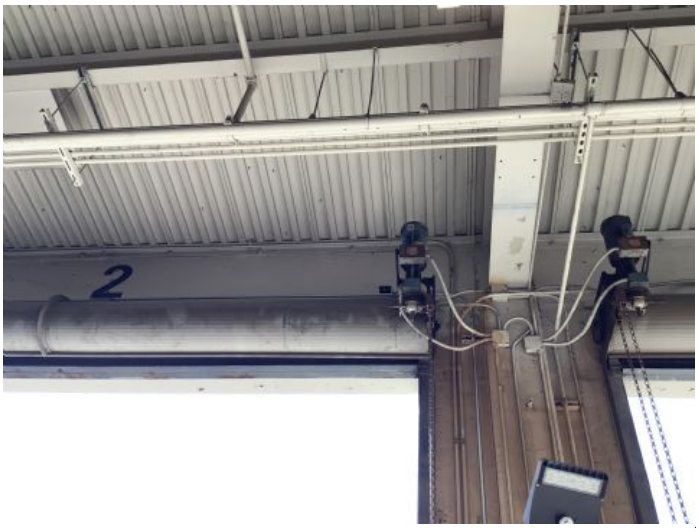
Door #2: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status
	Complete

Remarks
Needs left stop. Stop is broken

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:19 AM



Alling lander 225f02010 Serial No: 28282396 VIEW
2/13/2023 10:24 AM

Door # 1: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookson	Maintenance shop	

	Status
	Complete

16' x 14', Cookson, Maintenance shop VIEW
2/13/2023 10:14 AM

image.jpg VIEW
2/13/2023 10:16 AM

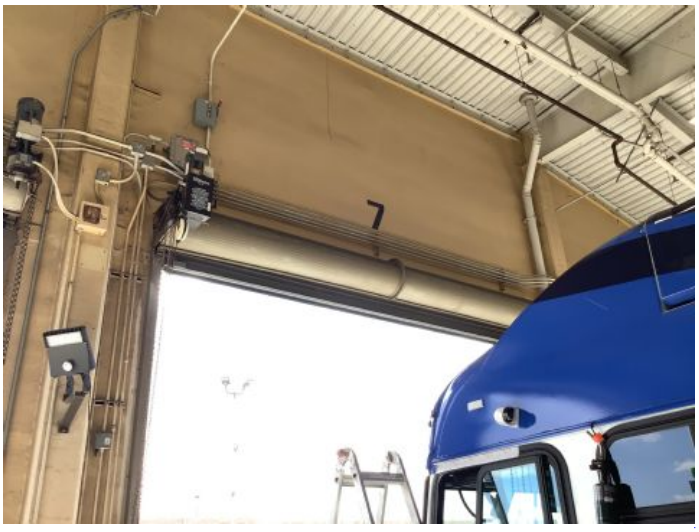
Door#7: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16' x 14'	Cookso Rolling Steel door	Maintenance shop	

Checklist	Status
Lubricate bracket bearing & brass bushings	Needs Repair
Check spring tension and balance the door	Needs Repair

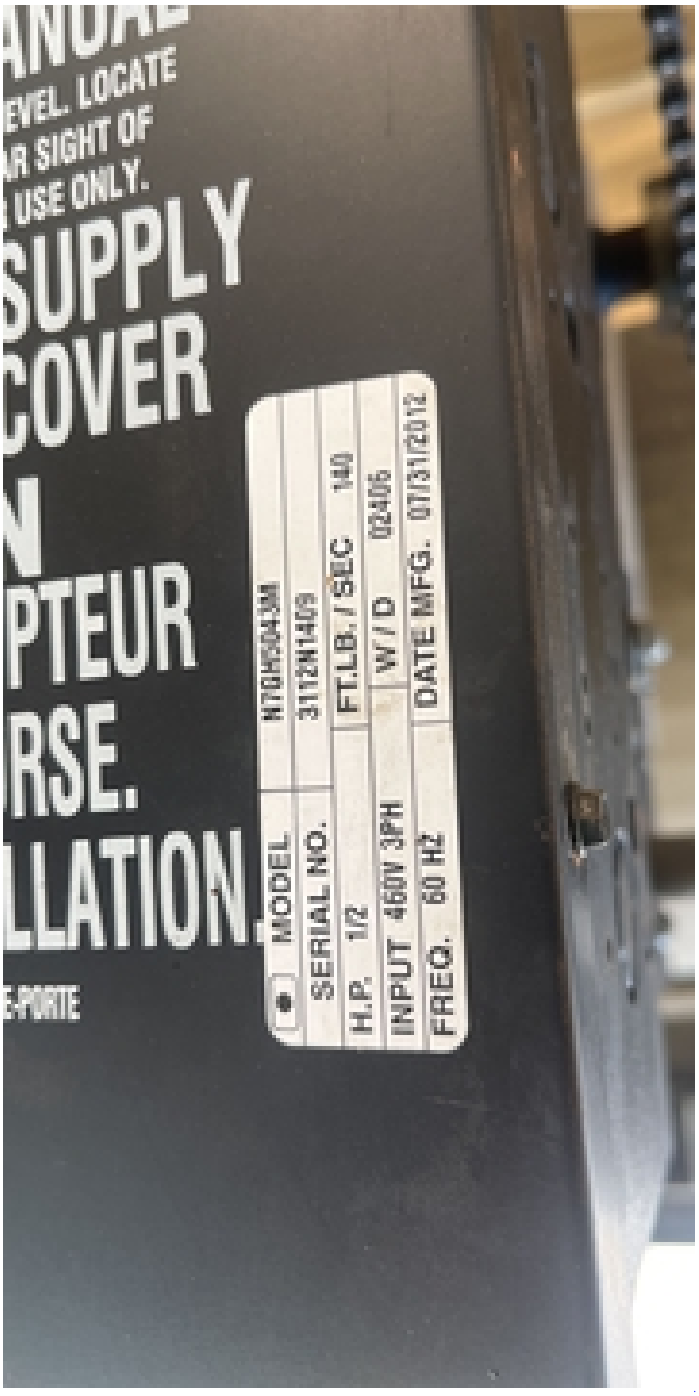
Motor Operator	Needs Repair
Test all reversing devices, edges, photo cells, loops	Needs Repair

Remarks
Found shaving metal inside hood and shaft on tension wheel is bent. The shaft is cutting down the slot of the barring



16' x 14', Cookso Rolling Steel door, Main... VIEW
2/13/2023 12:06 PM

384d491b-c766-414c-9291-a88e2bbffebf.jpg VIEW
2/13/2023 11:53 AM



00a825d5-a2d4-4ce4-bfb7-2510040815f4.jpg VIEW
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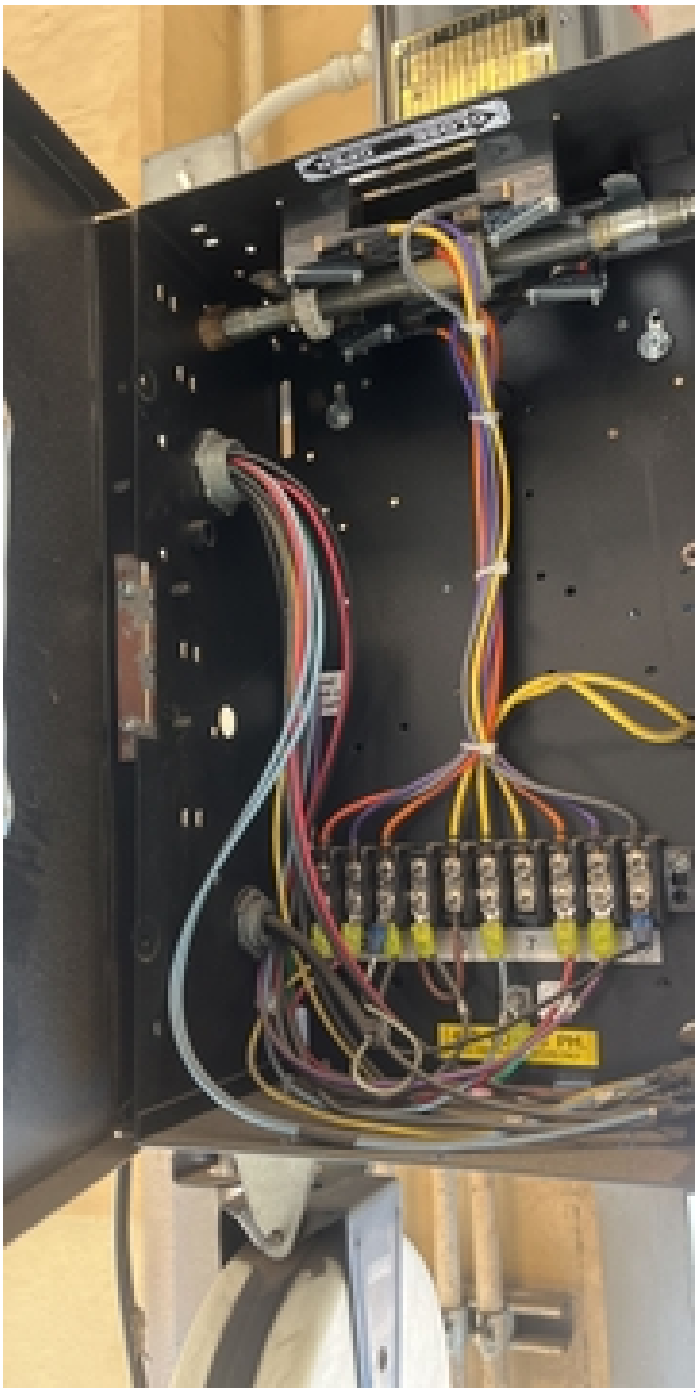
3b94820d-465c-414e-b4a1-b3658f49ff29.jpg VIEW
2/13/2023 11:53 AM



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2/13/2023 11:55 AM

33420a65-cb7b-4359-a3e2-b42cc01ae735.jpg VIEW
2/13/2023 11:55 AM

e0552eaf-538c-4755-8015-5096f6c62f7b.jpg VIEW
2/13/2023 12:03 PM

88865f72-36b5-42a8-870d-e1712154122d.jpg VIEW
2/13/2023 12:04 PM

f2b125b9-1648-421d-8baa-106b705d1748.jpg VIEW
2/13/2023 12:04 PM

Door#8: Rolling Steel Door

Size	Make / Model	Number / Location	Serial / ID No
16'x14'	Atlas rolling steel door	Maintenance shop	

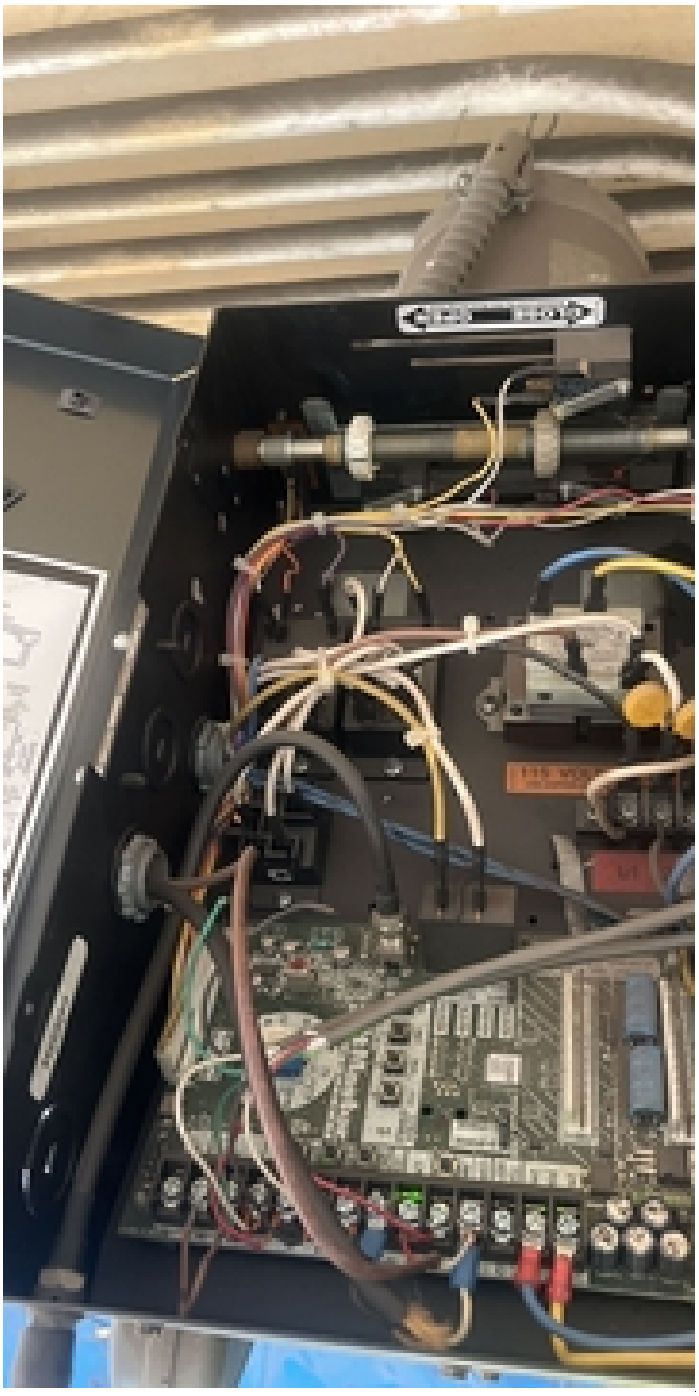
Motor Operator	Atlas rolling steel door
Inspect for loose set screw on all sprockets - tighten	Repaired

Remarks
Sprocket was missing set screw.

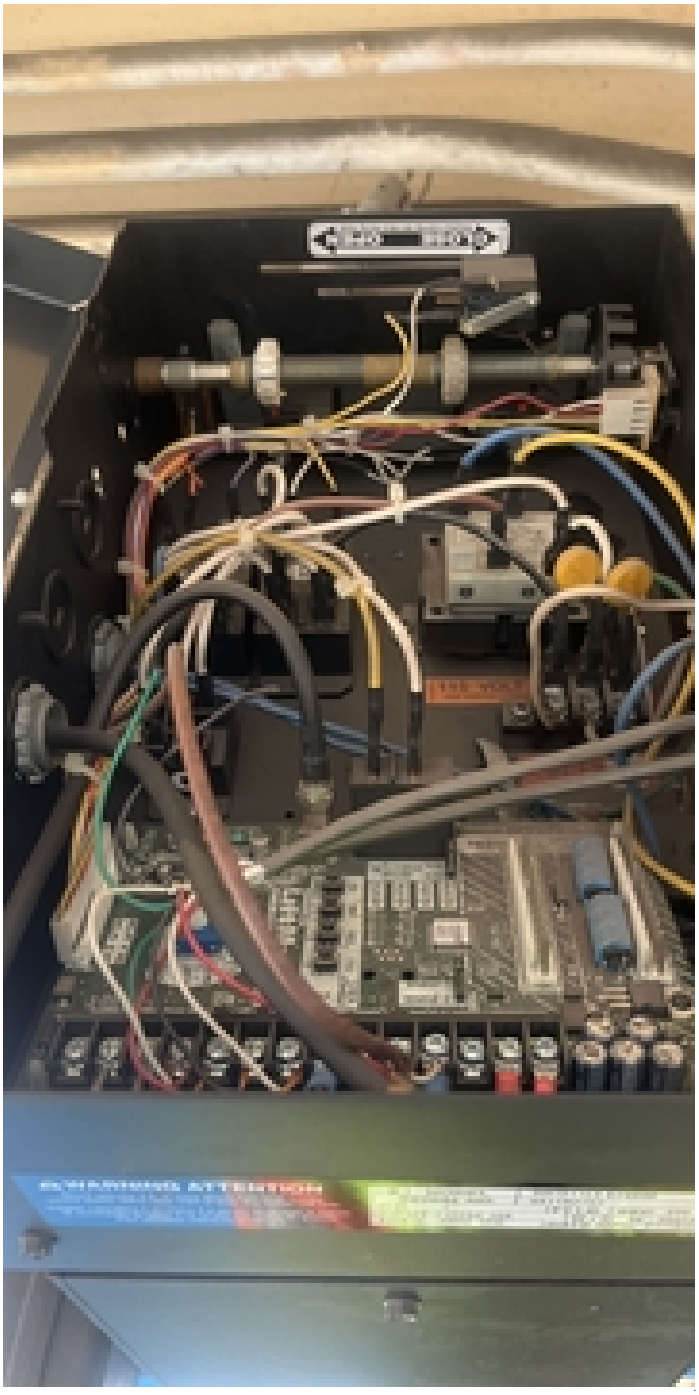
f7d4132b-0ba0-4351-87f4-f9a2c915055a.jpg VIEW
2/13/2023 12:17 PM

8e06fbbf-ad0b-4a6f-b66b-626801f44514.jpg VIEW
2/13/2023 12:17 PM

35e4f996-aaaa-49bc-a640-1e10ec099a9e.jpg VIEW
2/13/2023 12:17 PM



9c0717b1-cd47-4925-8826-1c6632f74b59.jpg VIEW
2/13/2023 12:21 PM



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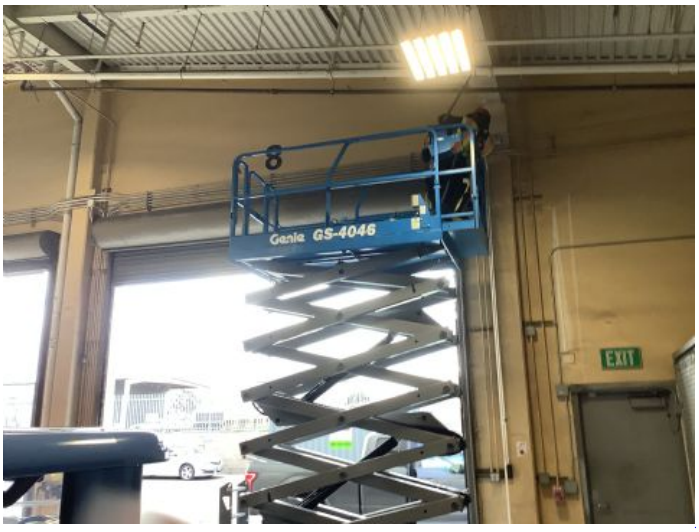


image.jpg VIEW
2/13/2023 12:23 PM

cb7a84bd-c643-4396-8217-a4400f086bc6.jpg VIEW
2/13/2023 12:33 PM

Sectional Door

Checklist
Inspect & lubricate flag bracket bearings
Inspect cable drums for wear, cracks, chips
Inspect cables for wear, fraying, kinks
Inspect all hinges for wear, cracks, breaks. replace if needed
Lubricate shaft, spring & center bracket bearings

Lubricate springs
Inspect all rollers for worn bearings, replace/lube as needed
Inspect all vertical and horizontal tracks
Balance the door for proper operation
Visually inspect the operation of door
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screws on all sprockets - tighten
Inspect operator drive bushings/bearings for wear
Lubricate limit shaft, limit nuts, limit sprocket, ideler sprocket
Inspect brake assemblies, cluth disc, drive belts for wear
Inspect trolly assemlby. lubricate trolly rail
Inspect drive chain, tighten as needed.
Inspect manual release, manual operation. balance the door
Test all control functions, open, close,stop, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key pad code

Door # 9: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

Checklist	Status
Inspect cable drums for wear, cracks, chips	Needs Repair

Remarks
Need.a new cable on the the right side 3/16"

ca594359-3ca6-46a1-a0a3-661e8f67699e.jpg VIEW
2/13/2023 1:55 PM

86ec0da8-4926-4f39-a45e-57dbb90dfeca.jpg VIEW
2/13/2023 1:55 PM

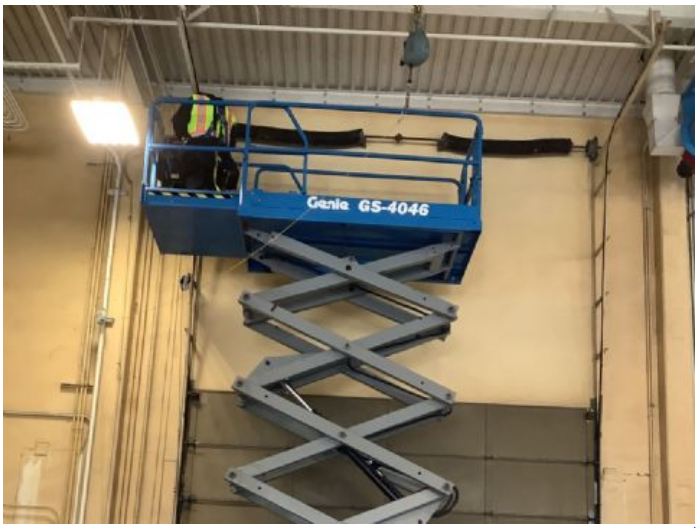
bb7fb1d3-2316-4bb3-a3bc-d0c0df2c3c7b.jpg VIEW
2/13/2023 1:55 PM

ea0f4edd-56f3-4ee2-a74d-f9da23ebeca5.jpg VIEW
2/13/2023 1:55 PM

bc736389-d32b-4407-9ff8-fc9a4e35b17b.jpg VIEW
2/13/2023 2:04 PM

36e09fc5-22c9-4c8a-adff-4ba12a313b41.jpg VIEW
2/13/2023 2:04 PM

5ac570dc-3fc1-4d60-83bd-51958a48fad4.jpg VIEW
2/13/2023 2:12 PM



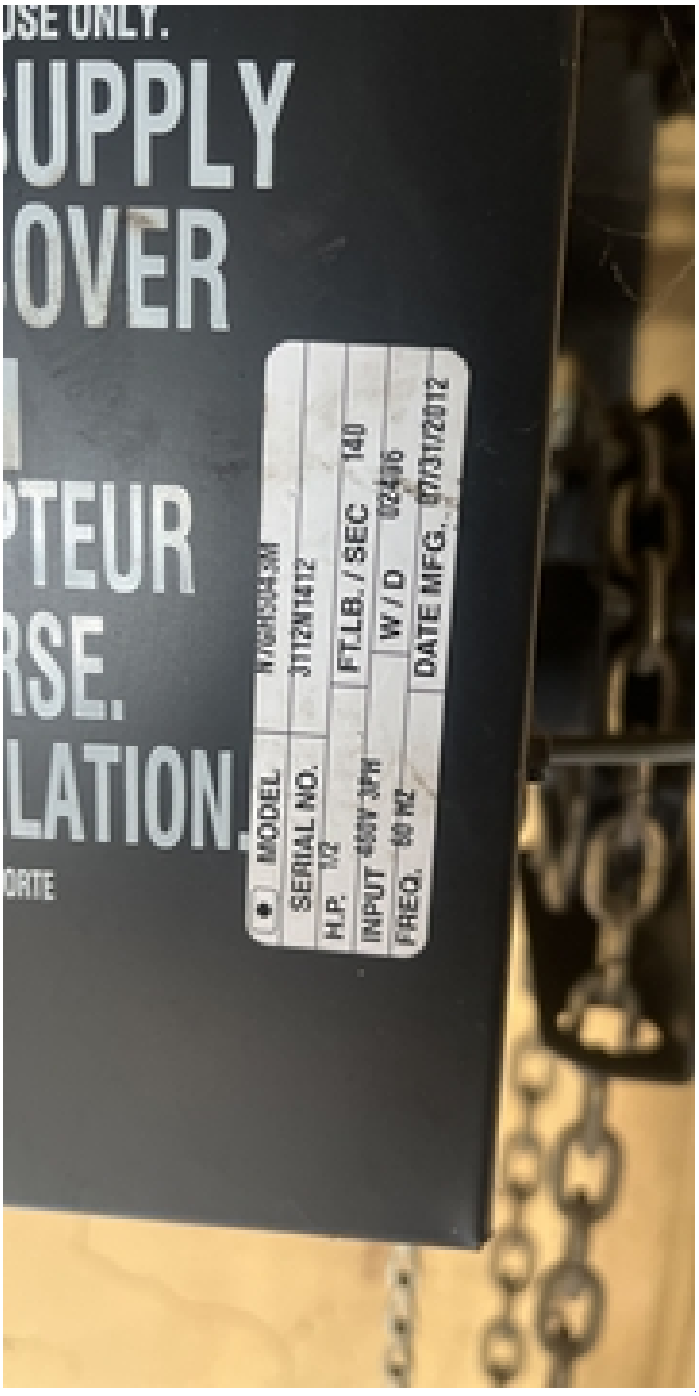
14' 2" x 14', Sectional door, Mainten... VIEW
2/13/2023 2:11 PM

Door# 10: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

	Status
	Complete

42f312c0-1f24-4bf0-a6b6-ab90d5bd4832.jpg VIEW
2/13/2023 2:25 PM



f8d02191-9e61-4380-8cc7-b1731f296f3f.jpg VIEW
2/13/2023 2:25 PM

f647250a-6ad1-4290-ad74-fc70c4061914.jpg VIEW
2/13/2023 2:26 PM

19f8208c-0a6d-494c-b36b-43cfdd2b5ef9.jpg VIEW
2/13/2023 2:26 PM

60fe00f9-90e5-4a07-a014-1bdc65e2bc89.jpg VIEW
2/13/2023 2:42 PM

14' 2" x 14', Sectional door, Mainten... VIEW
2/13/2023 3:12 PM

Door # 9: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 14'	Sectional door	Maintenance shop	

	Status
	Complete

image.jpg VIEW
2/13/2023 2:16 PM

Liftmaster gearhead 460v 3PH, LH VIEW
2/13/2023 2:18 PM

Door # 11: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status
	Complete

Remarks
Coil cord is damage needs to be upgraded to a take up reel.

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:16 PM

06b28bf8-0ea2-4c25-961e-482ff3d7bb06.jpg VIEW
2/13/2023 2:43 PM

dc0f980c-3ede-430b-96e4-78296754453c.jpg VIEW
2/13/2023 2:53 PM

3a1b37fa-2596-4d1f-9877-74459518b279.jpg VIEW
2/13/2023 3:15 PM

Door# 12: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status

dc68af5f-69ed-41c2-8c1c-af7032970626.jpg VIEW
2/13/2023 3:15 PM

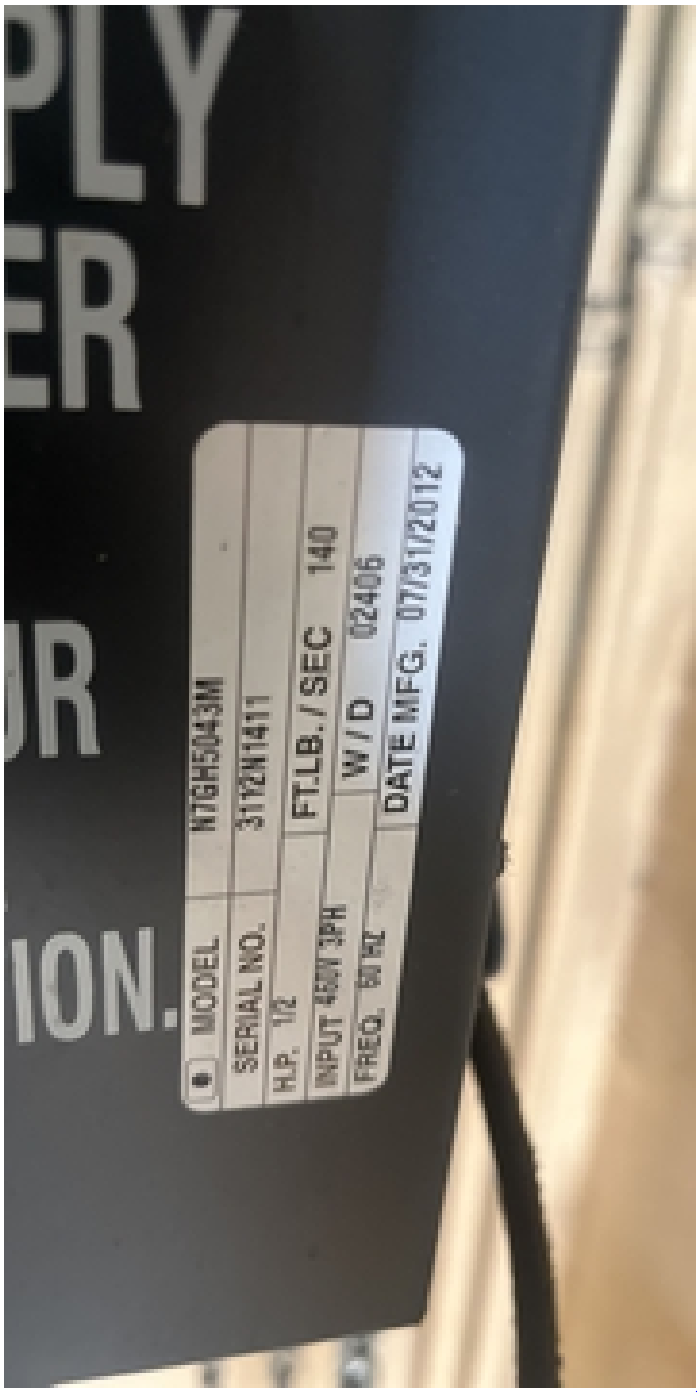
def72eb3-6ebe-4873-b1c2-1baa8486a1fa.jpg VIEW
2/13/2023 3:15 PM

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:26 PM

Door # 13: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
	Sectional door		

531056fb-4831-4a24-864d-4d500c965692.jpg VIEW
2/13/2023 3:32 PM



e3eb02a6-7ffd-4cd5-864e-c929a7a55413.jpg VIEW
2/13/2023 3:32 PM

7e9f68d2-579a-4acc-b080-5eb85cd8fd4d.jpg VIEW
2/13/2023 3:32 PM

5e3ae776-e905-424f-9a37-3e8a59397722.jpg VIEW
2/13/2023 3:33 PM

ff78468a-c280-4ec0-9f54-d3b6f7752d96.jpg VIEW
2/13/2023 3:36 PM

Door # 13: Sectional Door

Size	Make / Model	Number / Location	Serial / ID No
14' 2" x 12'	Sectional door	Maintenance shop	

	Status

14' 2" x 12', Sectional door, Mainten... VIEW
2/13/2023 3:31 PM

image.jpg VIEW
2/13/2023 3:36 PM

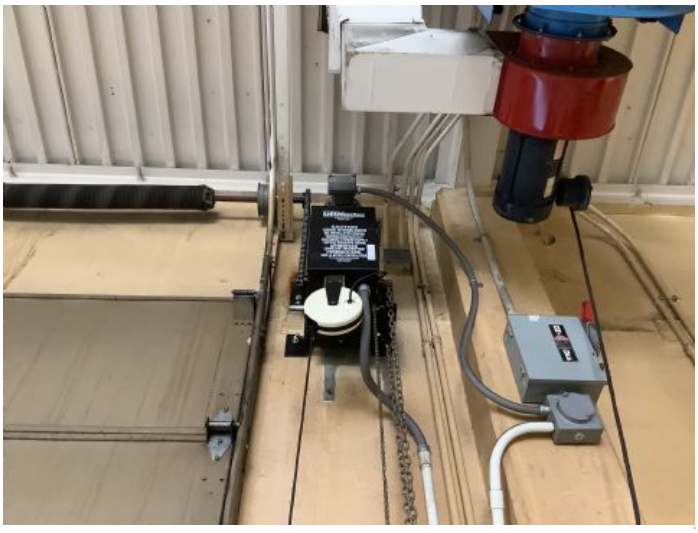


image.jpg VIEW
2/13/2023 3:37 PM

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R & S OVERHEAD DOORS OF COMMERCE
5560 Flotilla Avenue
Commerce, California 90040
Ph: (323) 727-1220 Fax: (323) 727-0617
Cont. Lic. No. 786629

Work Order

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/16/2023	C817788 JE			2023-0000560

Equipment Type	Description
Aluminum Grille	10’8”x8’9” , Lawrence grille , Entrance grille
Aluminum Grille	10’8”x8’9”, Lawrence Grille , Underground exit
Aluminum Grille	31’10”x14’, Lawrence , Taylor stree entrance grille
Sectional Door	
Automatic Gate	20’10”x8’5” wrought iron gate, 222 X3 ST, Gate 2 on Green wood exit (Serial #36B532-1249-646)
Automatic Gate	20’10”x8’5” wrought iron gate , Exit on GreenWood
Automatic Gate	SL300UL1HP3, From Taylor gate

Description

Pm Service.
WORK PERFORMED: Techs arrived at job site checked in with contact and began inspection

Gate 1 on Taylor street inspected and found worn rollers gate requires mesh on post to cover opening. Needs new drive-belt cracking. 9v battery.

Gate 2 on GreenWood entrance side safety edge needs 9v battery for transmitter, flat bar for post covering 20, positive stops.

Gate 3 exit on Greendwood needs 9v battery, positive stops and 20 flat bar on post.

Entrance underground grille checked door operation lubricated and performed Pm service checked all activations and safetys.

Exit underground grille checked all activations and safetys, lubricated and performed Pm service.

Taylor street Grille unable to check operation due to operation not functioning at time of visit.
RECOMMENDATIONS: Recommend replacement of

Gate 1
(1) drive belt
(2) heavy duty v-grove wheels
(1) 6x10 flat bar for post covering
(1) 9v batteries

Gate 2
(2) 6x10 flat bar for post covering
(1) 9v batteries

Gate 3
(2) 6x10 flat bar for post covering
(1) 9v battery

Arrive	Depart	Shop Time	Travel Time	Lunch Taken	Total Time	Current Status
11:00 AM	1:00 PM	0.00	1.00 Hrs	No	3.00 Hrs	Complete

Foreman	Helper	Total Labor	Total Material	Additional Work
Jose Villasana	Jesus Barquin			

Material Warranty	Labor Warranty	Payment Terms	Total Amount
		COD	$1,686.00

Signature

ACCEPTED BY | PRINT NAME | EMAIL ADDRESS | DATE

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2/16/2023 11:51 AM

b74b7d99-3af8-4058-8090-b793f6bcdd55.jpg VIEW
2/16/2023 11:51 AM

40948e58-6f46-4169-bd6f-9ab1b15bcf75.jpg VIEW
2/16/2023 11:50 AM

276f435f-8390-4598-8042-de83a74d30af.jpg VIEW
2/16/2023 11:50 AM

a0aa6ceb-29f4-4da8-96ad-4f0d1dbfce39.jpg VIEW
2/16/2023 11:49 AM

R & S OVERHEAD DOORS OF COMMERCE
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Ph: (323) 727-1220 Fax: (323) 727-0617
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PM Summary

Customer Info	Job Info
City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640 (323) 827-9130 **Cesar Lopez** (323) 827-9130	**Maintenance On All Equipment** 1600 W. Beverly Blvd Montebello, CA 90640 **Cesar Lopez** (323) 827-9130

Date	Job No	Job Type	Account No	PO / Contract No
2/16/2023	C817788 JE			2023-0000560

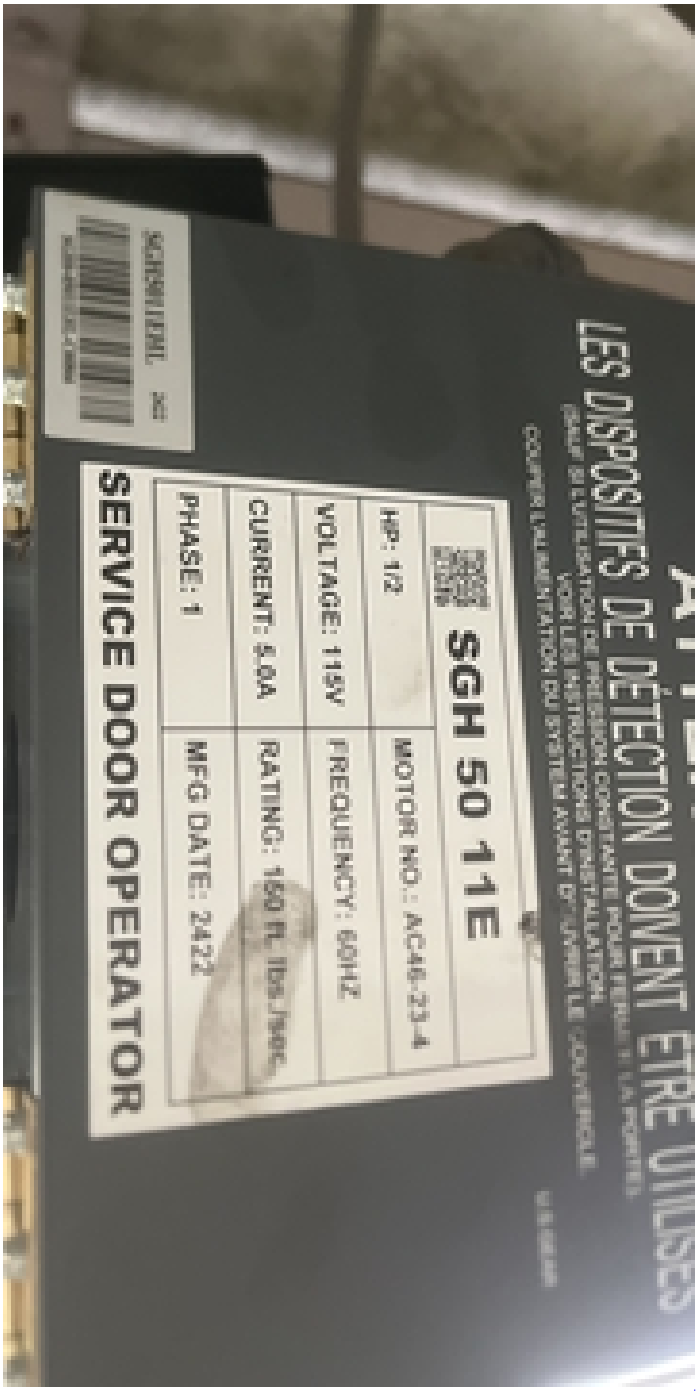
Aluminum Grille

Checklist
Inspect ends of rod for damage, missing cotter pins
Inspect rods links for oblong holes, wear & damage
Inspect aluminum guides for wear & missing felt
Inspect rod sleeves for holes, damaged & shorten
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screw on all sprockets - tighten
Check power shaft bracket bushing for wear
Lubricate limit shaft, limit nuts, limit sprocket
Inspect electric brake assemblies, roll pins, brake disc
Inspect sash chain, hand chain, chain lock & manual operation
Test all control functions, open, close, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key code

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
10’8”x8’9”	Lawrence grille	Entrance grille	

	Status



801630f7-55c7-4557-8cc7-881eb2252b60.jpg VIEW
2/16/2023 2:01 PM

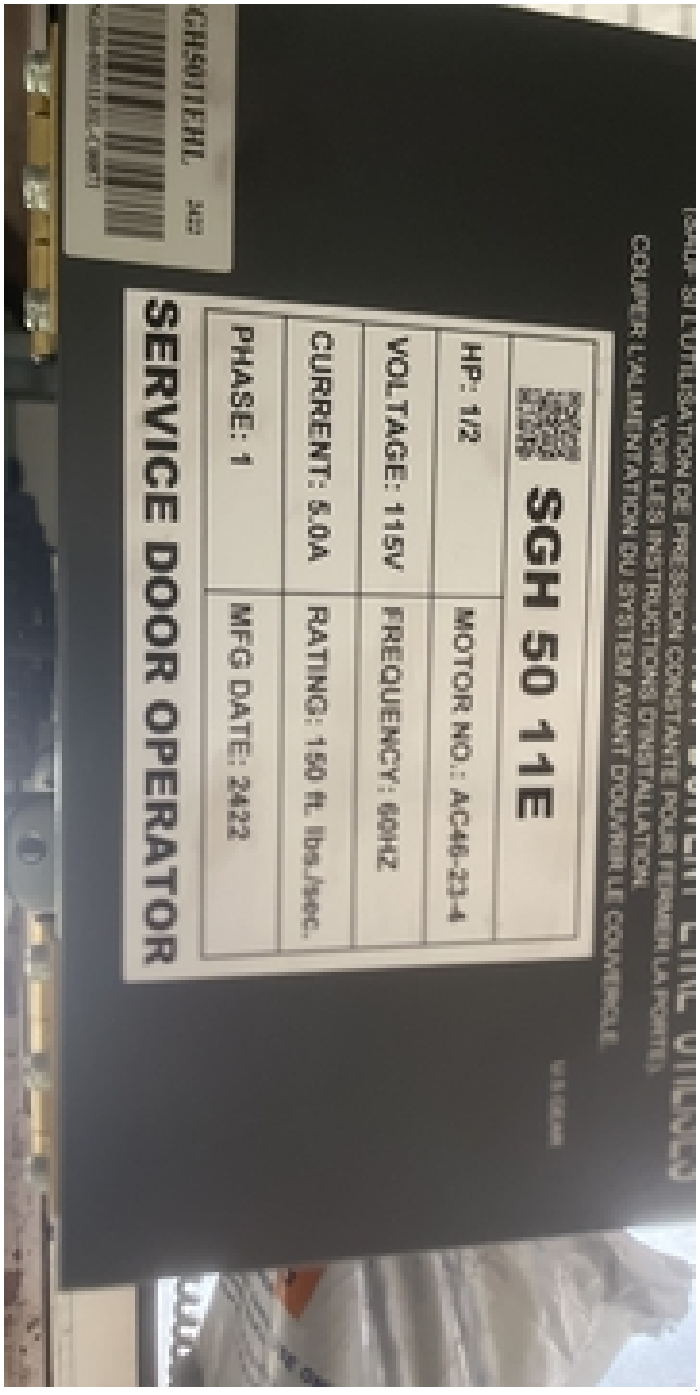
054afa83-bd74-478f-af2b-ff08242c0818.jpg VIEW
2/16/2023 2:42 PM

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
10’8”x8’9”	Lawrence Grille	Underground exit	

	Status

	Complete



74f3f4cb-1ecd-4d03-b4d8-1581659270f0.jpg VIEW
2/16/2023 2:01 PM

Aluminum Grille

Size	Make / Model	Number / Location	Serial / ID No
31’10”x14’	Lawrence	Taylor stree entrance grille	

	Status
	Complete

f03a80cb-b97d-4ac1-a9ca-a37cee5456dc.jpg VIEW
2/16/2023 1:09 PM

Sectional Door

Checklist
Inspect & lubricate flag bracket bearings
Inspect cable drums for wear, cracks, chips
Inspect cables for wear, fraying, kinks
Inspect all hinges for wear, cracks, breaks. replace if needed
Lubricate shaft, spring & center bracket bearings
Lubricate springs
Inspect all rollers for worn bearings, replace/lube as needed
Inspect all vertical and horizontal tracks
Balance the door for proper operation
Visually inspect the operation of door
Motor Operator
Lubricate drive & limit chains
Inspect operator mounting bolts, isolators, angle mount bolts
Inspect for loose set screws on all sprockets - tighten
Inspect operator drive bushings/bearings for wear
Lubricate limit shaft, limit nuts, limit sprocket, ideler sprocket
Inspect brake assemblies, cluth disc, drive belts for wear
Inspect trolly assemlby. lubricate trolly rail

Inspect drive chain, tighten as needed.
Inspect manual release, manual operation. balance the door
Test all control functions, open, close,stop, key switches
Test all reversing devices, edges, photo cells, loops
Check for cycle counter
Test closing timer
Record remote or key pad code

Sectional Door

Size	Make / Model	Number / Location	Serial / ID No

Automatic Gate

Checklist
Adjust surface mount hydralic door closer
Lubricate and adjust locking hardware
Check and lubricate hinges or flange bearings
Adjust and lubricate all chains
Check operator mounting bolts and pads
Check set screws and adjust sprockets
Check shafts and bearings
Check and lubricate limit assemblies
Check gear box for leaks
Adjust brake and clutch
Inspect drive belt
Check and lubricate manual disconnect
Check and lubricate roller wheels or bearings
Check and lubricate hardware arms and brackets
Test all request open functions
Test all ground loops
Inspect all loops for surface cracks
Test closing timer
Test reversing edges and photo cells

Test on board current sensor
Test battery back up system
Check for gate warning signs
Check for cycle counter
Record remote or key pad code

Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
	SL300UL1HP3	From Taylor gate	

Checklist	Status
Check shafts and bearings	Worn
Test all ground loops	Worn

9ee5acb8-2edc-45f1-9b5e-7f8d120876b1.jpg VIEW
2/16/2023 11:55 AM

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7b6c76d7-5bf9-41e8-a5eb-b2fd2b8cd067.jpg VIEW

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2d892d54-e9d4-4145-83b5-e6d7ba2b9b2f.jpg VIEW
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7cce8aec-84d7-4363-9461-96c416e37221.jpg VIEW
2/16/2023 12:00 PM

ce463e41-7a60-4813-a7a1-e728dee5af4c.jpg VIEW
2/16/2023 12:00 PM

Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
20’10”x8’5” wrought iron gate	222 X3 ST	Gate 2 on Green wood exit	36B532-1249-646

Checklist	Status
Test reversing edges and photo cells	Needs Repair

10895448-028e-4965-9aa0-0492fc23942c.jpg VIEW
2/16/2023 12:13 PM

8a4773e1-570a-4134-af5b-26163950d5e5.jpg VIEW
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5095983f-2d6b-4c8a-99f5-0a95fd4bf072.jpg VIEW
2/16/2023 12:21 PM

0a065c0b-387b-4fcf-8775-aabe6b61a358.jpg VIEW
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Automatic Gate

Size	Make / Model	Number / Location	Serial / ID No
20’10”x8’5” wrought iron gate		Exit on GreenWood	

Checklist	Status
Test reversing edges and photo cells	Needs Repair

Terms & Conditions
NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS OF COMMERCE THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK. "NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

EXHIBIT "B"
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any Sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and Sub-CONTRACTORs shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any Sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONTRACTOR shall post such rates at each job site covered by this Agreement.

6. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by CONTRACTOR or by any Sub-CONTRACTOR.

7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each Sub-CONTRACTOR to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its Sub-CONTRACTORs shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. The CONTRACTOR and Sub-CONTRACTORs shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. If the CONTRACTOR or any Sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any Sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every Sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such Sub-CONTRACTOR's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each Sub-CONTRACTOR a copy of those statutory provisions and a requirement that each Sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure Sub-CONTRACTOR's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Sub-CONTRACTOR and upon becoming

aware of the failure of the Sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORs serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its Sub-CONTRACTORs, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

[END OF EXHIBIT "B"]

EXHIBIT "C"
AFFIDAVIT OF NON-COLLUSION
California Public Contract Code § 7106

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. Public Contract Code section 7106.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, 20 ___

_____
(Name of Organization)

_____
(Title of Person Signing) (Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF_____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this _____ day of _____, _____.

_____
Notary Public Signature

My Commission Expires: _____

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-22 AUTHORIZING THE CITY OF MONTEBELLO TO APPLY TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FUNDING TO PURCHASE ZERO-EMISSION BUSES UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-22 authorizing the City of Montebello to apply to the Federal Transit Administration (FTA) for funding to purchase zero-emission buses under the Low or No Emission Grant Program (Low-No Program), in the amount of $6,925,000; and
2. Authorize the City of Montebello to apply to the FTA for funding to purchase zero-emission buses under the Grants for Buses and Bus Facilities Program (Bus and Bus Facilities Program); in the amount of $6,925,000; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello will submit two (2) separate applications to the FTA in accordance with the Notice of Funding Opportunity (NOFO) guidelines (see Attachment A), each in the amount of $6,925,000 (the total amount includes a required non-Federal match amount of $1,038,750), for funds under the FTA Low-No Program and the Bus and Bus Facilities Program. If a submitted project is selected for consideration under both programs, the FTA will exercise its discretion to determine under which program the project will receive an award. This funding will assist with the purchase of up to five (5) hydrogen fuel cell electric buses (FCEBs). All future procurement processes required for FCEBs will be included in the annual budget development process for each identified fiscal year and will be presented to City Council for review, budget amendment and

approval as necessary.

BACKGROUND/DISCUSSION:

On October 27, 2021, the City Council adopted Resolution No. 21-80 approving Montebello Bus Lines' (MBL) Zero Emission Bus (ZEB) Rollout Plan (see Attachment B) to serve as a blueprint for how MBL plans to achieve a complete transition to zero-emissions technologies by 2040. Furthermore, the ZEB Rollout Plan provides information on strategies to address MBL's current bus fleet composition, future bus purchases, and potential funding sources that will assist MBL align with the City's commitment to invest in the innovative technology required to further reduce its carbon footprint and support the sustainable electrification of transportation.

On January 27, 2023, the FTA posted a combined NOFO announcing the opportunity for transit agencies to apply for approximately $1.22 billion in funds under the Low-No Program and approximately $469 million in funds under the Buses and Bus Facilities Program for the Fiscal Year 2023. These programs provide the FTA an opportunity to award grants through a competitive process to transit agencies for low or zero-emission projects, including the purchase of low or zero-emission buses that use advanced technologies for transit revenue operations. In accordance with the ZEB Rollout Plan, MBL identified FTA's Low-No Program and the Bus and Bus Facilities Program as potential funding opportunities to assist with purchasing up to five (5) FCEBs. The City is eligible to apply for both FTA grant programs in accordance with Section 5307 of Title 49, U.S. Code.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-22 (see Attachment C) to authorize applying to the FTA for funding to purchase zero-emission buses under the Low-No Program and the Buses and Bus Facilities Program; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Federal Register Vol. 88 No. 18 Notice of Funding Opportunity
2. Attachment B - Resolution No. 21-80 approving MBL's ZEB Rollout Plan
3. Attachment C - Resolution No. 23-22

NEXT STEPS:

N/A

must publish a notice of each exemption request in the **Federal Register** (49 CFR 381.315(a)). The Agency must provide the public an opportunity to inspect the information relevant to the application, including any safety analyses that have been conducted. The Agency must provide an opportunity for public comment on the request.

The Agency reviews safety analyses and public comments submitted and determines whether granting the exemption would likely achieve a level of safety equivalent to, or greater than, the level that would be achieved by the current regulation (49 CFR 381.305). The Agency must publish its decision in the **Federal Register** (49 CFR 381.315(b)) with the reasons for denying or granting the application and, if granted, the name of the person or class of persons receiving the exemption and the regulatory provision from which the exemption is granted. The notice must specify the effective period and explain the terms and conditions of the exemption. The exemption may be renewed (49 CFR 381.300(b)).

III. Encore's Request

Encore seeks an exemption from the requirement in 49 CFR 393.25(e) that all exterior lamps (both required lamps and any additional lamps) be steady-burning, except for turn signal lamps, hazard warning signal lamps, school bus warning lamps, amber warning lamps or flashing warning lamps on tow trucks and CMVs transporting oversized loads, and warning lamps on emergency and service vehicles authorized by State or local authorities.

Encore asserts that using the Intellistop module, which pulses the rear clearance, identification, and brake lamps from low-level lighting intensity to high-level lighting intensity 4 times in 2 seconds when the brakes are applied rather than providing steady burning lamps during the first 2 seconds, would enhance rear signal systems. Encore submits that pulsing the rear brake lamps of a CMV may significantly increase visibility and reduce the frequency of rear-end crashes, and thus would maintain a level of safety that is equivalent to, or greater than, the level that the CMV would achieve without the requested exemption.

On October 7, 2022 (87 FR 61133), FMCSA denied Intellistop's application for an industry-wide exemption to allow all motor carriers to operate commercial motor vehicles (CMVs) equipped with Intellistop's module. FMCSA noted that the decision did not preclude individual motor carriers from seeking an exemption from 49 CFR 393.25(e) to purchase, install, and use Intellistop's device subject to terms and conditions to allow sufficient monitoring of the use of the device. Therefore, consistent with the October 7, 2022, decision, the Agency seeks public comment on Encore's carrier-specific exemption application.

A copy of Encore's application is included in the docket referenced at the beginning of this notice.

IV. Request for Comments

In accordance with 49 U.S.C. 31315(b), FMCSA requests public comment from all interested persons on Encore's application for a five-year exemption from 49 CFR 393.25(e) to allow the company to operate CMVs equipped with Intellistop's module which pulses the rear clearance, identification and brake lamps from low-level lighting intensity to high-level lighting intensity 4 times in 2 seconds when the brakes are applied.

All comments received before the close of business on the comment closing date will be considered and will be available for examination in the docket at the location listed under the **ADDRESSES** section of this notice. Comments received after the comment closing date will be filed in the public docket and may be considered to the extent practicable. In addition to late comments, FMCSA will also continue to file, in the public docket, relevant information that becomes available after the comment closing date. Interested persons should continue to examine the public docket for new material.

Larry W. Minor,

Associate Administrator for Policy.

[FR Doc. 2023–01602 Filed 1–26–23; 8:45 am]

BILLING CODE 4910–EX–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2023 Competitive Funding Opportunity: Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for approximately $1.22 billion in competitive grants under the fiscal year (FY) 2023 Low or No Emission Grant Program (Low-No Program) (Federal Assistance Listing: 20.526) and approximately $469 million in competitive grants under the FY 2023 Grants for Buses and Bus Facilities Program (Buses and Bus Facilities Program) (Federal Assistance Listing 20.526), subject to availability of appropriated funding.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* ''APPLY'' function by 11:59 p.m. Eastern time on April 13, 2023. Prospective applicants should initiate the process by registering on the *GRANTS.GOV* website promptly to ensure completion of the application process before the submission deadline.

ADDRESSES: Instructions for applying can be found on FTA's website at *https://www.transit.dot.gov/howtoapply* and in the ''FIND'' module of *GRANTS.GOV*. The funding opportunity ID is FTA–2023–002–TPM–LWNO for Low-No applications and FTA–2023–003–TPM–BUS for Buses and Bus Facilities applications. Please note, if an applicant is choosing to apply to both programs, the applicant must submit a separate *GRANTS.GOV* package to each opportunity ID. Applicants should also select both programs and respond to all questions needed for both programs on the supplemental form. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Either Program may be contacted by email at *FTALowNoBusNOFO@dot.gov,* or applicants may call Margaretta Veltri, FTA Office of Program Management, at 202–366–5094.

SUPPLEMENTARY INFORMATION: As required by Federal public transportation law, Low or No Emission Grant Program funds will be awarded competitively for the purchase or lease of low or no emission vehicles that use advanced technologies for transit revenue operations, including related equipment or facilities. As required by Federal public transportation law, Buses and Bus Facilities Program funds will be awarded competitively to assist in the financing of capital projects to replace, rehabilitate, purchase or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities. Zero-emission projects will include costs for workforce development, unless the applicant certifies funds are not needed for this purpose. In general, projects may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. As these two programs have overlapping eligibilities

and must be implemented on the same timeline as required by 49 U.S.C. 5339, FTA is publishing this joint NOFO. Per Federal public transportation law, FTA will award grants for these programs within 75 days after the date this solicitation expires from funds available for award at that time. FTA may award additional funding that is made available to the programs prior to the announcement of project selections.

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B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration Information
G. Federal Awarding Agency Contacts
H. Other Information

A. Program Description

This is a joint NOFO and announces the availability of FY 2023 funding for both the Low-No and the Buses and Bus Facilities Programs.

Federal public transportation law (49 U.S.C. 5339(c)) authorizes FTA to award grants for low or no emission bus projects through a competitive process, as described in this notice. The Low-No Program provides funding to States (including territories and Washington, DC), local governmental authorities, and tribal governments for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities.

Federal public transportation law (49 U.S.C. 5339(b)) authorizes FTA to award grants for the Buses and Bus Facilities Program through a competitive process, as described in this notice. Grants under this program are for capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, or to rehabilitate, purchase, construct, or lease bus-related facilities.

The Department seeks to fund projects under the Low-No and the Buses and Bus Facilities Programs that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

In addition, the Department seeks to award projects under the Low-No and the Buses and Bus Facilities Programs that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). The Department also seeks to award projects that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

In addition, the Department intends to use the Low-No and the Buses and Bus Facilities programs to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). The Department also intends to use the Low-No and the Buses and Bus Facilities programs to support wealth creation, consistent with the Department's Equity Action Plan, through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(a)(2)(N)) authorizes $73,056,178 in FY 2023 for the Low-No Program. The 2021 Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117–58) provided an additional $1,029,000,000 in advance appropriations for FY 2023 grants after accounting for the authorized takedown for administrative and oversight expenses and the Office of Inspector General (OIG). The Consolidated Appropriations Act, 2023 appropriated an additional $49,625,000 for FY 2023 grants after accounting for the authorized oversight takedown, for a total of $1,151,681,178 for grants under the Low-No program. Further, due to less funding being requested than funding available during the FY 2022 competition for low-emission projects, $69,668,939 of FY 2022 Low-No Program funds remain available for award, of which $69,192,987 are reserved for low-emission projects as required by statute. A grand total of $1,221,350,117 is being made available for the FY 2023 Low-No Program under this notice. Additional funds made available prior to project selection may be allocated to eligible projects.

As required by Federal public transportation law (49 U.S.C. 5339(c)(5)), a minimum of 25 percent of the amount awarded under the Low-No Program will be awarded to low-emission projects other than zero-emission vehicles and related facilities. As noted above, $69,192,987 of FY 2022 funding for low-emission projects remains available. This amount, along with the $287,920,295 low-emission set-aside for FY 2023, totals $357,113,282 specifically set aside by law for low-emission projects through the Low-No Program in FY 2023.

In FY 2022, the Low-No program received applications for 248 projects requesting a total of $4,033,245,618. One hundred projects were funded at a total of $1,105,329,750.

Federal public transportation law (49 U.S.C. 5338(a)(2)(N)) authorizes $383,544,933 in FY 2023 funds for the Buses and Bus Facilities Program. The Consolidated Appropriation Act, 2023 appropriated an additional $90,000,000. After the oversight takedown of $4,099,509, FTA is announcing the availability of $469,445,424 for the Buses and Bus Facilities Program through this notice. Additional funds made available prior to project selection may be allocated to eligible projects.

As required by Federal public transportation law at 49 U.S.C. 5339(b)(5), a minimum of 15 percent of the amount awarded under the Buses and Bus Facilities Program will be awarded to projects located in rural areas. As required by 49 U.S.C. 5339(b)(8), no single grant recipient will be awarded more than 10 percent of the amount made available. In FY 2022, the program received applications for 282 projects requesting a total of $3,682,203,133. Fifty projects were funded at a total of $551,366,311.

An applicant may submit a low or no emissions project to both the Buses and Bus Facilities Program and the Low-No Program, or submit the project only to the Low-No Program or only to the Buses and Bus Facilities Program. Applicants are encouraged to submit projects for consideration under both programs whenever practicable. If a project submitted for consideration under both programs is selected for funding, FTA will exercise its discretion

to determine under which program the project will receive an award. Please note that if submitting to both programs, a separate application package must be submitted to each opportunity ID for the respective program listed on *GRANTS.GOV.* If there are not enough eligible requests for either the low-emission set-aside under the Low-No Program or the rural set-aside under the Buses and Bus Facilities Program, and eligible applications that would qualify under either of those set-asides were submitted only to the other program, FTA may contact such applicants to request additional information in order to consider them under the program for which they would satisfy a statutory set-aside.

FTA may cap the amount a single recipient or State may receive as part of the selection process for either program.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date FY 2023 project selections are announced on FTA's website. Funds are available for obligation for three fiscal years after the fiscal year in which the competitive awards are announced. Funds are available only for eligible costs incurred after announcement of project selections. FTA intends to fund as many meritorious projects as possible.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for the Low or No Emission Program include designated recipients, States (including territories and Washington, DC), local governmental authorities, and Indian Tribes. Proposals for funding projects in rural (non-urbanized) areas—defined as any area that has not been designated in the 2010 census, as an ''urbanized area'' with at least 50,000 in population by the Secretary of Commerce—must be submitted as part of a consolidated State proposal. To be considered eligible, applicants must be able to demonstrate the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program. Assistance on this requirement is available from FTA's Regional Offices.

Eligible applicants for the Buses and Bus Facilities Program include designated recipients that allocate funds to fixed route bus operators, States (including territories and Washington, DC) or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.

Except for projects proposed by Indian tribes, all proposals for projects in rural (non-urbanized) areas must be submitted by a State, either individually or as a part of a statewide application. States and other eligible applicants also may submit consolidated proposals for projects in urbanized areas. The submission of a statewide or consolidated urbanized area application does not preclude any other eligible recipients in an urbanized area or in a State from also submitting a separate application. Proposals may contain projects to be implemented by the recipient or its subrecipients.

As permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)), an applicant proposing a low or no emission project under both the Buses and Bus Facilities Program and the Low-No Program, or an applicant proposing only a low or no emission project under the Low-No program, may include partnerships with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the project will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities. Applicants are advised that any changes to the proposed partnership will require FTA written approval, must be consistent with the scope of the approved project, and may necessitate a competitive procurement.

2. Cost Sharing or Matching

The maximum Federal share for projects that involve leasing or acquiring transit buses (including clean fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act (CAA) or the Americans with Disabilities Act (ADA) of 1990 is 85 percent of the net project cost.

The maximum Federal share for the cost of acquiring, installing, or constructing vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the CAA or ADA is 90 percent of the net project cost of such equipment or facilities that are attributable to compliance with the CAA or ADA. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with the CAA to be eligible for the maximum 90 percent Federal share for these costs.

The Federal share of the cost of other projects shall not exceed 80 percent.

Eligible sources of match include the following: cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a State or local social service agency or private social service organization; revenues generated from value capture financing mechanisms; funds from an undistributed cash surplus; replacement or depreciation cash fund or reserve; new capital; or in-kind contributions. Transportation development credits or in-kind match may be used for local match if identified and documented in the application. Other Federal funds from non-U.S. Department of Transportation sources may only be used as match (Federal fund braiding) if the proposed project is eligible under the other Federal program and the other Federal program providing the matching funds expressly authorizes its funds to fulfill the match requirement of other Federal programs. Learn more about Federal fund braiding at *https://www.transit.dot.gov/regulations-and-programs/ccam/about/coordinating-council-access-and-mobility-ccam-federal-fund.*

3. Eligible Projects

Under the Low-No Program (49 U.S.C. 5339(c)), eligible projects include projects or programs of projects in an eligible area for: (1) purchasing or leasing low or no emission buses; (2) acquiring low or no emission buses with a leased power source; (3) constructing or leasing facilities and related equipment for low or no emission buses; (4) constructing new public transportation facilities to accommodate low or no emission buses; or (5) rehabilitating or improving existing public transportation facilities to accommodate low or no emission buses (49 U.S.C. 5339(c)(1)(B)). As required by Federal public transportation law (49 U.S.C. 5339(c)(5)), FTA will consider only eligible projects relating to the acquisition or leasing of low or no emission buses or bus facilities that make greater reductions in energy consumption and harmful emissions than comparable standard buses or other low or no emission buses. A single application may include both vehicle and facility components, along with associated equipment and workforce development plans.

A low or no emission bus is defined as a passenger vehicle used to provide

public transportation that sufficiently reduces energy consumption or harmful emissions, including direct carbon emissions, when compared to a standard vehicle. The statutory definition includes zero-emission transit buses, which are defined as buses that produce no direct carbon emissions and no particulate matter emissions under any and all possible operational modes and conditions. Examples of zero-emission bus technologies include, but are not limited to, hydrogen fuel-cell buses, battery-electric buses, and rubber tire trolley buses powered by overhead catenaries. All new transit bus models must successfully complete FTA bus testing for production transit buses pursuant to FTA's Bus Testing regulation (49 CFR part 665) in order to be procured with funds awarded under the Low-No Program. All transit vehicles must be procured from certified transit vehicle manufacturers in accordance with the Disadvantaged Business Enterprise (DBE) regulations (49 CFR part 26). The development or deployment of prototype vehicles is not eligible for funding under the Low-No Program.

Eligible projects for the Buses and Bus Facilities Program include capital projects to replace, rehabilitate, purchase, or lease buses, vans, or related equipment; or to rehabilitate, purchase, construct, or lease bus-related facilities regardless of propulsion type or emissions. A single application may include both vehicle and facility components, along with associated equipment and workforce development activities.

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)), including on-the-job training, labor-management partnership training, and registered apprenticeships, and an additional 0.5 percent for costs associated with training at the National Transit Institute. Supportive services, such as childcare and transportation assistance for participants, may be an eligible use of program funds under 49 U.S.C. 5314(b). FTA will publish clarifying frequently asked questions.

For applicants proposing any project related to zero-emission vehicles (including vehicles, facilities, equipment, etc.) for either program, 5 percent of the total requested Federal amount, including the workforce development activities, but not including additional required local share, must be used for workforce development to retrain the existing workforce and develop the workforce of the future, including registered apprenticeships and other joint labor-management training programs, as outlined in the applicant's Zero-Emission Transition Plan (see Section E(1)(c) of this notice), unless the applicant certifies via the application that less funding is needed to carry out the Plan. Supportive services, such as childcare and transportation assistance for participants, may be an eligible use of program funds within this 5 percent. FTA will publish clarifying frequently asked questions. Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget. These amounts are additional, not a take-down, from other eligible project expenses. For example, if an application includes a Federal request of $95,000 for total capital costs of the zero-emission vehicles and associated equipment, an additional Federal request of $5,000 should be included in the budget for workforce development expenses for a total Federal request of $100,000. The local share for the vehicles, equipment, and workforce development is in addition to the $100,000 Federal request. Applicants are encouraged to discuss training needs with their workforce and to develop training plans in collaboration with unions and other workforce representatives, as well as with workforce boards, community colleges, and other workforce organizations. Applicants that propose not to use the full 5 percent available must include an explanation as to why the funds are not needed.

If a single project proposal involves multiple public transportation providers, such as when an agency acquires vehicles that will be operated by another agency, the proposal must include a detailed statement regarding the role of each public transportation provider in the implementation of the project.

D. Application and Submission Information

1. Address To Request Application Package

Applications must be submitted electronically through *GRANTS.GOV*. General information for accessing and submitting applications through *GRANTS.GOV* can be found at *https://www.transit.dot.gov/howtoapply* along with specific instructions for the forms and attachments required for submission. Mail or fax submissions of completed proposals will not be accepted. A complete proposal submission for each program consists of two forms: the SF–424 Application for Federal Assistance (available at *GRANTS.GOV*) and the supplemental form for the FY 2023 Low-No and Buses and Bus Facilities Programs (downloaded from *GRANTS.GOV* or the FTA website at *https://www.transit.dot.gov/funding/grants/lowno*). The same supplemental form will be used to apply to either program or both programs. However, please note that if an applicant is applying to both programs, they must submit the materials through each of the *GRANTS.GOV* opportunity IDs listed for each program. Failure to submit the information as requested can delay review or disqualify the application.

2. Content and Form of Application Submission

a. Proposal Submission

A complete proposal submission for each program consists of two forms: (1) the SF–424 Application for Federal Assistance; and (2) the supplemental form for the FY 2023 Low-No and Buses and Bus Facilities Programs. The supplemental form and any supporting documents must be attached to the ''Attachments'' section of the SF–424. The application must include responses to all sections of the SF–424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice.

FTA will accept only one supplemental form per SF–424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF–424 and supplemental form.

Applicants may attach additional supporting information to the SF–424 submission, including but not limited to letters of support, project budgets, fleet status reports, or excerpts from relevant planning documents. Applicants for zero-emission projects must attach the fleet transition plan. Any supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF–424 and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the ''Check Package for Errors'' and the ''Validate Form'' validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent. Applicants should enter their information in the supplemental form (fillable PDF) that is made available on FTA's website or through the *GRANTS.GOV* application package, and should attach this to the application in its original format. Applicants should not use scanned versions of the form, ''print'' the form to PDF, convert or create a version using another text editor, etc.

b. Application Content

The SF–424 Application for Federal Assistance and the supplemental form will prompt applicants for the required information, including:

i. Applicant name
ii. Unique Entity ID (UEI) assigned by *SAM.GOV*
iii. Key contact information (including contact name, address, email address, and phone)
iv. Congressional district(s) where project will take place
v. Project information (including title, an executive summary, and type)
vi. A detailed description of the need for the project
vii. A detailed description on how the project will support either Program's objectives
viii. Evidence that the project is consistent with local and regional planning documents
ix. Evidence that the applicant can provide the local cost share
x. Address all the applicable criteria and priority considerations identified in Section E.
xi. A description of the technical, legal, and financial capacity of the applicant
xii. A detailed project budget identifying the amounts requested, amounts of other Federal funds, if any, and amounts of non-Federal funds.
xiii. An explanation of the scalability of the project
xiv. Details on the non-Federal matching funds
xv. A detailed project timeline

Except for the information properly marked as described in Section H, the Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) be registered in *SAM.GOV* before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant has an exemption approved by FTA pursuant to 2 CFR 25.110(c), or is otherwise excepted from registration requirements. FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant.

All applicants must provide a unique entity identifier provided by SAM. Registration in SAM may take as little as 3–5 business days, but since there could be unexpected steps or delays (for example, if there is a need to obtain an Employer Identification Number), FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit *https://www.sam.gov/.*

4. Submission Dates and Times

Project proposals must be submitted electronically through *GRANTS.GOV* by 11:59 p.m. Eastern time on April 13, 2023. *GRANTS.GOV* attaches a time stamp to each application at the time of submission. Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant's control. Mail and fax submissions will not be accepted.

Within 48 hours after submitting an electronic application, the applicant should receive an email message from *GRANTS.GOV* with confirmation of successful transmission to *GRANTS.GOV*. If a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and resubmit before the submission deadline. If making a resubmission for any reason, include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to receive the validation messages and to correct any problems that may have caused a rejection notification. *GRANTS.GOV* scheduled maintenance and outage times are announced on the *GRANTS.GOV* website. Deadlines will not be extended due to scheduled website maintenance.

Applicants are encouraged to begin the process of registration on the *GRANTS.GOV* site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registrations up to date before submissions can be made successfully. For example, (1) registration in *SAM.GOV* is renewed annually, and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in *GRANTS.GOV* by the AOR to make submissions.

5. Funding Restrictions

Funds under this NOFO cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to FTA award of a grant agreement until FTA has issued pre-award authority for selected projects. FTA will issue pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. FTA does not provide pre-award authority for competitive funds until projects are selected, and even then, there are Federal requirements that must be met before costs are incurred. FTA will issue specific guidance to awardees regarding pre-award authority at the time of selection. For more information about FTA's policy on pre-award authority, please see the most recent Apportionment Notice on FTA's website. Refer to Section C.3., Eligible Projects, for information on activities that are allowable in this grant program. Allowable direct and indirect expenses must be consistent with the Governmentwide Uniform Administrative Requirements and Cost

Principles (2 CFR part 200) and FTA Circular 5010.1E. Funds may not be used to support or oppose union organizing.

6. Other Submission Requirements

All applications must be submitted via the *GRANTS.GOV* website. FTA does not accept applications on paper, by fax, email, or other means. For information on application submission requirements, please see Section D.1. of this notice, Address to Request Application.

E. Application Review Information

1. Criteria

Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found. FTA will evaluate proposals based on the criteria described in this notice.

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount regardless of whether a scalable option is provided.

If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the application should demonstrate that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the application should show that vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the application should either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

a. Demonstration of Need

Since the purpose of these programs is to fund vehicles and facilities, applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in vehicles and/or supporting facilities. For example, an applicant may demonstrate that it requires additional or improved charging or maintenance facilities for low or no emission vehicles, that it intends to replace existing vehicles that have exceeded their minimum useful life, or that it requires additional vehicles to meet current ridership demands or expand services to better connect underserved communities.

FTA will consider an applicant's responses to the following criteria when assessing the need for capital investment underlying the proposed project:

For bus projects (replacement or expansion):

For replacement requests, applicants must provide information on the age, condition, and performance of the vehicles to be replaced by the proposed project. Vehicles to be replaced must have met their minimum useful life at the time of project completion. For service expansion requests, applicants must provide information on the proposed service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address whether the project conforms to FTA's spare ratio guidelines. Vehicles funded under these programs are not exempt from FTA's standard spare ratio requirements, which apply to and are calculated based on the agency's entire fleet. Applicants that are introducing zero-emission vehicles into their fleet may consider including vehicles that have already met their minimum useful life in a contingency fleet, which is not included in the spare ratio calculation. Additionally, applicants who may need to exceed the spare ratio for a temporary period are encouraged to work with their FTA Regional Office to determine what flexibilities may be afforded to them and include reference to that in their application.

For bus facility and equipment projects (replacement, rehabilitation, or expansion):

For replacement requests, applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life. For expansion requests, applicants must provide information on the proposed expansion and the reason that transit riders and the community need the expansion.

b. Demonstration of Benefits

i. Low or No Emissions Program

Applicants to the Low-No Program must demonstrate how the proposed project will support the statutory requirements of the Low-No Program (See 49 U.S.C. 5339(c)(5)(A)). In particular, FTA will consider the quality and extent to which applications demonstrate how the proposed project will: (1) Reduce Energy Consumption; (2) Reduce Harmful Emissions; and (3) Reduce Direct Carbon Emissions.

Reduce Energy Consumption: Applicants must describe how the proposed project will reduce energy consumption. FTA will evaluate applications based on the degree to which the proposed technology reduces energy consumption as compared to comparable standard vehicle propulsion technologies.

Reduce Harmful Emissions: Applicants must demonstrate how the proposed vehicles or facility will reduce the emission of particulates that create local air pollution, which leads to local environmental health concerns, smog, and unhealthy ozone concentrations. FTA will evaluate the rate of particulate emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the contingency fleet as a result of the proposed project, as well as comparable standard buses.

Reduce Direct Carbon Emissions: Applicants should demonstrate how the proposed vehicles or facility will reduce emissions of greenhouse gases from transit vehicle operations. FTA will evaluate the rate of direct carbon emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the contingency fleet as a result of the proposed project, as well as comparable standard buses.

ii. Grants for Buses and Bus Facilities Program

Applicants to the Buses and Bus Facilities Program will be evaluated based on how well they describe how the proposed project will improve the condition of, or otherwise modernize, the transit system; improve the reliability of transit service for its riders;

enhance access and mobility within the service area, particularly for low-income or underserved communities; and expand accessibility for people with disabilities.

Safety: FTA will evaluate the potential for projects to provide positive safety benefits for all users, while not negatively impacting safety for all users. Applicants may describe how the project will reduce the frequency of safety events and/or improve the outcomes of safety events.

System Condition: FTA will evaluate the potential for replacement projects to improve the condition of the transit system by rehabilitating or replacing assets that are in poor condition or have surpassed their minimum or intended useful life benchmarks. Applicants may describe the benefits of reducing breakdowns and service interruptions; increasing service performance; and/or reducing the cost of maintaining outdated vehicles, facilities and equipment.

Enhanced Access and Mobility: FTA will evaluate the potential for expansion projects to improve access and mobility for the transit riding public, particularly for low-income and underserved communities, including improved headways, creation of new transportation choices, or eliminating gaps in the current route network. Proposed benefits should be based on documented ridership demand, based on indicators like area population density, employment served, and existing and planned affordable housing in the corridor, and be well-described or documented through a study or route planning proposal.

Applicants that intend to apply to both programs must submit information that addresses the requirements of both programs as described above.

c. Planning and Local or Regional Prioritization

Applicants must demonstrate how the proposed project is consistent with local and regional long-range planning documents and local government priorities. FTA will evaluate applications based on the quality and extent to which the project is consistent with the transit priorities identified in the long-range plan for all proposals; contingency or illustrative projects included in that plan; or the locally developed human services public transportation coordinated plan. Applicants may submit copies of the relevant pages of such plans to support their application. FTA will consider how the project will support regional goals and applicants may submit support letters from local and regional planning organizations attesting to the consistency of the proposed project with these plans. Applicants are encouraged to also consult DOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making at *https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making.*

Evidence of additional local or regional prioritization may include letters of support for the project from local government officials, public agencies, and non-profit or private sector supporters.

Applicants may also address how the proposed project will impact overall system performance, asset management performance, or specific performance measures tracked and monitored by the applying entity to demonstrate how the proposed project will address local and regional planning priorities.

For applications related to zero-emission vehicles (including vehicles, facilities, equipment, etc.) under either the Low-No or Buses and Bus Facilities programs, applicants are required by law (49 U.S.C. 5339(c)(3)(D)) to submit a Zero-Emission Fleet Transition Plan. This plan must be a separate document from other local or regional planning documents and must: (1) demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current application and future acquisitions; (2) address the availability of current and future resources to meet costs for the transition and implementation; (3) consider policy and legislation impacting relevant technologies; (4) include an evaluation of existing and future facilities and their relationship to the technology transition; (5) describe the partnership of the applicant with the utility or alternative fuel provider; and (6) examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid the displacement of the existing workforce. FTA has developed resources for applicants regarding the development of this plan which can be found at *https://www.transit.dot.gov/funding/grants/zero-emission-fleet-transition-plan.* For agencies with smaller fleets, a fleet transition plan need not be complex and should be tailored as applicable, but it still must address all six elements. For applications from State departments of transportation, the state may either provide a fleet transition plan that covers some or all of the subrecipients, attach individual plans developed by the subrecipients, or a combination of both.

d. Local Financial Commitment

Applicants must identify the source of the local cost share and describe whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will consider the availability of the local cost share as evidence of local financial commitment to the project. Applicants should submit evidence of the availability of funds for the project; for example, by including a board resolution, letter of support from the State, a budget document highlighting the line item or section committing funds to the proposed project, or other documentation of the source of local funds. FTA will favorably view an applicant that proposes to use grant funds only for the incremental cost of new technologies over the cost of replacing vehicles with standard propulsion technologies.

e. Project Implementation Strategy

FTA will rate projects higher if grant funds can be obligated within 12 months of selection and the project can be implemented within a reasonable time frame. In assessing when funds can be obligated, FTA will consider whether the project qualifies for a Categorical Exclusion (CE), or whether the required environmental work has been initiated or completed for projects that require an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act of 1969 (NEPA). As such, applicants should submit information describing the project's anticipated path and timeline through the environmental review process for all proposals, including those that may qualify for a CE. The proposal must state when grant funds can be obligated and indicate the timeframe under which the Metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) can be amended to include the proposed project.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals, or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the

project, such as through letters of support.

Applicants that have identified a cooperative procurement strategy listed in Section 3019 of the Fixing America's Surface Transportation Act (Pub. L. 114–94; 49 U.S.C. 5325, note) are encouraged to describe the method chosen as part of their implementation plans and how such a cooperative procurement will reduce costs.

For proposals that involve a partnership with a manufacturer, vendor, consultant, or other third party, applicants must identify by name any project partners, including, but not limited to, other transit agencies, bus manufacturers, owners or operators of related facilities, or any expert consultants. Such partnerships are permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)) only for applicants proposing a low or no emission project under both the Buses and Bus Facilities Program and the Low-No Program, or for applicants proposing only a low or no emission project under the Low-No program. FTA will evaluate the experience and capacity of the named project partners to successfully implement the proposed project based on the partners' experience and qualifications. Applicants are advised to submit information on the partners' qualifications and experience as a part of the application. Entities to be involved in the project that are not named in the application must be selected through ordinary procurement processes.

f. Technical, Legal, and Financial Capacity

Applicants must demonstrate that they have the technical, legal, and financial capacity to undertake the project.

FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical, or financial issues with the applicant that would affect the outcome of the proposed project. Applicants with outstanding legal, technical, or financial compliance issues from an FTA compliance review or Federal Transit grant-related Single Audit finding must explain how corrective actions taken will mitigate negative impacts on the proposed project.

2. Review and Selection Process

A technical evaluation committee will evaluate proposals based on the published evaluation criteria. FTA may request additional information from applicants, if necessary. Based on the review of the technical evaluation committee, the FTA Administrator will determine the final selection of projects for program funding. In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, whether an applicant is from a small urban or rural area or is a tribal government, and the applicant's receipt of other competitive awards. FTA may also consider capping the amount a single applicant may receive.

After applying the above criteria, to address climate change and improve sustainability, FTA will give priority consideration to applications that are expected to create significant community benefits relating to the environment, including those projects that incorporate low or no emission technology or specific elements to address greenhouse gas emissions and climate change impacts. Amongst vehicle applications that include at least twenty zero-emission 40-foot buses, FTA will give priority consideration to applications that identify greater emission reductions. To be considered for priority consideration, vehicle applications for at least twenty zero-emission 40-foot buses must use the FTA FY 2023 Bus and Low-No Emission Reduction Calculator which can be found at *https://www.transit.dot.gov/funding/grants/fy-2023-bus-and-low-no-emission-reduction-calculator,* attach the file, and include the amount of reductions per vehicle in the supplemental form.

FTA will also prioritize a zero-emission project higher than other zero-emission projects if the applicant is able to demonstrate how the proposed project and fleet transition plan support the conversion of the agency's overall fleet to zero emissions.

FTA will also provide priority consideration for applicants that describe how their projects support workforce development, job quality, and wealth creation as follows:

Applicants for facility projects should identify whether they will commit to registered apprenticeship positions and use apprentices on the funded project, sometimes called an apprenticeship utilization requirement (*e.g.,* requiring that a certain percent of all labor hours will be performed by registered apprentices); AND detail partnerships with high-quality workforce development programs with supportive services [1] to help train, place, and retain underrepresented communities in jobs and registered apprenticeships on the project; and, for facility projects over $35 million in total project cost, whether the project will use a Project Labor/Community Workforce Agreement and, for facility projects over $35 million, whether the recipient commits to participate in the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Mega Construction Project Program if selected by OFCCP (see F.2.e. *Federal Contract Compliance*).

To support efficient and cost-effective vehicle procurements, FTA will provide priority consideration to applicants that identify their intent to use a procurement method that reduces customization, such as a joint procurement or procurement using an existing schedule. The applicant should identify the proposed approach, other partners if applicable, and how the procurement approach reduces vehicle customization. FTA will evaluate each project on its own merits and selection of one participant indicating their intent to pursue a joint procurement will be independent of selection of other potential participants. If after selection, the proposed procurement method is no longer feasible due to other selections made, the applicant may proceed with a different methodology.

Among zero-emission applications, FTA will give priority consideration to zero-emission applicants that are able to demonstrate that they have consulted with workforce representatives on all aspects of the workforce section of the fleet transition plan; AND include steps to provide or connect workers to supportive services (such as childcare and transportation assistance); AND identify the use of at least one of the following in their plan (1) use of labor-management partnerships for training; (2) use of registered apprenticeship training to support skilling of incumbent and entry-level workers with focus on using registered apprenticeship to advance Black, Hispanic, Asian American, Native Hawaiian and Pacific Islanders, tribal, women, and other groups facing systemic barriers to employment that may be underrepresented in the current workforce, especially in higher-paying jobs.

FTA will also give priority consideration to projects that support the Justice40 initiative. In support of Executive Order 14008, DOT has been

[1] Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups such as mentoring, support groups, and peer networking.

developing a geographic definition of Historically Disadvantaged Communities as part of its implementation of the Justice40 Initiative. Consistent with OMB's Interim Guidance for the Justice40 Initiative, Historically Disadvantaged Communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States. Applicants may use DOT's Transportation Disadvantaged Census Tracts (arcgis.com) tool to identify whether the project impact area encompasses disadvantaged communities: *https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfcc8b44525b04c7ce748a3674a.* Use of this map tool is optional; applicants may provide an image of the map tool outputs, or alternatively, consistent with OMB's Interim Guidance, applicants can supply quantitative, demographic data of their ridership demonstrating the percentage of their ridership that meets the criteria described in Executive Order 14008 for disadvantage. Examples of Historically Disadvantaged Communities that an applicant could address using geographic or demographic information include low income, high and/or persistent poverty, high unemployment and underemployment, racial and ethnic residential segregation, linguistic isolation, or high housing cost burden and substandard housing. Additionally, in support of the Justice40 Initiative, the applicant also should identify how they considered the benefits and potential burdens a project may create, who would experience them and how they may be measured over time, with a specific focus on how the benefits and potential burdens will impact underserved/disadvantaged communities; and, identify how the applicant utilized a meaningful public involvement process, inclusive of disadvantaged populations, throughout the lifecycle of a project. For technical assistance using the mapping tool, please contact *GMO@dot.gov.*

Due to funding limitations, projects that are selected for funding may receive less than the amount originally requested, even if an application did not present a scaled project option. In those cases, applicants must be able to demonstrate that the proposed projects are still viable and can be completed with the amount awarded.

3. Integrity and Performance Review

Prior to making an award with a total amount of Federal share greater than the simplified acquisition threshold (currently $10,000), FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) accessible through SAM. An applicant may review and comment on information about itself that a Federal awarding agency previously entered. FTA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206.

F. Federal Award Administration Information

1. Federal Award Notices

FTA will announce the final project selections on the FTA website. Selectees should contact their FTA Regional Offices for additional information regarding allocations for projects. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects (see Section D.5 of this notice for more information). There is no blanket pre-award authority for these projects before announcement.

2. Administrative and National Policy Requirements

a. Grant Requirements

If selected, awardees will apply for a grant through FTA's Transit Award Management System (TrAMS). Recipients of funding in urban areas according to the 2010 Census are subject to the grant requirements of the Urbanized Area Formula Grants program (49 U.S.C. 5307), including those of FTA Circular ''Urbanized Area Formula Program: Program Guidance and Application Instructions'' (FTA.C.9030.1E). Recipients of funding in rural areas according to the 2010 Census are subject to the grant requirements of the Formula Grants for Rural Areas Program (49 U.S.C. 5311), including those of FTA Circular ''Formula Grants for Rural Areas: Program Guidance and Application Instructions'' (FTA.C.9040.1G). All recipients must accept the FTA Master Agreement and follow FTA Circular ''Award Management Requirements'' (FTA.C.5010.1E) and the labor protections required by Federal public transportation law (49 U.S.C. 5333(b)). Technical assistance regarding these requirements is available from each FTA regional office.

By submitting a grant application, the applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, directives, FTA circulars and other Federal administrative requirements in carrying out any project supported by the FTA grant, including the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). Further, the applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

Applicants for the Buses and Bus Facilities Program are encouraged to utilize the innovative procurement practices found in Section 3019 of the Fixing America's Surface Transportation Act (49 U.S.C. 5325, note). Please see details at *https://www.transit.dot.gov/funding/grants/innovative-procurement-leasing-fact-sheet-section-3019.* If selected for funding, any project that purchases fewer than five buses through a standalone procurement must provide a written explanation why the tools authorized under Section 3019 were not utilized.

As authorized by Section 25019 of the BIL, applicants are encouraged to implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by the grant, including pre-hire agreements, subject to any applicable State and local laws, policies, and procedures.

b. Buy America and Domestic Preferences for Infrastructure Projects

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the Executive Branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Therefore, all capital procurements must comply with FTA's Buy America requirements (49 U.S.C. 5323(j)), which require that all iron, steel, and manufactured products be produced in the United States. In addition, any award must

comply with the Build America, Buy America Act (BABA) (Pub. L. 117–58, sections 70901–27). BABA provides that none of the funds provided under an award made pursuant to this notice may be used for a project unless all iron, steel, manufactured products, and construction materials are produced in the United States. FTA's Buy America requirements are consistent with BABA requirements for iron, steel, and manufactured products.

Any proposal that will require a waiver of any domestic preference standard must identify the items for which a waiver will be sought in the application. Applicants should not proceed with the expectation that waivers will be granted.

c. Civil Rights Requirements

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan (alternatively called a Public Participation Plan and often part of the overall Title VI program plan), if applicable. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

d. Disadvantaged Business Enterprise

Recipients of planning, capital, or operating assistance that will award prime contracts (excluding transit vehicle purchases), the cumulative total of which exceeds $250,000 in FTA funds in a Federal fiscal year, must comply with the Disadvantaged Business Enterprise (DBE) program regulations (49 CFR part 26).

To be eligible to bid on any FTA-assisted vehicle procurement, entities that manufacture transit vehicles or perform post-production alterations or retrofitting must be certified Transit Vehicle Manufacturers (TVM). If a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (*e.g.,* replacing major components such as engine to provide a ''like new'' vehicle), the vehicle remanufacturer must be a certified TVM.

The TVM rule requires that, prior to bidding on any FTA-assisted vehicle procurement, manufacturers of transit vehicles submit a DBE Program plan and annual goal methodology to FTA. FTA then will issue a TVM concurrence and certification letter. Grant recipients must verify each manufacturer's TVM status before accepting its bid. A list of compliant, certified TVMs is posted on FTA's website at *https://www.transit.dot.gov/TVM.* Recipients should contact FTA before accepting a bid from a manufacturer not on this list. In lieu of using a certified TVM, a recipient may establish project-specific DBE goals for its vehicle procurement. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Monica McCallum, FTA Office of Civil Rights, 206–220–7519, *Monica.McCallum@dot.gov.*

e. Federal Contract Compliance

As a condition of grant award and consistent with E.O. 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally-assisted construction contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP may identify construction projects that receive an award under this notice that have a project cost above $35 million to participate in OFCCP's Mega Construction Project Program. If selected and the applicant agrees to participate, OFCCP will ask selected project sponsors to make clear to prime contractors in the pre-bid phase that award terms may require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under ''Scheduling'' on the Department of Labor website: *https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.*

f. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and Metropolitan Planning Organizations (MPOs) in areas likely to be served by the project funds made available under this program. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding.

3. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA's electronic grants management system. Recipients of funds made available through this NOFO are also required to regularly submit data to the National Transit Database. Recipients should include any goals, targets, and indicators referenced in their applications in the Executive Summary of the TrAMS application.

FTA is committed to making evidence-based decisions guided by the best available science and data. In accordance with the Foundations for Evidence-based Policymaking Act of 2018 (Evidence Act), FTA may use information submitted in discretionary funding applications; information in FTA's Transit Award Management System (TrAMS), including grant applications, Milestone Progress Reports (MPRs), Federal Financial Reports (FFRs); transit service, ridership and operational data submitted in FTA's National Transit Database; documentation and results of FTA oversight reviews, including triennial and state management reviews; and other publicly available sources of data to build evidence to support policy, budget, operational, regulatory, and management processes and decisions affecting FTA's grant programs.

As part of completing the annual certifications and assurances required of FTA grant recipients, a successful applicant must report on the suspension or debarment status of itself and its principals. If the award recipient's active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of an

award made pursuant to this Notice, the recipient must comply with the Recipient Integrity and Performance Matters reporting requirements described in Appendix XII to 2 CFR part 200.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please email *FTALowNoBusNOFO@dot.gov,* or call Margaretta Veltri, FTA Office of Program Management, at 202–366–5094. A TDD is available for individuals who are deaf or hard of hearing at 800–877–8339. In addition, FTA will post answers to questions and requests for clarifications on FTA's website at *https://www.transit.dot.gov/lowno.* To ensure applicants receive accurate information about eligibility or the program, applicants are encouraged to contact FTA with questions directly, rather than through intermediaries or third parties.

For issues with *GRANTS.GOV,* please contact *GRANTS.GOV* by phone at 1–800–518–4726 or by email at *support@grants.gov.* Contact information for FTA's regional offices can be found on FTA's website at *https://www.transit.dot.gov/about/regional-offices/regional-offices.*

H. Other Information

User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at *https://www.transportation.gov/rural.*

This program is not subject to Executive Order 12372, ''Intergovernmental Review of Federal Programs.''

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If an applicant submits information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it ''Contains Confidential Business Information (CBI);'' (2) mark each page that contains confidential information with ''CBI;'' (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. FTA will protect confidential information complying with these requirements to the extent required under applicable law. If FTA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FTA will follow the procedures described in DOT's FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential will be exempt from disclosure under FOIA.

Nuria I. Fernandez,

Administrator.

[FR Doc. 2023–01654 Filed 1–26–23; 8:45 am]

BILLING CODE 4910–57–P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

Petition for Exemption From the Federal Motor Vehicle Theft Prevention Standard; Ford Motor Company

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Grant of petition for exemption.

SUMMARY: This document grants in full the Ford Motor Company (Ford) petition for exemption from the Federal Motor Vehicle Theft Prevention Standard (theft prevention standard) for its Mustang Mach-E vehicle line beginning in model year (MY) 2024. The petition is granted because the agency has determined that the antitheft device to be placed on the line as standard equipment is likely to be as effective in reducing and deterring motor vehicle theft as compliance with the parts-marking requirements of the theft prevention standard. Ford also requested confidential treatment for specific information in its petition. Therefore, no confidential information provided for purposes of this notice has been disclosed.

DATES: The exemption granted by this notice is effective beginning with the 2024 model year.

FOR FURTHER INFORMATION CONTACT: Carlita Ballard, Office of International Policy, Fuel Economy, and Consumer Programs, NHTSA, West Building, W43–439, NRM–310, 1200 New Jersey Avenue SE, Washington, DC 20590. Ms. Ballard's phone number is (202) 366–5222. Her fax number is (202) 493–2990.

SUPPLEMENTARY INFORMATION: Under 49 U.S.C. chapter 331, the Secretary of Transportation (and the National Highway Traffic Safety Administration (NHTSA) by delegation) is required to promulgate a theft prevention standard to provide for the identification of certain motor vehicles and their major replacement parts to impede motor vehicle theft. NHTSA promulgated regulations at 49 CFR part 541 (theft prevention standard) to require parts-marking for specified passenger motor vehicles and light trucks. Pursuant to 49 U.S.C. 33106, manufacturers that are subject to the parts-marking requirements may petition the Secretary of Transportation for an exemption for a line of passenger motor vehicles equipped with an antitheft device as standard equipment that the Secretary decides is likely to be as effective in reducing and deterring motor vehicle theft as compliance with the parts-marking requirements. In accordance with this statute, NHTSA promulgated 49 CFR part 543, which establishes the process through which manufacturers may seek an exemption from the theft prevention standard.

49 CFR 543.5 provides general submission requirements for petitions and states that each manufacturer may petition NHTSA for an exemption of one vehicle line per model year. Among other requirements, manufacturers must identify whether the exemption is sought under section 543.6 or section 543.7. Under section 543.6, a manufacturer may request an exemption by providing specific information about the antitheft device, its capabilities, and the reasons the petitioner believes the device to be as effective at reducing and deterring theft as compliance with the parts-marking requirements. Section 543.7 permits a manufacturer to request an exemption under a more streamlined process if the vehicle line is equipped with an antitheft device (an ''immobilizer'') as standard equipment that complies with one of the standards specified in that section.[1]

[1] 49 CFR 543.7 specifies that the manufacturer must include a statement that their entire vehicle line is equipped with an immobilizer that meets one of the following standards:

(1) The performance criteria (subsection 8 through 21) of C.R.C, c. 1038.114, Theft Protection and Rollaway Prevention (in effect March 30, 2011), as excerpted in appendix A of [part 543];

(2) National Standard of Canada CAN/ULC–S338–98, Automobile Theft Deterrent Equipment and Systems: Electronic Immobilization (May 1998);

(3) United Nations Economic Commission for Europe (UN/ECE) Regulation No. 97 (ECE R97), Uniform Provisions Concerning Approval of Vehicle Alarm System (VAS) and Motor Vehicles with Regard to Their Alarm System (AS) in effect August 8, 2007; or

RESOLUTION NO. 21- 80

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING MONTEBELLO BUS LINES' ZERO-EMISSION BUS ROLLOUT PLAN

RECITALS

WHEREAS, in December 2018, the Innovative Clean Transit (ICT) regulation was adopted by the State of California, requiring all public transit agencies to gradually transition to a one hundred (100) percent ZEB fleet; and

WHEREAS, the ICT regulation aligns with other State policies, including, the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation; and

WHEREAS, the ICT regulation also requires each transit agency to submit a complete Rollout Plan, approved by its governing body, to the California Air Resources Board (CARB) showing how it plans to achieve a full transition to zero-emission technologies by 2040; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through Montebello Bus Lines (the "Transportation Department") provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines will submit the Zero Emission Bus Rollout Plan (Rollout Plan) to CARB on behalf of the City for review and approval.

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

APPROVES MONTEBELLO BUS LINES ZERO-EMISSION BUS ROLLOUT PLAN; AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is approved to submit the Rollout Plan to CARB on behalf of the City of Montebello by and through the Montebello Bus Lines.

2. Montebello Bus Lines (MBL) Zero Emissions Bus Rollout Plan has met the following requirements in accordance with ICT regulation by specifically addressing:

- The Transit agency's information.
- A goal of full transition to zero-emission buses by 2040 with a strategic plan that coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy.
- The type(s) of zero-emission bus technologies MBL is planning to deploy, which include the fleet transition schedule over the next 20-year period.
- MBL's current bus fleet composition and future bus purchases.
- Facilities and infrastructure modifications.
- Providing service in disadvantaged communities.
- Workforce training.
- Potential funding sources.
- Start-up and scale-up challenges.

3. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments and/or changes to the Zero Emission Bus Rollout Plan; provided such modifications, adjustments and/or changes are done for good cause and notice is given to the California Air Resources Board of the proposed changes.

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 27th day of October 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-80 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 27th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES: Jimenez, Melendez, Torres, Peralta, Cobos-Cawthorne
NOES: None
ABSTAIN: None
ABSENT: None

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

DATE: 11/10/2021

Christopher Jimenez, City Clerk

Montebello Bus Lines
Zero Emission Bus Rollout Plan

October 27, 2021

Montebello
BUS LINES

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SECTION A: Transit Agency Information

1. Transit Agency's Name	Montebello Bus Lines
2. Mailing Address	400 S. Taylor Ave Montebello, CA 90640
3. Name of Transit Agency's Air Districts	South Coast Air Quality Management District
4. Name of Transit Agency's Air Basin	South Coast Air Basin
5. Total Number of Buses in Annual Maximum Service	66
6. Population of Urbanized Area Transit Agency Services *(Last Published by the Census Bureau as of 2019)*	520,344
7. Contact Information	Adrianna Kendricks Acting Director of Transportation (323)558-1625 ext. 201 akendricks@cityofmontebello.com
8. Is your agency part of a Joint Group (13 CCR§2023.1 (d) (3))?	**Yes☐** **No☒**

SECTION B: Rollout Plan General Information

1. **Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses (13 CCR § 2023.1(d)(1)(A))?**

   Yes.

2. **The ICT regulation requires 100% ZEB purchase in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal.**

   Montebello Bus Lines (MBL) will begin purchasing zero-emission buses (ZEB) in the first quarter of 2023, and gradually purchase additional ZEBs through 2040. This purchasing strategy will coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy. MBL does not intend to acquire additional non-ZEBs after 2023.

3. **When did your transit agency's board or governing body approve the Rollout Plan?**

   a. Rollout Plan's approval date: 10/27/2021
   b. Resolution number: 21 - 80
   c. Is a copy of the board approved resolution attached to the Rollout Plan submitted to CARB (13 CCR § 2023.1(d) (2))? Yes

4. **Please provide contact information for CARB to follow up on details of the Rollout Plan, if needed.**

   a. Contact name: John Soria
   b. Title: Transit Administration Manager
   c. Phone Number: (323) 558-1625 ext.106
   d. Email: jsoria@cityofmontebello.com

5. **Who assisted in creating the Rollout Plan?**

   MBL staff worked with bus manufacturing consultants and representatives to create a customized plan that considers MBL's Current Bus Fleet Composition and Future Bus Purchases, Facilities and Infrastructure Modifications, Workforce Training, Potential Funding Sources, and Start-up and Scale-up Challenges.

SECTION C: Technology Portfolio

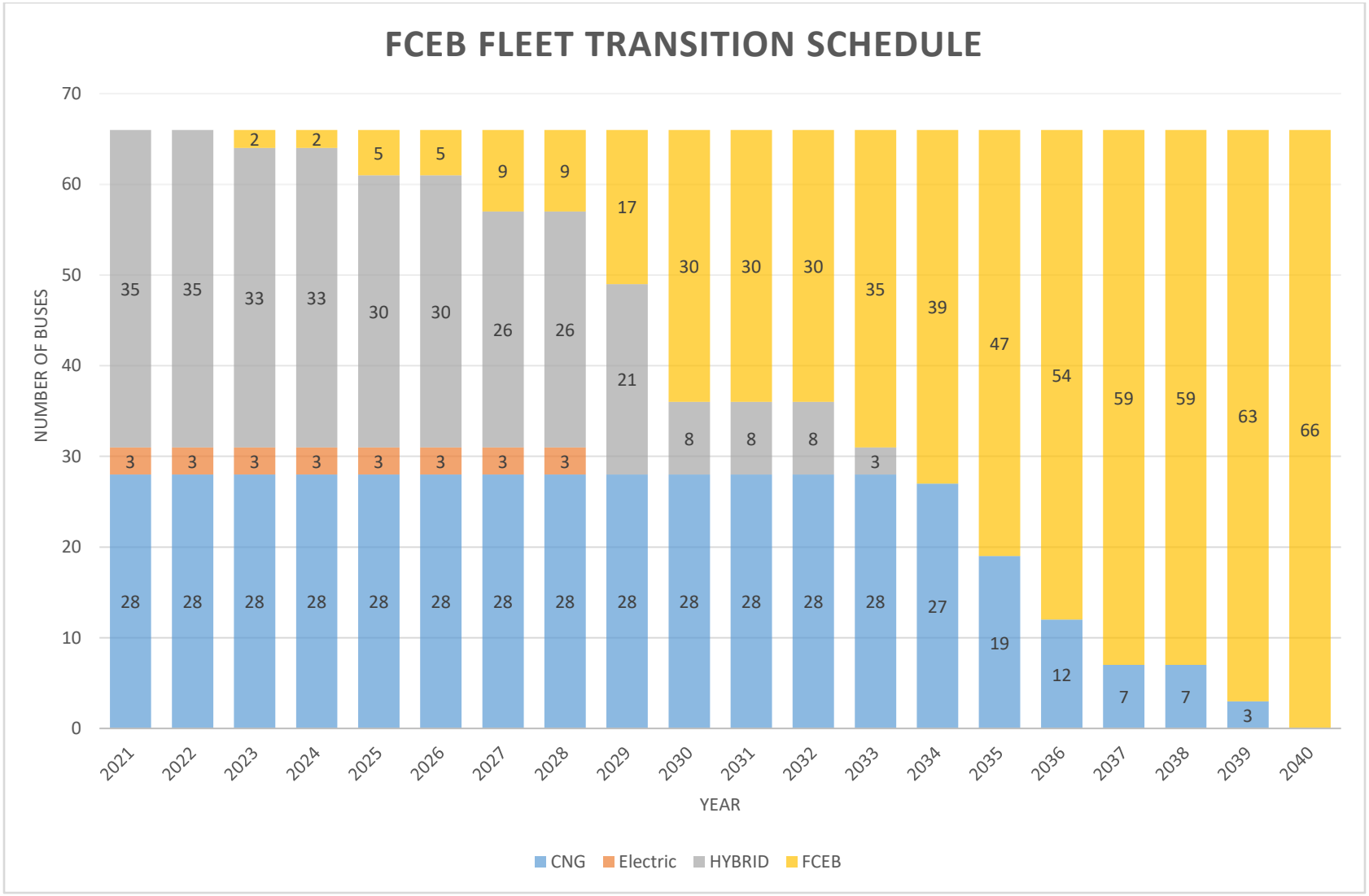
1. What type(s) of zero-emission bus technologies does your transit agency plan to deploy through 2040? (13 CCR § 2023.1(d)(1)(B))

MBL intends to deploy a complete fleet of Fuel Cell Electric Buses (FCEB). While Battery Electric Buses (BEBs) are also ZEBs with several notable configurations, MBL concluded that FCEBs are more efficient and better aligned with the transit agency's operational needs. Key considerations used to identify the preferred option were performance and ease of implementation. FCEBs can accommodate larger energy demands over the BEBs. In addition, FCEB technology is operationally flexible during power outages and rolling blackouts. According to bus manufacturer, New Flyer of America, Inc., FCEBs provide the following:

- Long-range transit services of 350 miles without refueling.
- Refueling process between 8 – 20 minutes.
- Increased bus life expectancy of 16 years (CNG – 12 years).
- Increased passenger load capacity of 82 (CNG – 62).

Further considerations were made regarding infrastructure needs for both types of ZEBs. Deploying an FCEB fleet will not require significant changes to the current infrastructure and will provide long term cost savings when compared to a BEB fleet. Figure 1 illustrates MBL's plan to achieve a complete FCEB fleet by 2040. The procurement of FCEBs and the gradual development of MBL's infrastructure to receive and support its new fleet will begin in 2023.

FIGURE 1: MBL's FCEB Fleet Transition Schedule Over the next 20-Year Period



SECTION D: Current Bus Fleet Composition and Future Bus Purchases

Please complete Table 1 with information on each individual bus in your current bus fleet.

Table 1 represents MBL's fleet as of the fourth quarter of 2021. Listed are vehicles that routinely operate in service, as well as a supporting contingency fleet.

TABLE 1: Bus Information for Current Bus Fleet

Series	Model Year	No. of Buses	Active/Non-Active	Bus Type	Engine Model Year	Engine Serial Number	Engine Model	Engine Family	Fuel Type
SR952	2005	3	NON-ACTIVE	New Flyer	2010	R07470255	FORD	5ISEC6.8HB	UNLEADED/HYBRID
SR1224	2008	11	ACTIVE	New Flyer	2010	R07721220	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1224	2008	3	ACTIVE	New Flyer	N/A	N/A	N/A	N/A	ELECTRIC
SR1363	2009	8	ACTIVE	New Flyer	2010	R07443458	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1362	2009	16	ACTIVE	New Flyer	2010	R07454955	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1490	2011	3	ACTIVE	New Flyer	2010	73165084	ISLG 280	ACEZH0540LBD	CNG
SR1570	2011	4	ACTIVE	New Flyer	2011	73321795	ISLG 280	BCEXH0540LBG	CNG
SR1683	2013	8	ACTIVE	New Flyer	2013	73504250	ISLG 280	DCEXH0540LBG	CNG
SR2049	2016	7	ACTIVE	New Flyer	2016	74015640	ISLG 280	GCEXH0540LBG	CNG
SR2241	2018	5	ACTIVE	New Flyer	2018	74263223	ISLG 280	JCEXH0540LBM	CNG
SR2524	2020	1	ACTIVE	New Flyer	2020	74708434	L9N	LCEXHO540LBM	CNG

Please complete Table 2 regarding expected future bus purchases, including the number of buses in total expected to be purchased or leased in the year of purchase.

Identify the number and percentage of zero-emission buses of the total bus purchases each year, as well as bus types and fuel types. Identify the same type of information for purchases of conventional buses. Bus types include standard, articulated, over-the-road, double decker and cutaway buses. For zero-emission technologies, please identify the fuel type as hydrogen or electricity and the type of charging technology (depot, wireless, and/ or on-route). For conventional technologies, identify the fuel type as diesel, compressed natural gas (CNG), liquefied natural gas (LNG), diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline. (13 CCR § 2023.1(d) (1) (D))

Figure 2 illustrates a purchase forecast for MBL to acquire ZEBs while maintaining reliable service. The chart further demonstrates a projected schedule for MBL to fully convert to a ZEB fleet through procurement planning for future years. This process enables MBL to become familiar with the new technology and avoid service disruptions. In addition, the chart reflects the 12-year life span of the current fleet and the 16-year ZEB replacement plan beginning in 2023. Table 2 demonstrates MBL's commitment to a 100% ZEB procurement planning process beginning in 2023. Years in which buses are not purchased are omitted from the table.

FIGURE 2: MBL's Projected Annual FCEB Procurement

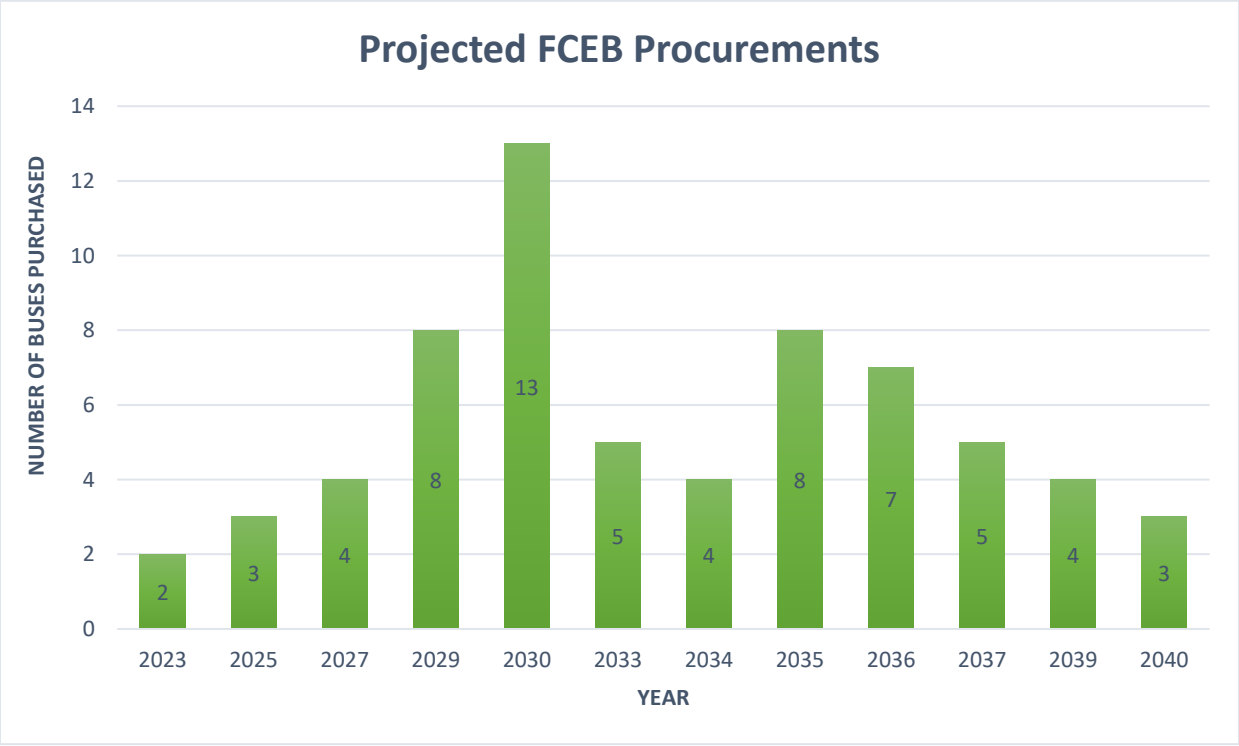


TABLE 2: MBL's Projected Annual ZEB Procurement Details

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percent of Annual Bus Purchases	ZEB Bus Type(s)/ZEB Fuel Type(s)	Number of Conventional Vehicles
2023	2	2	100%	40' Standard FCEB / Hydrogen	0
2025	3	3	100%	40' Standard FCEB / Hydrogen	0
2027	4	4	100%	40' Standard FCEB / Hydrogen	0
2029	8	8	100%	40' Standard FCEB / Hydrogen	0
2030	13	13	100%	40' Standard FCEB / Hydrogen	0
2033	5	5	100%	40' Standard FCEB / Hydrogen	0
2034	4	4	100%	40' Standard FCEB / Hydrogen	0
2035	8	8	100%	40' Standard FCEB / Hydrogen	0
2036	7	7	100%	40' Standard FCEB / Hydrogen	0
2037	5	5	100%	40' Standard FCEB / Hydrogen	0
2039	4	4	100%	40' Standard FCEB / Hydrogen	0
2040	3	3	100%	40' Standard FCEB / Hydrogen	0

Following the same bus purchase timeline as identified in Table 2, please identify in Table 3 the required operational range your future zero-emission buses should have to be able to serve in your fleet. Please provide the estimated cost of each bus with that required operational range.

Table 3 demonstrates consideration of the FCEBs achievable duty cycle and range based on the manufacturer's specifications. One of MBL's main reservations is the FCEBs ability to complete a full-service block without the need to refuel. An informal Line-by-Line analysis determined that the FCEB technology will generate adequate energy to provide reliable service for longer routes.

Within the first four years of the ZEB deployment, MBL will deploy nine FCEBs on three of its longest and busiest routes. In 2023, MBL will purchase two FCEBs to be deployed on Route 10. This route is approximately 13 miles in each direction with an average of six trips per day. Acknowledging the FCEBs 350 miles long-range capability, the buses will be expected to provide sufficient service without the need to refuel. After analyzing the performance of the first two FCEBs, MBL intends to deploy an additional three buses on Route 40 in 2025. The purchase and deployment of FCEBs on Route 10 and 40 will be to meticulously assess performance, efficiency, and identify any challenges. This strategic approach will assist MBL's scalability efforts during the transition process from conventional to zero-emission (ZE) transit buses.

Route 50 is MBL's longest route, covering 25.6 miles from 5th St/Beaudry Blvd to Adelfa Dr/Santa Gertrudes Blvd. While Route 50 is one of the most demanding and rigorous routes within MBL's system, MBL anticipates a 100% block achievability. Initially, MBL will deploy four new FCEBs on Route 50 and gradually increase the number of buses on route. Using the same methodology, MBL will purchase additional FCEBs to be deployed on the remaining routes: 20, 30, 60, 70, and 90.

Table 4 shows the average cost of ZEBs available for purchase using the Washington State Transit Bus Cooperative Master Contract. Although alternative pricing options are available on this Master Contract, the illustrated price is the current cost of a transit FCEB manufactured by New Flyer of America, Inc. Table 4 also depicts MBL's historic configurable options costs and the state sales tax.

TABLE 3: Verifying Block Achievability Throughout Fleet Transition

Timeline (Year)	Number of FCEBs in Fleet	Total Number of Active Buses in Fleet	Proportion of FCEBs in Fleet	Proportion of FCEB Achievable Blocks*
2023	2	66	3%	100%
2025	3	66	5%	100%
2027	4	66	6%	100%
2029	8	66	9%	100%
2030	13	66	14%	100%
2033	5	66	8%	100%
2034	4	66	15%	100%
2035	8	66	12%	100%
2036	7	66	11%	100%
2037	5	66	8%	100%
2039	4	66	6%	100%
2040	3	66	5%	100%

TABLE 4: Estimated Costs of Future ZEB Purchases

	40' BEB	*40' FCEB*
Average Bus Base Price from Washington State Contract	$805,000	$1,087,000
Estimated Cost of Configurable Option	$88,000	$88,000
Tax	10.25%	10.25%
Estimated Total Cost *	$984,533	$1,295,438

*Steady state pricing is assumed for modeling purposes. The general expectation is that but FCEB prices will fall, although there is not enough information to make a confident projection in future pricing.

Is your transit agency considering converting some of the conventional buses in service to zero-emission buses (13 CCR § 2023.1(d) (1) (E))?

No

SECTION E: Facilities and Infrastructure Modifications

Please complete Table 5 with names, locations, and main functions of transit agency divisions or facilities that would be involved in deploying and maintaining zero-emission buses.
Please limit the facilities to bus yards and facilities with maintenance, fueling, and charging functions, and exclude other operational functions like training centers, information and trip planning offices, and administrative buildings. Please identify which facility(ies) require construction, infrastructure modifications, or upgrades to support your transit agency's long-term transition to zero-emission technologies and the estimated timeline for such an upgrade. Please also specify the type(s) of infrastructure planned in each division or facility and provide their service capacities (e.g., en-route high-power charging system to deploy 20 BEB in 2025). (13 CCR § 2023.1(d) (1) (C)).

In the initial 2-5 years of the ZEB deployment, MBL intends to lease a mobile FCEB fueling station as a temporary short term solution. MBL considers the mobile fueling station to be a more efficient, cost-effective, and convenient option, while slowly transitioning to this innovative technology. During this period, MBL will conduct extensive research, infrastructure master planning, and design to accommodate a permanent fuel station as illustrated in Appendix A. Hydrogen infrastructure costs include maintenance bay upgrades for H2 detection, ventilation systems, and the build-out of a hydrogen fueling station which includes design, construction, and equipment installation costs. Figure 3 identifies these costs and the related bus procurement costs associated with each project year.

Figure 3 illustrates the projected annual infrastructure cost from the commencement of the ZEB project through 2040. MBL estimates it will expend approximately $600,000 by the end of the initial 5-year period. This cost will include facility modifications, the mobile hydrogen fuel station, and training sessions for maintenance staff and first responders. The initial infrastructure builds also correspond to the annual bus procurement schedule in Figure 2.

FIGURE 3: Estimated Annual Infrastructure Costs

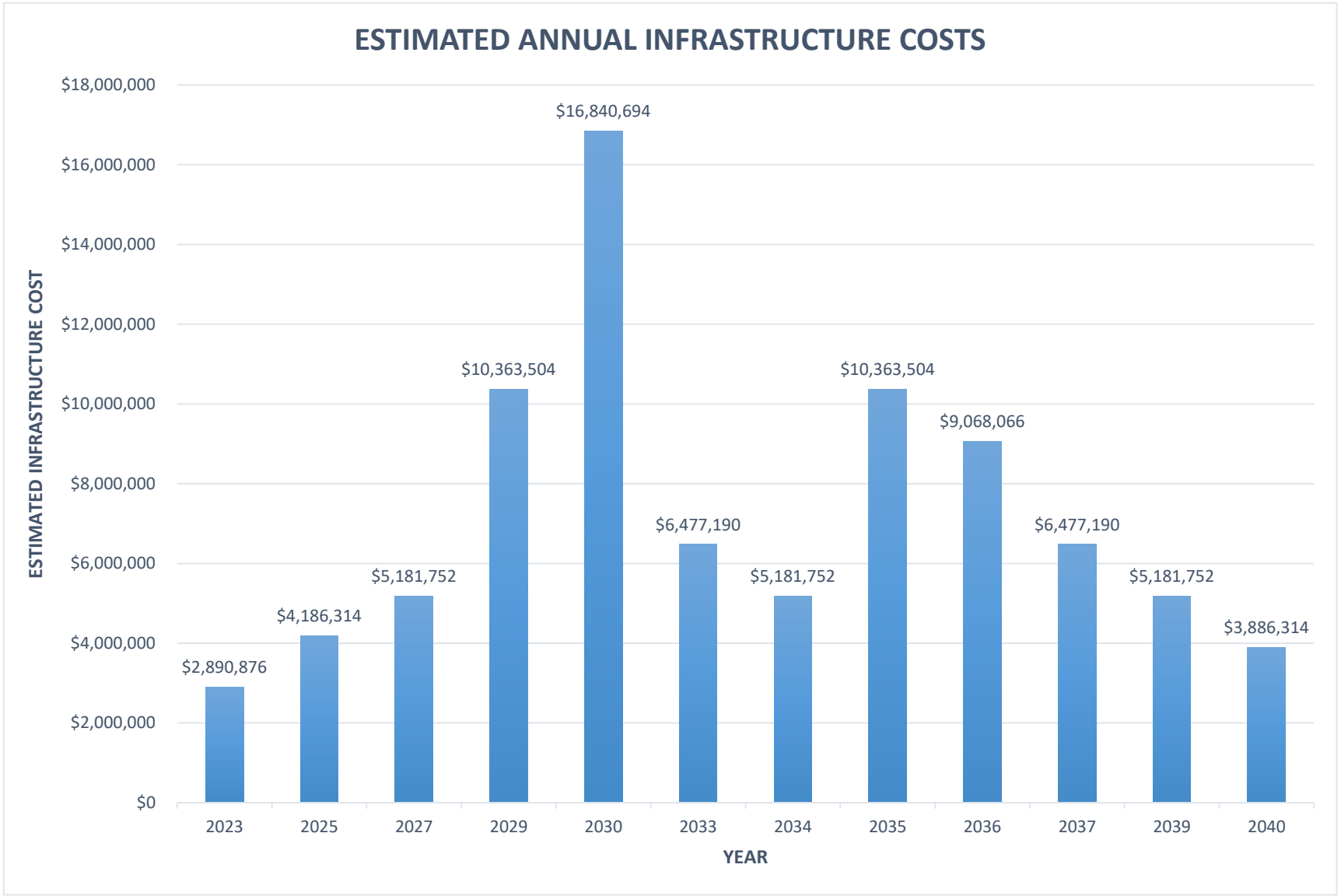


TABLE 5: Facilities Information and Construction Timeline

Division/ Facility Name	Address	Main Function(s)	Type(s) of Infrastructure	Service Capacity	Needs Upgrade?
MBL	400 S. Taylor Ave. Montebello, CA 90640	CNG, Hybrid, Electric, and FCEB Division	Hydrogen Fueling Station	70 Buses	Yes

Regarding the information provided in Table 5, please explain the types of necessary upgrades or infrastructure modifications each facility or division needs to support your transit agency's long-term transition to ZEB. Please also provide the specification of each infrastructure in the related facility or division before and after the upgrades or modifications.

To facilitate the transition from conventional CNG transit buses to a ZEB fleet, MBL plans to conduct extensive research analysis to better understand the functionality of a hydrogen fuel station, safety and security measures, related grid and utility functions, storage, compression, and ongoing maintenance and support mechanisms. In addition, MBL will incorporate the ZEB rollout plan into the agency's comprehensive operation analysis and short-range transit plan.

Do you expect to make any modifications to your bus parking arrangements? Explain the modifications and why they are needed.

An assessment of MBL's parking layout determined slight modifications to the parking lot design will be required. MBL will need to reconfigure the parking lot design to accommodate the hydrogen fueling station and provide designated parking areas for the FCEBs to refuel without disrupting the operation of the conventional bus fleet.

To optimize space, the parking area currently used to store the contingency fleet and surplus equipment will be converted to parking space for active buses. The intent of the parking lot redesign is to maintain an effective operational setup while transitioning into a ZEB fleet.

Do you expect to need additional parking spaces for completing the transition to zero-emission technologies? Explain why.

No. MBL has sufficient space to develop a hydrogen station infrastructure without encroaching on areas originally dedicated to bus parking.

In Table 6, please identify the propulsion system of all buses that will be dispatched from the facilities identified in Table 5.

TABLE 6: NOx-Exempt Area and Electric Utilities' Territories

Division/Facility Name	*Type(s) of Bus Propulsion Systems*	*Located in NOx-Exempt Area?*	*Name(s) of Electric Utility in Service Area*
MBL	CNG, Hybrid, Electric	No	Southern California Edison

Please identify the electric utilities in your transit agency's service area.

- Southern California Edison.

Note: The ICT regulation defines "NOx Exempt Areas" (13 CCR § 2023(b)(39)) as the following counties and air basins: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern Kern (the portion of Kern County within the Eastern Kern Air Pollution Control District), Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Monterey, Nevada, Northern Sonoma (as defined in title 17, California Code of Regulations, section 60100(e)), Plumas, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Siskiyou, Northern Sutter (the portion of Sutter County that is north of the line that extends from the south east corner of Colusa County to the southwest corner of Yuba County), the portion of El Dorado County that is within the Lake Tahoe Air Basin (as defined in title 17, California Code of Regulations, section 60113), the portion of Placer County that is East of Highway 89 or within the Lake Tahoe Air Basin, Trinity, Tehama, Tuolumne, and Yub.

Section F: Providing Service in Disadvantaged Communities

Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen?

Yes.

If yes, please describe how your transit agency is planning to deploy zero-emission buses in disadvantaged communities (13 CCR § 2023.1(d) (1) (F)).

MBL operates a network of 8 fixed routes and provides service to 117 disadvantaged communities (DAC). Currently, MBL operates three conventional buses converted to ZE with the purchase and deployment of two FCEBs tentatively scheduled for the first quarter of 2023. Additional FCEBs will be purchased every other year through 2040. To avoid service disruptions, the procurement planning process and progressive deployment of the new fleet will coincide with the replacement cycle of older conventional transit buses. MBL envisions a fully functional ZEB fleet to service all 117 DACs beginning 2040 (see Appendix B).

Please complete Table 7 with the estimated number of zero-emission buses your transit agency is planning to deploy in disadvantaged communities and the estimated timeline

TABLE 7: Service in Disadvantaged Communities

MBL Route	Expected Year of First ZEB Deployment	Year of Complete Route Electrification	Location of Disadvantaged Community By Census Tract Number
10	2023	2037	06037482002 06037530400 06037482701 06037530301 06037531701 06037531702 06037532303 06037531800 06037531901 06037531902 06037530204 06037530102 06037530101 06037532001 06037532002 06037532101 06037500700 06037500600 06037500402 06037501001 06037501300 06037501002 06037501400 06037502100 06037504504 06037501804 06037501802 06037501900 06037501700 06037503301
20	2034	2037	06037481102 06037481202 06037481103 06037482301 06037482401 06037482402 06037530003 06037530005 06037530006

cont'd			06037500500 06037530102 06037530101 06037532101 06037532002 06037532200
30	2033	2033	06037481603 06037481604 06037530204 06037531902 06037531800 06037531902 06037532303 06037532304 06037533902 06037534001 06037534202 06037534203 06037534201 06037536102
40	2027	2030	06037209200 06037207301 06037207302 06037206031 06037203032 06037206050 06037204410 06037204420 06037204600 06037204700 06037204300 06037204120 06037203900 06037531101 06037531201 06037531102 06037531503 06037530500 06037531504 06037530400 06037531603 06037530301 06037530302 06037530204 06037530203 06037530102

cont'd			06037530006 06037530004 06037530101 06037500500 06037500600 06037500404 06037500402 06037500403
50	2025	2035	06037209200 06037207301 06037224010 06037224020 06037226001 06037203031 06037206050 06037205120 06037532400 06037532302 06037532303 06037532001 06037532200 06037500700 06037502500 06037502401 06037502301 06037502200 06037502302 06037502100 06037502700 06037502004 06037501803 06037501504 06037501400 06037501803 06037501804 06037502003 06037502902 06037503902
60	2036	2036	06037500404 06037500402 06037500403 06037500600 06037502401 06037502602 06037502601

70	2035	2035	06037530003 06037530005 06037530203 06037530204 06037530006 06037530102 03037531902 06037532001 06037532002 06037532101 06037532200
90	2036	2036	06037209200 06037207400 06037207301 06037207302 06037206031 06037206032 06037206050 06037204600 06037204700 06037204810 06037203900 06037531101 06037531201 06037531102 06037531503 06037531000 06037530500 06037530400 06037530301 06037530302 06037530204 06037530203 06037530102 06037530006 06037530005 06037530004 06037530003

SECTION G: Workforce Training

Please describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies (13 CCR § 2023.1(d)(1)(G)). (Required)

The transition to an all-ZEB fleet will significantly alter MBL's service and operations due to different maintenance needs, operational best practices, and the change in technology. The conversion to ZE from the existing traditional internal combustion engine is logistically complicated and will impact the operational organization. A comprehensive operational analysis will be conducted to restructure the appropriate prerequisite of critical knowledge, skills, abilities, and other characteristics (KSAOs) for management and training to comply with ZEB innovations.

Photo 1: Hydrogen Fuel Pump Station

The original equipment manufacturer (OEM) of ZEB equipment (e.g., bus, charge management software, battery charging equipment, etc.) will provide training, included as a deliverable on the procurement contract. Internal training courses conducted on an annual, semi-annual, tri-annual, and on an as needed basis includes: Operator Refreshing, Bus Familiarization, New Operator, and New Bus Training.

Photo 2: Fuel Cell Energy Bus Refueling

Bus Operator training incorporates pre-trip inspections, door operators, emergency equipment operator, steering, operational concerns, DMV pre-trips, bus components and other related bus functions, and operations technology. Maintenance mechanic training embodies imperative technical bumper to bumper training focusing on preventive maintenance, high voltage hazards, personal protective equipment (PPE), component training, lock-out/tag-out inspections, diagnostic/troubleshooting, and charging/refueling source training. Proficiency in high voltage safety and proper use of PPE is required to minimize the risk of electrical shocks and arc flashes. In addition to OEM and internal training, maintenance and operations personnel will be required to participate in the Southern California Regional Transit Training

Consortium (SCRTTC) and Arc Flash Electrical Safety National Fire Protection Association (NFPA) 70E courses.

Transit supervisors will work collaboratively with local first responders, such as the Fire and Police Department, to conduct training comprised of bus familiarization, energy storage systems, and emergency shutdown procedures.

Personnel and positions requiring retraining upon the adoption of the ZEB Rollout Plan include, but are not limited to, those listed in Table 8.

TABLE 8: Forecasted Personnel and Positions Training Requirements

Position	Required Training
Facilities Maintenance Staff	Scheduled/unscheduled maintenance and repair of high-voltage systems of ZEBs equipment
Mechanics	Safety-related features and other components of ZEBs equipment
Service Workers	Proper charging/refueling protocol and procedures of ZEBs equipment
Towing Service Providers	Proper towing protocol and procedures for of ZEBs equipment
Transit Supervisors	Operations and safety-related protocol and procedures of ZEBs equipment
Bus Operators	Safety-related & operational protocol and procedures of ZEBs equipment, Pre-Trip inspections, and pantograph operations.
First Responders	Proper safety protocol and procedures for ZEBs equipment in the event of an accident

SECTION H: Potential Funding Sources

Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure) (13 CCR § 2023.1(d) (1) (H)).

MBL currently receives funding for the procurement and maintenance of its fleet from the following federal grant programs: the Federal Transit Administration's (FTA) Urbanized Area Formula; discretionary grant programs such as the Bus and Bus Facilities (B&BF) program; and Low or No Emission Vehicle Deployment Program (LoNo).

To secure funds for future fleet procurement processes, MBL will seek additional funding from state resources through grant opportunities such as Senate Bill 1 – State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP).

SECTION I: Start-up and Scale-up Challenges

Please describe any major challenges your transit agency is currently facing in small scale zero-emission bus deployment. (Optional). How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

Please describe any challenges your transit agency may face in scaling up zero-emission bus deployment. (Optional) How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

ZE technology is an innovative and progressive industry with significant unpredictable advancement challenges due to the developing nature of the unprecedented technology. These challenges pose a risk to transit performance, service reliability, capital, and operational and maintenance (O&M) costs.

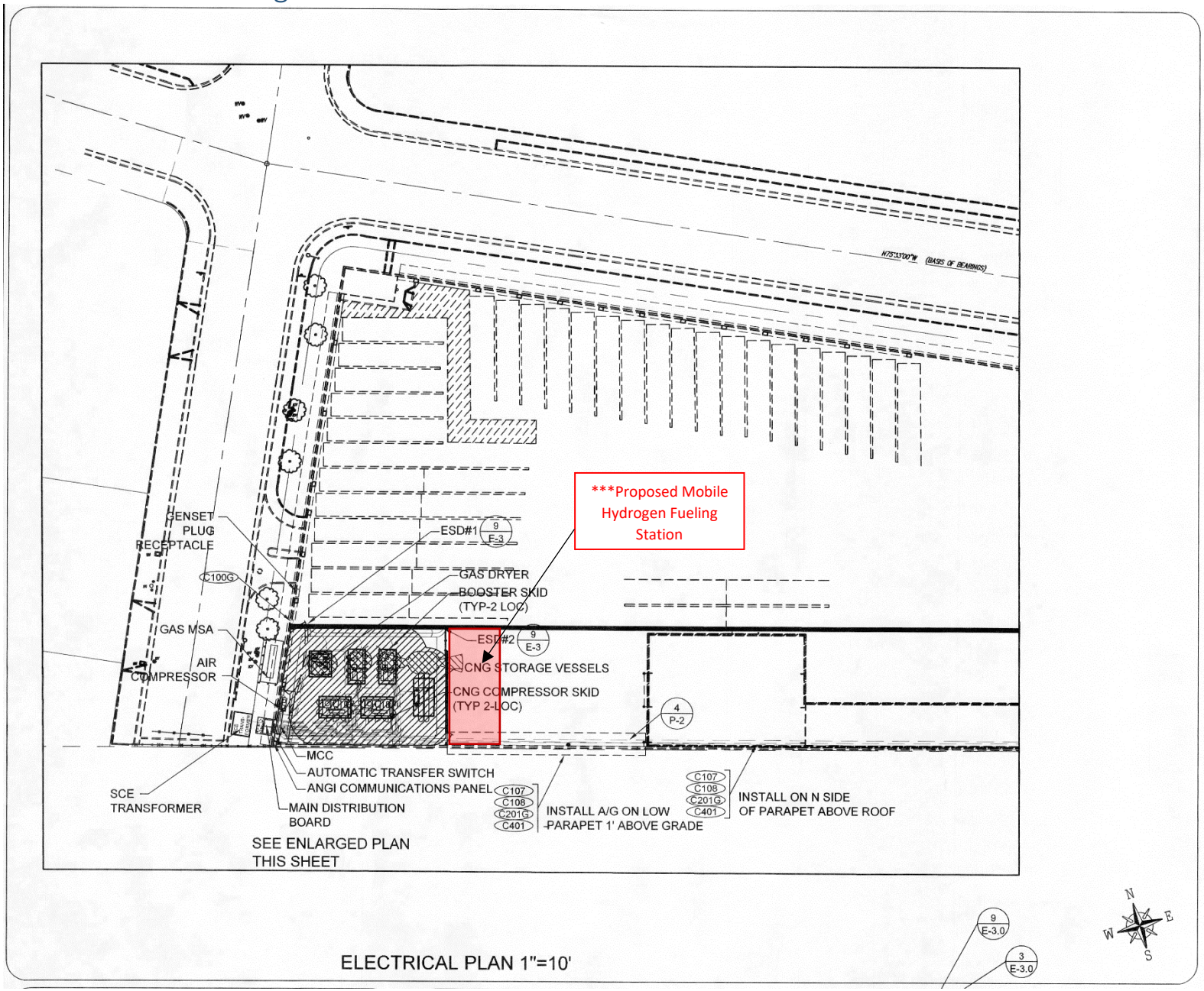
MBL has encountered multiple challenges since implementing the BEB Deployment Pilot Program in 2019. Major ongoing challenges with the deployment of ZEBs include OEM technical support and training, poor performance and range, high capital and O&M costs, funding, and facility infrastructure. The OEM technical support and training provided is insufficient to maintain and repair the BEBs. For each week of use, BEBs require a lead time of approximately three weeks for repairs due to the complexity of the electrical component. MBL's BEB fleet requires several hours to fully charge and suffers from underperforming batteries that are unable to attain the advertised range miles (265 miles per full charge) and lifespan. These BEBs attain 180 miles per full charge and the batteries self-discharge degraded more rapidly than the guaranteed expected shelf life. Consequently, battery replacements were accelerated at a high cost for replacement batteries and disposal fees. The high capital and O&M costs include, but are not limited to, electricity, towing services, proprietary products, software, and services associated with frequent equipment breakdowns. Deploying BEBs is not economically and operationally feasible for MBL's business operations. Correspondingly, MBL's historical records and experiences associated with ZEBs and ZE technology cast a long shadow of apprehension on the ZE industry.

The ZEB market value is notably greater than its alternative fuel counterparts, with an upward value of approximately $250,000. Additional upfront costs include a facility fuel infrastructure upgrade. CARB's influence in tax exemption, policy and law administration, and grant funding will help transit agencies adopt a ZE fleet with minimal setbacks.

Overall, MBL's current facility and infrastructure are not economically and operationally structured to support and sustain any ZEB deployment. MBL's present geographic footprint cannot accommodate expanding growth and requires innovative upgrades to the existing infrastructure. Therefore, any construction work will require a concurrent strategic plan that will not hinder daily operational activities. Funding sources are the most crucial component in executing any proposed project to support capital expenditures that account for the cost of assets, facility and infrastructure upgrades, O&M, workforce, and workforce training. CARB's presence as a central information system that provides and supports the latest research and development of ZEBs and ZE technology (e.g., ZEBs performances, O&M costs & labor hours, workforce training, OEM reports, etc.) can

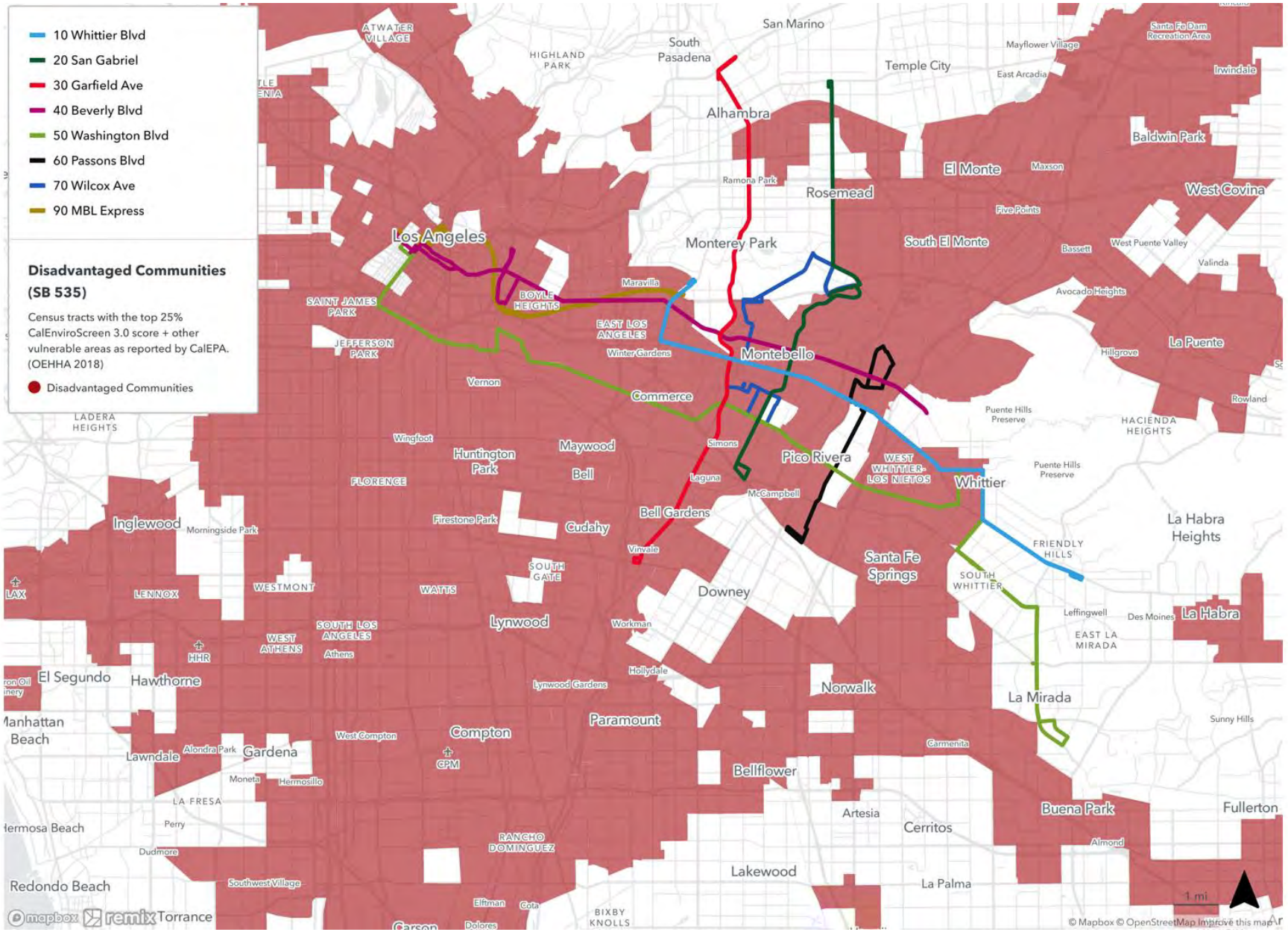
ensure transit agencies are retrieving the most current data and grant applications. The ZE industry is highly volatile, considering the fact that ZEB and ZE technology is progressively collecting new data and evolving from obsolete prototypes. Correspondingly, federal and state grant funding administers relief and mitigates the turmoil involved in the conversion to ZEBs and ZE technology.

APPENDIX A: MBL Site Renderings



Parks Maintenance
Montebello
Municipal Bus Lines
*** Proposed Mobile
Hydrogen Fueling Station

APPENDIX B: DAC and Low-Income Service Map



RESOLUTION NO. 23-22

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY'S SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) LOW OR NO EMISSION GRANT PROGRAM AND THE BUSES AND BUS FACILITIES GRANT PROGRAM

RECITALS

WHEREAS, the Federal Transit Administrator (FTA) has the authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the FTA required for the project.

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

APPROVES THE FILING OF AN APPLICATION FOR THE FTA LOW OR NO EMISSION GRANT PROGRAM AND THE BUSES AND BUS FACILITIES GRANT PROGRAM; AND

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and

4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

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

APPROVED AND ADOPTED this 22nd day of March 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-22 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 22nd day of March 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVAL OF STATE HOMELAND SECURITY PROGRAM (SHSP) FUNDS UTILIZATION**

DATE: March 22, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Homeland Security, State Homeland Security Program (SHSP) through Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES), in the amount of $57,000; and
2. Authorize the City Manager to execute the subrecipient agreement; and
3. Amend the Fiscal Year 2022-23 budget and increase appropriations by $57,000 in Account No. 265-8016-2021-6010.10 (Grants, SHSP, FY 2020-21, Machinery & Equipment [expenditures]), and $57,000 in Account No. 265-99-4198.12 (Grants, Misceaneous Grants - SHSP [revenue]); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is being awarded $57,000 from the SHSP Grant. Although the City must pay upfront costs, authorized expenditures will be reimbursed by the Grant. Reimbursement claims will be submitted as expenses are incurred based on the needs of the Police Department. The Fiscal Year 2022-23 budget will be amended to increase expenditure and revenue appropriations by $57,000 in Account No. 265-8016-2021-6010.10 (Grants, SHSP, FY 2020-21, Machinery & Equipment [expenditures]) $57,000 in Account No. 265-99-4198.12 (Grants, Misceaneous Grants - SHSP [revenue]). This funding will be utilized to purchase aerial drones for use by the City's Police Department.

BACKGROUND/DISCUSSION:

The Fiscal Year 2021 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, HSGP supports the goal to Strengthen National Preparedness and Resilience.

Of the three components, the Department has been awarded funds through the State Homeland Security Program (SHSP). SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

The State (CAL OES), provides the funds to the County of Los Angeles, as its Subgrantee, and the County Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County. The CEO has now distributed 2021 SHSP grant funds to the City in the amount of $57,000. To facilitate this effort, the County of Los Angeles requires a formal Sub-Recipient Agreement (SRA) with the City of Montebello. The SRA, which is included as an attachment to this report, outlines the requirements of the grant and provides the guidelines to follow for SHSP reimbursement of eligible expenses.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City of Montebello has been approved to receive $57,000 from the SHSP FY 2021 Funds. This funding has been approved for use by the Police Department to procure small unmanned aircraft (drones). The drones will be used to support emergency incident situational awareness and to monitor and assess critical infrastructure. This includes a shopping center, oil refinery, and a bus line covering approximately 67 square kilometers. Deployment of drones can be utilized for interoperable activities throughout the LA County region and neighboring counties. Montebello's Police Department is equipped and licensed to operate drone equipment under all FAA standards.

SUMMARY:

The City has been awarded a SHSP FY 221 Grant in the amount of $57,000. The Grant award will enable the Police Department to purchase drone equipment.

The City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached agreement and amend the Fiscal Year 2022-23 budget and

increase appropriations by $57,000 in Account No. 265-8016-2021-6010.10 (Grants, SHSP, FY 2020-21, Machinery & Equipment [expenditures]), and $57,000 in Account No. 265-99-4198.12 (Grants, Misceaneous Grants - SHSP [revenue]).

ATTACHMENT(S)

1. Attachment A - 21 SHSP_Subrecipient Agreement - Montebello

NEXT STEPS:

N/A

State Homeland Security Program
Subrecipient Agreement
Grant Year 2021

Between the

County of Los Angeles

and the

City of Montebello

SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF MONTEBELLO (AGREEMENT NO. 4084)

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the “County of Los Angeles”), and the City of Montebello, a public agency (the “Subrecipient”).

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2021 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 27, 2021 with a performance period of September 1, 2021 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #KU76QNJGYFF6, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of $10,192,647.00; and

WHEREAS, the CEO now wishes to distribute 2021 SHSP grant funds to the Subrecipient in the amount of $57,000.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of Montebello, a public agency, having its principal office at _____ _____.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI Number:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

With a copy to*:*

Name and Title:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2021 to February 28, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2021 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

   Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

   Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of $250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2021 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2021 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000.00 or more per unit. Items costing less than $5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $57,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2021 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

   For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

   For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

   For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at https://www.justice.gov/crt.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:

a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation’s waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency’s (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement t may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at https://directdeposit.lacounty.gov/. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient,

that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY_____ BY_____
CELIA ZAVALA ARLENE BARRERA
Executive Officer, Board of Supervisors Auditor-Controller

APPROVED AS TO FORM

DAWYN R, HARRISON
Acting County Counsel

BY_____
Deputy County Counsel

CITY OF MONTEBELLO

BY_____ _____ _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY_____ _____ _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY_____ _____ _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2021 Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g.,”RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

[B]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[B]
a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[A]
a. initial filing
b. material change

For Material Change Only:

Year _____ **Quarter** _____

date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☑ Subawardee

Tier, *If known:* _____

Congressional District, *if known:* _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

County of Los Angeles
Chief Executive Office - HSGA
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012

Congressional District, *if known:* _____

6. Federal Department/Agency:

Department of Homeland Security

7. Federal Program Name/Description:

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

8. Federal Action Number, *if known:* _____

9. Award Amount, *if known:* _____

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services
(last name, first name, MI - include address if different from 10a)

11. Amount of Payment (check all that apply) :

_____ ☐ **Actual** ☐ **Planned**

12. Form of Payment *(check all that apply):*

☐ a. cash
☐ b. in-kind; specify:

nature _____ **value** _____

13. Type of Payment *(check all that apply):*

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ○ Yes ◉ No

16. Information requested through this form is authorized by *Title 31 U.S.C. Section 1352*. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to *31 U.S.C. 1352*. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Telephone: _____ *(area code)*
Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations Implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
AGREEMENT NUMBER

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," " primary covered transaction," 'principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, *(Chapter 1170, Statutes of 1990),* which established the Drug-Free Workplace Act of 1990, the _____ *(your agency)* accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees *[Section 8355(a) of the Government Code]*. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. *[Section 8355(b)(1)]*

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. *[Section 8355(a)]*

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. *[Section 8356(a)(1)(2)]*

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. *[Section 8355(b)(4)]*

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency)* to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. *[Section 8355(c)]*

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As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

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(d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

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(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

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8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

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(c) Assist the awarding agency in assuring compliance with Section 106 of the
(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

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25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____ Date: _____

Initials _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 23, 2020

Fesia A. Davenport
Acting Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of $10,593,612. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia A. Davenport
Los Angeles County

11-9-2020
Date

Project Ledger

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
082	LE UAS # 1	HSGP-SHSP	LE	Equipment	$ 57,000
				Total	**$ 57,000**

Planning

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	4/25/2021

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over $250K	Budgeted Cost
								$ -

Organization

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	4/25/2021

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost
								$ -

Equipment

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over $250K	Hold Trigger	Budgeted Cost
										$ 57,000
82.00	2 - Tactical SUAS (Drones); 1 - SUAS (Drone)	030E-07-SUAS	System, Small Unmanned Aircraft	HSGP-SHSP	LE	Information Technology	Both	No	EHP/Aviation or Watercraft	$ 57,000

Training

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost
													$ -

Exercise

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over $250K	EHP Hold	Budgeted Cost
												$ -

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Homeland Security Grant Program

NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.067

3. Assistance Listings Title
Homeland Security Grant Program

4. Funding Opportunity Title
Fiscal Year 2021 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number
DHS-21-[GPD]-[067]-[00]-[02]

6. Authorizing Authority for Program
Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260)

8. Announcement Type
Initial

9. Program Category
Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. *Overview*
The Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2021, there are three components of HSGP:

1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2018-2022 FEMA Strategic Plan creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Readying the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

For FY 2021, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.[1] The threat profile has changed in the past two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats from domestic violent extremists, and threats from new and emerging technologies. But information sharing and cooperation among state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2021, we have identified five priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local

[1] Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

b. ***Objective***

The objective of the FY 2021 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. ***Priorities***

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2021, five priority areas attract the most concern. Due to the unique threats that the nation faces in 2021, DHS/FEMA has determined that these five priorities should be addressed by allocating specific percentages of SHSP and UASI funds to each of these five areas, for a total of 30 percent per award. The following are the five priority areas for FY 2021, along with the corresponding percentage of SHSP and UASI funds that each recipient will be required to designate to each priority area in order to obtain a full allocation of SHSP and UASI funds:

1) Enhancing cybersecurity – 7.5 percent
2) Enhancing the protection of soft targets/crowded places – 5 percent
3) Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS – 5 percent
4) Combating domestic violent extremism – 7.5 percent
5) Addressing emergent threats (e.g., transnational criminal organizations, unmanned aircraft systems [UASs], weapons of mass destruction [WMD], etc.) – 5 percent

Failure by a recipient to propose investments and projects that align with the five priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentage identified above of total SHSP and UASI funds per National Priority Area.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1) Effective planning;
2) Training and awareness campaigns;

3) Equipment and capital projects; and
4) Exercises.

SHSP and UASI Funding Priorities

The table below provides a breakdown of the FY 2021 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

FY 2021 SHSP & UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			

Enhancing Cybersecurity	• Cybersecurity
	• Intelligence and information sharing
	• Planning
	• Public information and warning
	• Operational coordination
	• Screening, search, and detection
	• Access control and identity verification
	• Supply chain integrity and security
	• Risk management for protection programs and activities
	• Long-term vulnerability reduction
	• Situational assessment
	• Infrastructure systems
	• Operational communications
		• Safety and Security	• Cybersecurity risk assessments
			• Migrating online services to the ".gov" internet domain
			• Projects that address vulnerabilities identified in cybersecurity risk assessments
			  ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA)
			  ○ Cybersecurity training and planning

Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination
	• Public information and warning
	• Intelligence and information sharing
	• Interdiction and disruption
	• Screening, search, and detection
	• Access control and identity verification
	• Physical protective measures
	• Risk management for protection programs and activities
		• Safety and Security	• Operational overtime
			• Physical security enhancements
			  ○ Closed-circuit television (CCTV) security cameras
			  ○ Security screening equipment for people and baggage
			  ○ Lighting
			  ○ Access controls
			  ○ Fencing, gates, barriers, etc.

Priority Areas	Core Capabilities	Lifelines	Example Project Types
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	• Interdiction and disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations, open source threats, and threats from UAS and WMD	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination	• Safety and Security	• Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing WMD and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ○ Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	• Planning	• Safety and Security	• Development of: ○ Security Risk Management Plans

Priority Areas	Core Capabilities	Lifelines	Example Project Types
	• Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience		○ Threat Mitigation Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and Security	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and Security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls ▪ Fencing, gates, barriers, etc.
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and Security	• Response exercises

For FY 2021, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the five National Priority Areas identified above. Each of these five investments must also account for at least the relevant minimum percentage of the applicant's SHSP and UASI allocation. The fusion center project must be included under the Information and Intelligence Sharing IJ. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the five National Priority Area IJs, but are not required to do so. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs.

Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities

The table below provides a breakdown of the FY 2021 OPSG funding priorities, which remain focused on and unique to border security.

FY 2021 OPSG Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and Security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing	• Safety and Security	• Operational overtime for border security operations as directed by the applicable, USBP-approved operations order • Sharing and leveraging intelligence and information

For FY 2021, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

11. Performance Metrics

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: **$1,120,000,000.00**

HSGP Programs	FY 2021 Allocation
SHSP	$415,000,000
UASI	$615,000,000
OPSG	$90,000,000
Total	**$1,120,000,000**

SHSP Allocations

For FY 2021, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below.

FY 2021 SHSP ALLOCATIONS

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Alabama	$4,602,500	Montana	$4,602,500
Alaska	$4,602,500	Nebraska	$4,602,500
American Samoa	$1,052,000	Nevada	$4,602,500
Arizona	$4,602,500	New Hampshire	$4,602,500
Arkansas	$4,602,500	New Jersey	$7,345,897
California	$59,220,807	New Mexico	$4,602,500
Colorado	$4,602,500	New York	$70,639,800

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Connecticut	$4,602,500	North Carolina	$5,280,222
Delaware	$4,602,500	North Dakota	$4,602,500
District of Columbia	$5,280,222	Northern Mariana Islands	$1,052,000
Florida	$9,701,894	Ohio	$6,428,138
Georgia	$5,491,278	Oklahoma	$4,602,500
Guam	$1,052,000	Oregon	$4,602,500
Hawaii	$4,602,500	Pennsylvania	$8,447,973
Idaho	$4,602,500	Puerto Rico	$4,602,500
Illinois	$14,427,260	Rhode Island	$4,602,500
Indiana	$4,602,500	South Carolina	$4,602,500
Iowa	$4,602,500	South Dakota	$4,602,500
Kansas	$4,602,500	Tennessee	$4,602,500
Kentucky	$4,602,500	Texas	$18,908,141
Louisiana	$4,602,500	U.S. Virgin Islands	$1,052,000
Maine	$4,602,500	Utah	$4,602,500
Maryland	$7,345,897	Vermont	$4,602,500
Massachusetts	$6,428,138	Virginia	$8,447,973
Michigan	$5,280,222	Washington	$6,428,138
Minnesota	$4,602,500	West Virginia	$4,602,500
Mississippi	$4,602,500	Wisconsin	$4,602,500
Missouri	$4,602,500	Wyoming	$4,602,500
Total			**$415,000,000**

UASI Allocations

Eligible candidates for the FY 2021 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. THIRA/SPR results do not impact grant allocation or award.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below.

2021 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2021 UASI Allocation
Arizona	Phoenix Area	$5,250,000
California	Anaheim/Santa Ana Area	$5,250,000
	Bay Area	$37,500,000
	Los Angeles/Long Beach Area	$68,000,000
	Riverside Area	$3,900,000
	Sacramento Area	$3,800,000
	San Diego Area	$16,900,000
Colorado	Denver Area	$3,900,000
District of Columbia	National Capital Region	$51,750,000
Florida	Miami/Fort Lauderdale Area	$14,750,000
	Orlando Area	$3,800,000
	Tampa Area	$3,800,000
Georgia	Atlanta Area	$6,250,000
Hawaii	Honolulu Area	$3,800,000
Illinois	Chicago Area	$68,000,000
Maryland	Baltimore Area	$4,250,000
Massachusetts	Boston Area	$16,900,000
Michigan	Detroit Area	$5,250,000
Minnesota	Twin Cities Area	$5,250,000
Missouri	St. Louis Area	$3,800,000
Nevada	Las Vegas Area	$5,250,000
New Jersey	Jersey City/Newark Area	$19,050,000
New York	New York City Area	$178,750,000
North Carolina	Charlotte Area	$3,800,000
Oregon	Portland Area	$3,800,000
Pennsylvania	Philadelphia Area	$16,900,000
Texas	Dallas/Fort Worth/Arlington Area	$16,900,000
	Houston Area	$24,600,000
	San Antonio Area	$3,800,000
Virginia	Hampton Roads Area	$3,800,000
Washington	Seattle Area	$6,250,000
Total		**$615,000,000**

OPSG Allocations

For FY 2021, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2021 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law

enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards: **56**

3. Period of Performance: **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the Preparedness Grants Manual.
FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **10/01/2021**

5. Projected Period of Performance End Date(s): **09/30/2024**

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including

those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2021 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2021, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2021, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and

achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

b. ***Emergency Management Assistance Compact (EMAC) Membership***
In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2021 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. ***Law Enforcement Terrorism Prevention Activities (LETPA)***
Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the five National Priority Areas identified above and any other investments. The 25 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match
There is no cost share or match requirement for the FY 2021 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** 02/25/2021

b. ***Application Submission Deadline:*** 05/14/2021 at 05 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

c. ***Anticipated Funding Selection Date:*** No later than 07/16/2021

d. ***Anticipated Award Date:*** No later than 09/30/2021

e. ***Other Key Dates:***

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline

Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the Preparedness Grants Manual for requesting and submitting an application.

Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's ND Grants System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Create a Grants.gov account;
f. Add a profile to a Grants.gov account;
g. Establish an AOR in Grants.gov;
h. Register in ND Grants
i. Submit an initial application in Grants.gov;

j. Submit the final application in ND Grants, including electronically signing applicable forms; and

k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov

into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
    - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
    - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. ***Program-Specific Required Forms and Information***

I. IJ DEVELOPMENT: SHSP AND UASI

As part of the FY 2021 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill of all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for each National Priority Area. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2021 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas (Cybersecurity, Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Emerging Threats) identified in this NOFO. Each of these five IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **The SAA must submit one IJ per National Priority Area; all projects associated with a National Priority Area *must* be submitted in the same IJ and account for the relevant minimum spend requirement as a percentage of the SHSP or UASI allocation.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area, or up to 30 percent of the total award) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or

- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2022. This includes IJs for the five National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2021 BSIR. DHS/FEMA will not reduce FY 2021 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed SHSP-funded investments, one single project, within the required Intelligence and Information Sharing National Priority Area IJ, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;

  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

  The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors

collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency. States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the Grant Reporting Tool (GRT). Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

IV. DEVELOPMENT OF INVESTMENTS AND PROJECTS: UASI

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, urban areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, urban areas are required to propose one single project, as part of the required intelligence and information sharing IJ, in support of a designated fusion center within the urban area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with the needs identified in their SCIP. Recipients must coordinate with their SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
    - Project name;
    - Project description
    - Subrecipient name, if applicable;
    - Recipient type (e.g., state or local);
    - Project location (zip code of the primary location of the project);
    - Primary core capability the project supports;
    - Whether the project activities are shareable and deployable; and
    - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

V. PRIORITY INVESTMENTS: UASI

High-risk urban areas are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the urban area's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and

functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP awards will be required to complete the 2021 Nationwide Cybersecurity Review, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

  Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior

leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, – including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the GRT. Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

VI. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center;
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center; and
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2021.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

Solution Area and Amount of Proposed Funding		***Percent of Proposed Funding***
Planning:	*$10,000*	*2%*
Organization:	*$200,000*	*48%*
Equipment:	*$200,000*	*48%*
Training:	*$10,000*	*2%*
Exercises:	*$0*	*0%*
Total:	*$420,000*	*100%*

VII. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area (Cybersecurity, Soft Targets/Crowded Places, Information and Intelligence Sharing and Cooperation, and Emerging Threats). **Important note: there currently is not a "Domestic Violent Extremism" Investment Type option. Applicants should instead select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.** All non-National Priority Area IJs should have the "Standard" Investment Type option selected.

VIII. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2021 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for

vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.

- **Information and Intelligence Sharing and Cooperation**
  Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Emerging Threats**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs

than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

IX. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Emergency Communications Investments

If an entity uses HSGP funding to support emergency communications investments, the applicant must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be

incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available in FEMA Policy #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. *Management and Administration (M&A) Costs*

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 7.5 percent of its award to the enhancing cybersecurity National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:
SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
M&A Maximum: $300,000 (5 percent of $6,000,000)
Maximum M&A for SHSP = $50,000
Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
Maximum M&A for UASI = $125,000

SAA 2:
SHSP: $3,500,000 OPSG: $1,000,000
M&A Maximum: $225,000 (5 percent of $4,500,000)
Maximum M&A for SHSP = $175,000
Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Additionally, if a state/territory receives Nonprofit Security Grant Program (NSGP) funding, it may use SHSP M&A funding to cover M&A costs related to the management of NSGP-State awards, and UASI M&A funding to cover M&A costs related to the management of NSGP-Urban Area awards.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2021 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A,

but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2021 awards made under this NOFO.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

f. ***Funds Transfer Restriction***

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

e. ***Other Direct Costs***

I. **PLANNING**

Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

II. **ORGANIZATION**

Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

III. **EQUIPMENT**

Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable

through the EMAC[2] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[3] engaged in homeland security program activity.

- **Controlled Equipment**

  For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

  However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed further below, there are certain “prohibited equipment” that are not allowable under HSGP. And for the procurement of certain controlled equipment that is allowable under the HSGP, there are additional submission requirements and reviews that must be met before DHS/FEMA will permit funding to be used for this purpose.

  DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

  Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2)

[2] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[3] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

IV. TRAINING

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

V. EXERCISES

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the Preparedness Grants Manual for more information.

VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the Preparedness Grants Manual for more information.

VIII. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

IX. CONSTRUCTION AND RENOVATION

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D. Please see the Preparedness Grants Manual for more information.

X. MAINTENANCE AND SUSTAINMENT

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the

Preparedness Grants Manual for more information.

XI. CRITICAL EMERGENCY SUPPLIES

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

XII. SECURE IDENTIFICATION

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities **Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Cost of migrating online services to the ".gov" domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, "Available Funding for the NOFO."

II. Application Evaluation Criteria

FEMA will evaluate the FY 2021 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirement. Further information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. ***SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2021 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2021 BSIR, they will have funds placed on hold in the amount of 30 percent (the sum of all National Priority Area). The hold will be released only after their December 2021 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2021 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners. Collaboration should improve efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2021 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2021 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the Preparedness Grants Manual for information on Notice of Award.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on September 20, 2021, while the period of performance dates for that award are October 1, 2021, through September 30, 2024. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or October 5, 2021 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of October 1, 2021 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2021, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- EHP Compliance
- FirstNet
- NIMS Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. ***EHP Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

d. ***NIMS Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at https://www.fema.gov/emergency-managers/nims/implementation-training.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at https://www.fema.gov/emergency-managers/nims/components.

FEMA developed the National Incident Management System Guideline for the National Qualification System to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at https://www.fema.gov/emergency-managers/nims.

e. ***Emergency Communications Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status

information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the Preparedness Grants Manual for information on reporting requirements, as well as the above section, "Emergency Communications Investments," specific reporting requirements for emergency communications investments.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide

any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***Program Office Contact***

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. ***Centralized Scheduling and Information Desk (CSID)***

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

c. ***GPD Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. ***Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***Grants.gov***

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. ***Non-Disaster (ND) Grants***

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system

c. ***Payment and Reporting System (PARS)***

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

d. ***Supplemental Information: Reporting Systems***

In addition to ND Grants, the following information systems are used for the submission of required reports:

- **GRT**: Information on the GRT can be found in the Preparedness Grants Manual.
- **Unified Reporting Tool (URT):** Information on the URT can be found in the Preparedness Grants Manual.

H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity

- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

b. ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	**3.** Taxpayer ID #:	**4.** Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		**4.** Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7.CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
				8. TOTAL				$ -

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐ **1.** I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐ **2.** All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ _____
AUTHORIZED SIGNATURE **DATE**

4. _____ _____
AUTHORIZED PRINTED NAME **AUTHORIZED TITLE**

5. AUTHORIZED CONTACT INFORMATION **(If different from Section B)**:

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.

2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.

3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.

4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) ☐ **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) ☐ **Copy of the purchase order**

c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

f) ☐ **Proof of payment of the use tax**: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.

2. Please read and check the box provided if you are an authorized signor.

3. Please sign the Grant payment request if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. [*1] Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above [*1]. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

- Attendance sheets (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition Date	Acquisition Cost	% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition Date	Disposition Sale Price

Equipment Inventory Listing
Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

Field	Date Element	Procedure
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

	EMP NO.	EMPLOYEE NAME	ASSIGNMENT	TITLE	TRAINING REQUEST # (for Training only)	TRAINING START DATE	TRAINING END DATE	SALARY	OT HOURS	REG RATE	OT RATE	OT PAY	Are you claiming for Employee Benefits?	Employee Benefits Rate	CLAIM TOTAL
1											$ -	$ -			$ -
2															
3															
4															
5															
6															
7															
8															
9															
10															
	GRAND TOTAL														**$ -**

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PLANNING ROSTER												
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER												
Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	Verification	Yes	No	Comment
1.	Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing?			
b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

RESOLUTION NO. 23-23
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.1548, consisting of 5 pages, and including:

Warrant No.

General: Checks No. 599182 through 599265
ACH No. 3705 through 3749

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

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

APPROVED AND ADOPTED this 22nd day of March 2023.

_____
David N. Torres, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-23 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 22nd day of March 2023 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. 1547
From Payment Date 02/24/2023 - To Payment Date 03/2/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3705	02/24/2023	$319,525.17	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3706	02/24/2023	$261,061.49	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3707	02/24/2023	$309,599.20	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3708	02/24/2023	$304,833.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3709	02/24/2023	$300,741.74	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3710	02/24/2023	$282,686.77	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3711	02/24/2023	$4,500.00	CONTRACT SERVICES	17	CAL PERS
3712	02/28/2023	$2,911,969.94	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
3713	03/02/2023	$25,736.76	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
3714	03/02/2023	$444.10	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3715	03/02/2023	$5,727.23	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3716	03/02/2023	$120.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
3717	03/02/2023	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
3718	03/02/2023	$360,937.60	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
3719	03/02/2023	$40.00	CARPOOL INCENTIVE	3809	SAMANTHA CHENELIA
3720	03/02/2023	$841.42	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3721	03/02/2023	$1,777.07	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
3722	03/02/2023	$114.11	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
3723	03/02/2023	$27,130.79	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
3724	03/02/2023	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
3725	03/02/2023	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
3726	03/02/2023	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
3727	03/02/2023	$18.72	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3728	03/02/2023	$3,498.34	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3729	03/02/2023	$62.04	CARPOOL INCENTIVE	3196	MICAH HERD
3730	03/02/2023	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
3731	03/02/2023	$1,182.37	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3732	03/02/2023	$3,115.00	CONTRACT SERVICES	2892	KTU & A

City of Montebello
Register of Demands No. 1547
From Payment Date 02/24/2023 - To Payment Date 03/2/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3733	03/02/2023	$321.82	SUPPLIES	26670	LIFE-ASSIST INC
3734	03/02/2023	$40.00	CARPOOL INCENTIVE	3810	ALEXIS LUCERO
3735	03/02/2023	$2,482.47	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
3736	03/02/2023	$1,280.00	CONTRACT SERVICES	19250	N/S CORPORATION
3737	03/02/2023	$3,335,166.90	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
3738	03/02/2023	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
3739	03/02/2023	$41,617.80	CONTRACT SERVICES	42180	PCAM LLC
3740	03/02/2023	$1,954.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3741	03/02/2023	$961.06	SUPPLIES	1120	BLUETRITON BRANDS INC
3742	03/02/2023	$325,567.56	CONTRACT SERVICES	3191	RL CONTROLS LLC
3743	03/02/2023	$65,470.36	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3744	03/02/2023	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
3745	03/02/2023	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
3746	03/02/2023	$212.85	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3747	03/02/2023	$415.61	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3748	03/02/2023	$4,639.22	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3749	03/02/2023	$695.68	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
	ACH TOTAL	**$8,906,808.19**			
599182	02/28/2023	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
599183	03/02/2023	$4,004.36	UTILITY SERVICES	1732	AT&T CORP
599184	03/02/2023	$8,333.34	CONTRACT SERVICES	3557	ADVOCATE INC
599185	03/02/2023	$2,936.54	UTILITY SERVICES	38380	AT&T
599186	03/02/2023	$6,484.08	UTILITY SERVICES	39550	AT&T
599187	03/02/2023	$128.11	UTILITY SERVICES	39550	AT&T
599188	03/02/2023	$7,583.33	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
599189	03/02/2023	$171.50	CONTRACT SERVICES	2769	KATALINA BELTRAN
599190	03/02/2023	$3,115.00	CONTRACT SERVICES	239	BEST BEST & KRIEGER LLP
599191	03/02/2023	$295.00	CONTRACT SERVICES	3686	BIG STAR FIRE PROTECTION

City of Montebello
Register of Demands No. 1547
From Payment Date 02/24/2023 - To Payment Date 03/2/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599192	03/02/2023	$18,535.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
599193	03/02/2023	$875.00	TRAINING	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
599194	03/02/2023	$677.35	CONTRACT SERVICES	40850	MARIA E CASAS
599195	03/02/2023	$304.00	CONTRACT SERVICES	907	CHANDLERS A/C REFRIGERATION
599196	03/02/2023	$1,048.56	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
599197	03/02/2023	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
599198	03/02/2023	$8,602.88	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
599199	03/02/2023	$393.80	CONTRACT SERVICES	18840	COOPERATIVE PERSONNEL SERVICES
599200	03/02/2023	$451.11	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
599201	03/02/2023	$85,623.13	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
599202	03/02/2023	$200.00	TRAINING	3746	PAUL ESPINOSA
599203	03/02/2023	$58.10	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
599204	03/02/2023	$825.00	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
599205	03/02/2023	$350.77	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
599206	03/02/2023	$6,082.42	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
599207	03/02/2023	$2,460.06	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
599208	03/02/2023	$7,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
599209	03/02/2023	$55,477.55	CONTRACT SERVICES	2539	JL GROUP LLC
599210	03/02/2023	$200.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
599211	03/02/2023	$135.00	GENERAL GOVERNMENT	3994	SHIRLEY SALAZAR KIM
599212	03/02/2023	$28,021.25	CONTRACT SERVICES	3716	KOA CORPORATION
599213	03/02/2023	$800.00	GENERAL GOVERNMENT	3993	ANGEL LARA
599214	03/02/2023	$793.20	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
599215	03/02/2023	$2,800.00	CONTRACT SERVICES	41130	MIHM INC
599216	03/02/2023	$2,538.40	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
599217	03/02/2023	$9,429.30	CDBG - YMCA	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
599218	03/02/2023	$40.00	CARPOOL INCENTIVE	3657	STACEY MORALES
599219	03/02/2023	$70.00	POLICE RELATED FEES	3997	STEPHANIE MUNGUIA
599220	03/02/2023	$90.00	DUES & SUBSCRIPTIONS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL

City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599221	03/02/2023	$9,733.89	CONTRACT SERVICES	34750	MBN SERVICES INC
599222	03/02/2023	$235.54	SUPPLIES	66340	BENNELLI LLC
599223	03/02/2023	$6,784.93	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
599224	03/02/2023	$1,626.19	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
599225	03/02/2023	$675.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
599226	03/02/2023	$1,148.55	CONTRACT SERVICES	41180	MANUEL NUNEZ
599227	03/02/2023	$456.06	RETIREMENT	42490	LINDA PAYAN
599228	03/02/2023	$400.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
599229	03/02/2023	$300.00	SUPPLIES	3996	GERARDO VEGA
599230	03/02/2023	$5,440.71	CONTRACT SERVICES	3279	PROCURE AMERICA INC
599231	03/02/2023	$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
599232	03/02/2023	$1,600.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
599233	03/02/2023	$1,538.99	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
599234	03/02/2023	$5,480.24	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
599235	03/02/2023	$745.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
599236	03/02/2023	$380.36	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
599237	03/02/2023	$468.76	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
599238	03/02/2023	$151.85	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
599239	03/02/2023	$1,406.28	CONTRACT SERVICES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
599240	03/02/2023	$17,207.03	FUEL	45630	SOUTHERN CALIFORNIA EDISON
599241	03/02/2023	$642.47	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
599242	03/02/2023	$858.39	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
599243	03/02/2023	$7,121.28	UTILITY SERVICES	526	T-MOBILE USA INC
599244	03/02/2023	$425.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
599245	03/02/2023	$13,218.36	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599246	03/02/2023	$3,125.08	CONTRACT SERVICES	652	TIMECLOCK PLUS
599247	03/02/2023	$512.70	SUPPLIES	3110	TOMAS ALVARADO
599248	03/02/2023	$25.00	RECREATION CLASSES	3995	CLIFFORD M TOM
599249	03/02/2023	$50.00	RECREATION CLASSES	3992	FREDRIC K. TOM

City of Montebello
Register of Demands No. 1547
From Payment Date 02/24/2023 - To Payment Date 03/2/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599250	03/02/2023	$535.60	RETIREMENT	27300	ROBERT C TUFANO
599251	03/02/2023	$1,540.00	SUPPLIES	2611	TURBOSCAPE INC
599252	03/02/2023	$2,322.27	SUPPLIES	45120	ULINE INC
599253	03/02/2023	$938.11	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
599254	03/02/2023	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
599255	03/02/2023	$12,212.30	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
599256	03/02/2023	$112,811.69	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
599257	03/02/2023	$388.70	UTILITY SERVICES	23610	VERIZON WIRELESS
599258	03/02/2023	$3,031.88	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
599259	03/02/2023	$3,313.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
599260	03/02/2023	$1,808.80	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
599261	03/02/2023	$12,404.71	CONTRACT SERVICES	3731	YUNEX LLC
599262	03/02/2023	$409.23	CONTRACT SERVICES	2905	ZUTRA WATER
599263	03/02/2023	$1,122.50	CONTRACT SERVICES	2922	ARA H BALAYAN
599264	03/02/2023	$501.64	SUPPLIES	2994	HOUSE OF WINNERS INC
599265	03/02/2023	$300.00	SUPPLIES	3996	GERARDO VEGA
	CHECK TOTAL	**$511,228.81**			
	GRAND TOTAL	**$9,418,037.00**			

CITY OF MONTEBELLO
CITY COUNCIL, PUBLIC FINANCING AUTHORITY, AND SUCCESSOR AGENCY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 11, 2023 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the meeting to order at 5:08 p.m.

ROLL CALL

Members present were Mayor Torres, Councilmember Melendez, and Councilmember Tamayo. Mayor Pro Tem Peralta and Councilmember Jimenez arrived during the Closed Session and two at-large seats remain vacant. City Treasurer Matanga arrived at 6:00 p.m. and the City Clerk Jimenez was absent.

City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA 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/PFA 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.

The City Clerk's Office acknowledged one (1) speaker card and three (3) written public comments submitted to the City's public comment email address. Said speaker cards and comments are on file at the City Clerk's office.

CLOSED SESSION 5:00 P.M.

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

Mayor Torres recessed the meeting into Closed Session at 5:17 p.m. to consider the following Closed Session items:

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Two matters

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

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:12 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, there was no action taken and nothing to report. Item No. 2 was moved to be discussed after Council Orals.

The Mayor recessed into Closed Session at 11:06 p.m. to discuss Item No. 2. Councilmember Jimenez was not present for this discussion. Mayor Torres reconvened the meeting at 12:24 a.m. City Attorney Alvarez-Glasman reported that the City Council received a briefing but no action was taken and there was nothing to report.

INVOCATION

City Attorney Arnold Alvarez-Glasman led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Girl Scout Troop 71221 led the City Council in the Pledge of Allegiance, followed by Schurr High School marching band who performed the National Anthem.

CORRECTIONS TO THE AGENDA CITY MANAGER

Correction to Item No. 3, Firefighters will not be present. In addition, an updated Ordinance was presented for Item No. 13.

CEREMONIAL/PRESENTATIONS

3. RECOGNITION OF NEW POLICE OFFICERS, POLICE EXPLORERS, AND FIREFIGHTERS
Presented by Mayor Torres.

4. CITIZEN OF THE MONTH - DR. CARLOS MANUEL HARO
Presented by Mayor Torres.

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5. HUMAN TRAFFICKING AWARENESS MONTH

Presented by Mayor Torres.

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

At this time, the general public may address the City Council/PFA 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/PFA 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.

The City Clerk's Office acknowledged thirteen (13) speaker card(s) and eight (8) written public comment(s) submitted to the City's public comment email address. Said speaker card(s) and comment(s) are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

6. PUBLIC HEARING TO ADOPT RESOLUTION NO. 23-01 APPROVING A PROPOSED SUBSTANTIAL AMENDMENT NUMBER 2 TO THE FY 2020-21 CDBG/HOME ANNUAL ACTION PLAN TO REALLOCATE CDBG-CV FUNDED ACTIVITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Substantial Amendment Number 2 to the Fiscal Year 2020-21 Annual Action Plan Amendment; and
2. Adopt Resolution No. 23-01 approving Substantial Amendment Number 2 to the FY 2020-21 Annual Action Plan Amendment; and
3. Take such additional, related action that may be desirable.

Rosemary Perich, Housing Manager, provided the City Council with a PowerPoint presentation on the proposed substantial Amendment No. 2 of the 2020-2021 Annual Action Plan for reallocation of CDBG-CV funds.

Ms. Perich's presentation included an overview of what CDBG-CV is, the 2020 CDBG-CV allocation funds available for each program, a background to the Public Hearing process, and the re-allocation proposal; Ms. Perich was available to answer any questions.

Councilmember Jimenez had no comments or questions.

Councilmember Melendez asked a clarifying question regarding the business assistance program and what it offered. Ms. Perich stated that the program was intended to assist with grants to those affected by COVID.

Mayor Pro Tem Peralta asked a clarifying question about the Senior Food Distribution Program and why it was being removed; staff clarified that the program was funded from different sources such as Hearts of Compassion. Furthermore, she commented about how business assistance was still essential and that expanding and promoting the program to businesses would be helpful to economic development. City Manager Bobadilla stated that a lot of businesses received assistance from PPE funding and suggested allocating the funds to programs that have time sensitivity.

Mayor Torres asked a clarifying question regarding the March 2024 deadline to spend these funds and how they are associated with the item. Ms. Perich explained that HUD funds timelines have a cause and effect and provided an example related to the business assistance program. In that instance, staff had already reached out to businesses and they responded that they had already received funds from other sources. If staff doesn't reallocate the suggested $40,000 at this time, the funding may be lost if the funds are not used in the business assistance program, restarting the process once

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again with the little time available.

Mayor Torres asked for a brief description of the Rental/Utilities Assistance Program. Ms. Perich stated that the program was administered by MCAP and, unfortunately, applications stopped coming in. Furthermore, staff received a notice that any unused funds would be lost. At that point, staff concluded that the funds could still be used for other MCAP programs rather than be lost. Mayor Torres stated that there may have been an impact related to the time period in which the item was published, and suggested staff consider those sensitivities to maximize community participation.

The Public Hearing opened at 7:52 p.m.

The City Clerk's Office acknowledged three (3) speaker cards (in support of the item) submitted to the City Clerk's office. Said speaker cards are on file at the City Clerk's office.

Ms. Perich explained that the available programs currently being administered are listed on the City's website, including the services it assists with.

The Public Hearing closed at 7:58 p.m.

Mayor Pro Tem Peralta motioned to continue this matter to a meeting in February to allow an opportunity for further engagement either virtually or in person to receive more feedback from the community and share these opportunities on the City's website and available media options, aside from the Daily Journal. City Attorney Alvarez stated that it's important to note that if funds are not used, they will be lost. Ms. Perich explained the process, including the deadlines and suggestions to re-allocate funds per HUD. Mayor Pro Tem Peralta explained that she doesn't want to jeopardize the funds for the existing programs and asked that the City commit to ensuring that her concerns are taken seriously and implemented on the next go around, going above and beyond in the public engagement process.

Mayor Pro Tem Peralta withdrew her motion. Councilmember Jimenez motioned to approve the item as is; the motion was seconded by Councilmember Tamayo and approved by the following vote.

MOVED: Jimenez	**SECONDED: Tamayo**	**APPROVED: 3-0-1-0**
AYES: Jimenez, Melendez, Torres		
NOES: None		
ABSTAIN: Peralta		
ABSENT: None		

7. PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC.

NOTE: This Public Hearing will be continued to the City Council Meeting of January 25, 2023 or at a date thereafter as determined by the City Council.

RECOMMENDATION:

Mayor Torres opened the Public Hearing at 8:10 p.m. and requested a motion.

Mayor Pro Tem Peralta motioned to continue this Public Hearing to the January 25, 2023 Regular Meeting. Councilmember Melendez seconded the motion; the motion was approved unanimously.

REGULAR BUSINESS

8. REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES

RECOMMENDATION: It is recommended that the City Council:

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1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee, and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation Districts No's. 2 and 15 of Los Angeles County, and designate an alternate member of the City Council as the alternate; and
4. Approve and fill assignments to the Financial Reporting Ad Hoc; and
5. Take such additional, related, action that may be desirable.

Councilmember Jimenez did not state a preference, with the exception of Gateway Cities Council of Governments. Councilmember Melendez expressed his interest in the San Gabriel Valley Council Governments (SGVCG), Independent Cities Association, and/or Southern California Association of Governments (SCAG). Councilmember Tamayo expressed her interest in serving as an alternate for the (GCCG) and Southeast Area Animal Control boards (SEAACA). Mayor Pro Tem Peralta expressed her interest in serving as the representative for SEAACA and SGVCOG.

Mayor Pro Tem Peralta motioned to approve the following appointments, seconded by Councilmember Melendez; the motion was approved unanimously:

ORGANIZATION	REPRESENTATIVE	ALTERNATE
County of Los Angeles Sanitation Districts	**Torres**	Jimenez
Los Angeles County City Selection Committee	**Torres**	**Peralta**
San Gabriel Valley Council of Governments	Peralta	Melendez
Capital Projects Committee - ACE	Jimenez	Melendez
Gateway Cities Council of Government	Jimenez	**Tamayo**
Independent Cities Association	Melendez	Jimenez
Montebello Chamber of Commerce	**Tamayo**	**Peralta**
League of California Cities	**Jimenez**	**Torres**
Southeast Area Animal Control	**Peralta**	**Tamayo**
Southern California Association of Governments	Melendez	**Jimenez**

Mayor Torres suggested terminating the Cannabis Ad Hoc, Economic Development Ad Hoc, Homelessness Task Force, Military Task Force, Solid Waste Ad Hoc, and Firework Ad hoc and/or Task Forces. In addition, he expressed his interest in finding ways that the City's sister cities, which include Ashiya, Arksak and Ensenada, can be funded by contributing to their activities. Mayor Torres suggested treating the Sister City Association as a delegation versus an Ad Hoc Committee; Mayor Pro Tem Peralta expressed her interest in serving as a delegate.

After further discussion, Coucilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to dissolve the Cannabis Ad Hoc, Economic Development Ad Hoc, Farmer's Market Ad Hoc, Homelessness Task Force, Military Task Force, Solid Waste Ad Hoc, and Firework Ad Hoc; the motion was approved unanimously. It was also motioned by Mayor Pro Tem Peralta, seconded by Councilmember Melendez, that the Stephaneker Sister Association be added; the motion

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passed unanimously. Lastly, Councilmember Jimenez motioned, seconded by Councilmember Melendez to approve the Financial Reporting Ad Hoc; the motion passed unanimously.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to make the following appointments; the motion passed unanimously.

COMMITTEE/TASK FORCE	NAME #1	NAME #2	DATE
Ashiya Sister City Association	Peralta (Delegate)		**Established 1/11/23**
Stepanakert Sister City Association	Melendez (Delegate)		**Established 1/11/23**
Cannabis Ad Hoc			**Dissolved 1/11/23**
Economic Development Ad Hoc			**Dissolved 1/11/23**
Farmer's Market Ad Hoc			**Dissolved 1/11/23**
Homelessness Task Force			**Dissolved 1/11/23**
Innovating Commerce Serving Communities Ad Hoc	Torres	Peralta	1/11/23
Joint School District (pending District approval)	*Tamayo*	*Jimenez*	*1/11/23*
Military Task Force			**Dissolved 1/11/23**
Solid Waste Ad Hoc			**Dissolved 1/11/23**
Streets Ad Hoc	**Vacant**	Jimenez	**No changes - a study session to be scheduled for further discussion.**
Washington Goldline	Melendez (Delegate)		**Previously, the Transportation Ad Hoc; name was changed.**
Firework Ad Hoc			**Dissolved 1/11/23**
Financial Reporting Ad Hoc	Tamayo	Torres	Established

9. ADOPT RESOLUTION NO. 23-03 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-03 appointing James Enriquez, Public Works Director, as the primary board member and Rita Montalvo, Assistant Director, as the alternate board members representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

Councilmember Meledez motioned, seconded by Councilmember Jimenez, to approve this item as recommended by staff; the motion was approved unanimously.

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10. CITY COUNCIL VACANCIES – TWO (2) AT-LARGE SEATS

RECOMMENDATION: It is recommended that the City Council:

1. Fill the two (2) City Council vacancies either by appointment or by calling a special election within 60-days of December 14, 2022, the date on which the vacancies occurred; or
2. Repeal by Ordinance that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary seven-member City Council.

City Attorney Alvarez-Glasman presented the staff report and was available for any questions.

Councilmember Jimenez was not available. Councilmember Melendez stated his support for repealing the Ordinance and not filling the two at-large seats. Councilmember Tamayo had no questions. Mayor Pro Tem Peralta asked if there was any precedent set for elected seats being dissolved in California. City Attorney Alvarez-Glasman stated that if a city retained the 7 member body there would not be a problem. However, if the Council decided to change the composition of the Council to a seven member body on a permanent basis, the government code would require the vote of the people to expand the membership from five to seven. Furthermore, Mr. Alvarez stated that there is no case law or any other jurisdiction that his office is aware of that formulated districts in this fashion. Councilmember Jimenez expressed her support of repealing the ordinance.

Mayor Pro Tem Peralta made a statement about the two options that were approved by City Council and that those are the two options the current council should follow. Furthermore, she stated that dissolving the seats is not legally clear and she believed it would set the City down an unclear path of liability and stated her stance is by appointment by those who came closest to winning their election. Mayor Pro Tem Peralta motioned for the process to continue as an appointment and recommended Rick Alonzo and Marie Ledezma to be appointed to fill the two at large positions. Councilmember Melendez expressed that appointing at this point is extremely unfair and that the Council should set up a process. Councilmember Tamayo stated that the interested candidates should be considered. Mayor Pro Tem Peralta provided information on how the City of Monrovia handled their appointment process. The City Attorney advised that to avoid litigation, he would still recommend coming back to Council with the proper Resolutions as the agenda did not clearly state an appointment would be discussed. Mayor Pro Tem Peralta stated that she would still like to move forward with her motion. Councilmember Jimenez stated her opposition to appointing Mr. Alonzo and Ms. Ledezma and continued to speak after Mayor Torres asked her to keep the conversation related to policy. Mayor Torres asked the record to reflect the disrespect he felt was provided to the Mayorship.

The mayor recessed at 9:14 p.m. for a 10 minute break. Mayor Torres reconvened the meeting at 10:00 p.m.

Mayor Torres proposed a substitute motion to proceed by filling the two vacancies by appointment; Councilmember Melendez seconded the motion and it passed unanimously.

11. CONSIDERATION OF INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443; CONSIDERATION OF TEMPORARY STARTING TIME ADJUSTMENT FOR CITY COUNCIL MEETINGS AND ESTABLISH STUDY SESSION TO REVIEW NEWLY PROPOSED RULES OF ORDER

RECOMMENDATION: It is recommended that the City Council:

1. Introduce the attached Ordinance repealing previously adopted Ordinance 2443;
2. Temporarily adjust the starting time of City Council, Public Finance Authority and Successor Agency meetings;
3. Set a time to conduct a Study Session to review the proposed changes to the City Council/Authority/Agency Meeting Rules of Order offered by Mayor Torres; or
4. Take such additional, related action that may be desirable.

City Attorney Arnold Alvarez-Glasman presented a staff report to the City Council and was available to answer any questions.

Councilmember Melendez suggested setting an end time for Council meetings. Councilmember Tamayo, Mayor Pro Tem

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Peralta and Mayor Torres stated their support for this item. Furthermore, Mayor Torres stated that the City's aim should be to accommodate the public's schedules.

Mayor Pro Tem Peralta motion to introduce the attached Ordinance, seconded by Councilmember Tamayo; the motion passed by the following vote:

MOVED: Peralta	**SECONDED: Tamayo**	**APPROVED: 4-0-1-0**
AYES: Tamayo, Melendez, Peralta, Torres		
NOES: None		
ABSTAIN: Jimenez		
ABSENT: None		

Mayor Torres motioned for Closed Session at 6:00 p.m., Regular Session at 7:00 p.m. with the understanding that the meeting would end no later than 11:00 p.m. The motion was seconded by Mayor Pro Tem Peralta, and approved by the following vote:

MOVED: Torres	**SECONDED: Peralta**	**APPROVED: 4-1-0-0**
AYES: Tamayo, Melendez, Peralta, Torres		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

Peralta motioned to schedule a study session, seconded by Councilmember Tamayo; and approved by the following vote:

MOVED: Peralta	**SECONDED: Tamayo**	**APPROVED: 4-0-1-0**
AYES: Tamayo, Melendez, Peralta, Torres		
NOES: None		
ABSTAIN: Jimenez		
ABSENT: None		

12. ADOPT RESOLUTION NO. 23-04 REINSTATING MAYOR TORRES' COUNCIL RIGHTS AND PRIVILEGES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt the attached Resolution reinstating Mayor Torres' Council rights and privileges; or
2. Take such additional, related action that may be desirable.

City Attorney Alvarez-Glasman presented a staff report to the City Council. It was motioned by Mayor Pro Tem Peralta, seconded by Councilmember Tamayo to approve the item as is and passed by the following vote:

MOVED: Peralta	**SECONDED: Tamayo**	**APPROVED: 3-0-2-0**
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: Jimenez, Melendez		
ABSENT: None		

13. CONSIDERATION OF INTRODUCTION AND FIRST READING ORDINANCE NO. 2460, REPEALING VARIOUS EXCEPTIONS OF BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES BY AMENDING CHAPTER 3.21.025 OF THE MONTEBELLO MUNICIPAL CODE

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RECOMMENDATION: It is recommended that the City Council:

1. Introduce the attached Ordinance amending Montebello Municipal Code section 3.21.025 to repeal various exceptions of bidding procedures for professional and special services; and
2. Take such additional, related action that may be desirable.

City Attorney Alvarez-Glasman presented a staff report to the City Council. It was motioned by Mayor Pro Tem Peralta, seconded by Councilmember Tamayo to approve the item as is and passed by the following vote:

MOVED: Peralta	**SECONDED: Tamayo**	**APPROVED: 3-1-1-0**
AYES: Tamayo, Peralta, Torres		
NOES: Jimenez		
ABSTAIN: Melendez		
ABSENT: None		

City Manager Bobadilla stated that there was a public comment submitted for this item; a written comment was read and introduced into the record.

14. APPROVE THE 2023 DATES FOR SPECIAL CITY COUNCIL STUDY SESSIONS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the proposed 2023 calendar year dates establishing Special City Council Study Sessions

Mayor Torres motioned to consider study sessions to discuss the Brownfield matter, economic development, and council procedures; the motion was seconded by Mayor Pro team Peralta and approved by the following vote:

MOVED: Torres	**SECONDED: Peralta**	**APPROVED: 4-0-1-0**
AYES: Tamayo, Peralta, Torres, Melendez		
NOES: None		
ABSTAIN: Jimenez		
ABSENT: None		

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.

No items were pulled by the City Council for discussion. It was motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta to approve the Consent Calendar; the motion was approved unanimously.

15. APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3886 - SUMMER FOOD SERVICE PROGRAM PROVIDER

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 extending Agreement No. 3886 for an additional one-year (1-year) term to provide services for the City's Summer Food Service Program; and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

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Motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta; approved unanimously.

16. AUTHORIZATION TO ISSUE PAYMENTS TO INTER-AGENCY COMMUNICATIONS INTEROPERABILITY (ICI) SYSTEM AUTHORITY THROUGH THE CITY OF GLENDALE FOR SERVICES PROVIDED BY MOTOROLA SOLUTIONS, INC. UNDER THE JOINT POWERS AGREEMENT (JPA)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize payments to Interagency Communications Interoperability Authority (ICI System) through the City of Glendale for required radio maintenance and infrastructure repair services provided by Motorola Solutions, Inc. (MSI) for the duration of the six year agreement, and
2. Authorize the total contract expenditures not to exceed $1,747,339 to account for the System Upgrade Agreement (SUA), Advance Series Package, and Master Site/DSR, and
3. Take such additional, related action that may be desirable.

Motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta; approved unanimously.

17. ADOPT SUCCESSOR AGENCY RESOLUTION NO'S. 23-01 AND 23-02 APPROVING OF FISCAL YEAR 2023-24 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (23-24 ROPS)

RECOMMENDATION: It is recommended that the Successor Agency:

1. Adopt Successor Agency Resolution No. 23-01 adopting the Fiscal Year 2023-24 Recognized Obligation Payment Schedule (23-24 ROPS); and
2. Adopt Successor Agency Resolution No. 23-02 adopting the Successor Agency's administrative budget for the 2023-24 Fiscal year; and
3. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
4. Take such additional, related action that may be desirable.

Motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta; approved unanimously.

18. EMERGENCY PLUMBING REPAIRS AT VARIOUS LOCATIONS – CITY MANAGER'S FINAL REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Manager's final report of the emergency procurement of plumbing repairs at various locations as prescribed in Montebello Municipal Code Section 3.20.50; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by a total of $99,969 in the Measure A Fund (Account No. 221-70-720-6040.45, Measure A, Parks and Recreation, Parks Maintenance, Sewer Maintenance); and
3. Take such additional, related action that may be desirable.

Motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta; approved unanimously.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 11, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-02 Approving the Warrant Register dated January 11, 2023.

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Motioned by Councilmember Jimenez, seconded by Mayor Pro Tem Peralta; approved unanimously.

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).

Councilmember Jimenez and Melendez attended Contract Cities Legislative conference.

COUNCIL ORALS

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

- **Angie M. Jimenez, Councilmember:**

    1. **Jerry Griffin - follow up with staff on placing a framed image of the late Mr. Griffin at every fire station to honor his memory and help bring awareness to the members in the Montebello Fire Department during bullying prevention, mental health, suicide prevention month.**
    2. **Formal Apology - ask for Council consensus to hold Mr.Torres accountable for his actions and behavior toward the employees he harassed and intimidated by offering a formal apology for the damage he caused them before considering reinstating his privileges.**

Councilmember Jimenez followed up on her request regarding honoring Mr. Griffin's memory, Council Oral Item No. 1. Mayor Torres asked his colleagues for comments or questions and stated that he would abstain from voting on this item for lack of information. Although no motion was taken, Mayor Torres asked for a roll call vote. Councilmembers Tamayo, Melendez, and Jimenez voted in support of this item, and Mayor Torres and Mayor Pro Tem Peralta voted in opposition; consensus was received. Councilmember Jimenez removed Council Oral Item No. 2.

- **Salvador Melendez, Councilmember:**

    1. **Requesting Council consensus for a Resolution condemning the illegal blockade of Artsakh.**
    2. **Safety concerns on 6th Street and Whittier Blvd.**

Councilmember Melendez requested consensus for a Resolution related to the illegal blockade of Artsakh, Council Oral Item No 1. Mayor Torres asked his colleagues for comments or questions. Although no motion was taken, Mayor Torres asked for a roll call vote and consensus was unanimously received. For Council Oral Item No. 2, Melendez expressed safety concerns about 6th St. and Whittier Blvd. and the need for a solution. Mayor Torres asked his colleagues for comments and questions. Although no motion was taken, Mayor Torres asked for a roll call vote and consensus was unanimously approved.

- **Georgina Tamayo, Councilmember:**

    1. **Request for status of American Rescue Plan Act (ARPA) funds.**
    2. **Comments during City Council meetings should focus on issues and not be personalized.**

For Council Oral Item No. 1, Councilmember Tamayo requested a brief update on ARPA Funds via a presentation or fact sheet at a future date. Lastly, she made a statement regarding the commitment to respect each other on the dais as part of Council Oral Item No. 2.

- **Scarlet Peralta, Mayor Pro Tem:**

    1. **Reinstate Traffic & Safety Commission.**

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2. **Reinstate Civil Service Commission.**

   a. **Develop a Traffic & Safety Q&A and Directory.**

Mayor Torres called for a motion to extend the time of the meeting in order to address two council orals and one closed session item.

It was motioned by Mayor Pro Tem Peralta and seconded by Councilmember Tamayo. Mayor Torres called for a roll call vote and the motion was passed (Yes: Tamayo, Peralta, Torres; No: Jimenez, Melendez).

Councilmember Jimenez left at 10:59 p.m.

Mayor Pro Tem Peralta motioned for consensus to approve her recommendation to reinstate the Traffic & Safety Commission, Council Oral Item No. 1; consensus was received unanimously (Councilmember Jimenez was absent). Council Item No. 1a. was related to developing a Traffic & Safety Q&A and Directory. It was motioned by Mayor Pro Tem Peralta and seconded by Councilmember Tamayo to receive consensus for this item; consensus was received unanimously (Councilmember Melendez was absent). For Item No. 2, Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to approve the Civil Service Commission; consensus was received (Yes: Torres,Tamayo, Peralta; Abstain:Melendez; Absent: Jimenez).

- **David N. Torres, Mayor:**

  1. **Requesting Council consensus directing staff to procure and install chairs in Council Chambers.**
  2. **Requesting Council consensus directing staff to address audio issues in Council Chambers.**

For Council Oral Item No. 1, Mayor Torres reports about discussions with city staff regarding the installation of new chairs within the council chambers. For Council Oral Item No. 2, Mayor Torres addressed the audio issues within the council chambers, specifically with the microphone at the podium for public speakers. Consensus to move forward with both items was unanimously received.

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ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 25, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 8, 2023 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

The Mayor recessed at 11:06 p.m. into Closed Session to discuss Item No. 2 (please refer to Closed Session Report). Mayor Pro Tem Peralta motioned to adjourn the meeting at 12:24 a.m., seconded by Councilmember Tamayo to adjourn.

THE MINUTES OF JANUARY 11, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF MARCH 2023.

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AGENDA & NON-AGENDA COMMENTS

Rodarte, Alejandro

From: Andrea Garcia <garcia.andie@gmail.com>
Sent: Thursday, January 5, 2023 1:23 PM
To: Comment, ccpublic
Subject: [External Email] Public Comment for January 11th Meeting

Dear Montebello City Council Members,

I am writing you this note as a concerned resident of the City of Montebello, to urge you to take immediate action to address the dangerous intersection at 6th Street & Whittier Boulevard. As you may know, this intersection is located in the heart of the new Downtown Montebello and is a key gateway to our city.

I and others in my community are deeply concerned about the safety of pedestrians, bicyclists, and drivers who use this intersection on a daily basis. Through our twice weekly gatherings as part of the Run Montebello Run group, we've witnessed these events regardless if it was day or night, and oftentimes took it upon ourselves to warn pedestrians or use our lights to catch the attention of drivers. As recent as last night, an actual collision occurred at this intersection where two pedestrians were struck.

I urge you to take a proactive approach in finding a solution to this issue. This could include implementing traffic calming measures, building lighted pedestrian crossing signals, adding more lighting to the intersection, and solar powered stop signs.

I believe that this intersection is both an urgent public safety and public health concern and I urge you to please take the swift necessary steps to make the intersection a safe and accessible hub for all members of our community.

Sincerely,

Andrea Garcia
Concerned Montebello Resident

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

From:	William Moreno
To:	Comment, ccpublic
Cc:	Melendez, Salvador; Torres, David
Subject:	[External Email] Public Street Safety: Montebello Council Meeting: 1/11/23 - public comment
Date:	Wednesday, January 11, 2023 10:22:52 AM

I have two matters to comment on:

1. I'd like to urge Staff and Council to immediately address the safety issues on 6th and Whittier - as was done on Beverly near Mc Donalds. In the face of increasing development, the needs of the pedestrians must take precedent over auto traffic. You can't have it both ways.

2. Additionally: Montebello Blvd between Lincoln and Whitter Bvds. has become a noisy racetrack, especially after 7PM - and I have seen no evidence of traffic enforcement on this stretch of street. Historically this was a quiet residential area - that was subsequently destroyed by street expansion by previous administrations and turned into little more than a "pass-through" for traffic to the 60 Fwy.

Residents and homeowners are owned a measure of safety, quiet and protection of their property values. A complete re-thinking of the street needs to occur. Immediate mitigation measures should be considered for implementation including: 1. aggressive speed enforcement - as well as ticketing of autos with noisy and modified mufflers and, 2. potential construction of "sound walls" like freeway walls and/or sidewalk expansion.

Traffic should not be privileged over property owners' safety and investments.

Thank you,

William Moreno

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

Rodarte, Alejandro

From: Anh Trinh <actrinh@gmail.com>
Sent: Wednesday, January 11, 2023 12:15 PM
To: Comment, ccpublic
Subject: [External Email] (For 1/11/23 Meeting) Traffic safety measure on Montebello Blvd and Liberty Ave.

Dear Montebello City Council/Traffic Commission,

I am a current resident of Montebello who resides near the intersection of Montebello Blvd. and Liberty Ave. While the city has taken strides to rebuild the roads and construct a median divider (which is very much appreciated), I have since still witnessed many accidents that occur in that intersection. One particular accident occurred last Wednesday, January 4th of 2023. A speeding car side-swiped another car going southbound on Montebello Blvd, causing that car to run into my neighbor's fence, destroying it and also damaging mine (Police report 23-90). The car that caused the accident also took out the walk signal pole and fire hydrant, causing thousands of gallons of water to gush out. This recent accident could've had some fatalities. Our neighbors grandkids were in the living room and were close to the window while it happened. A brick almost flew through the window.

People speed quite often even with the new median divider that is in place. I've lost count of the times that cars have ran through red lights in that intersection. My question is, are there any more measures we can implement to curtail speeding down this street? Can we put traffic cameras there as a speed deterrent like Paramount Blvd near the Shops at Montebello? This needs to be addressed with urgency. We don't want any more fatalities like what happened back in 2018. Thank you.

Sincerely,
Anh Trinh

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

Rodarte, Alejandro

From: Cynthia Esparza <cesparza81@gmail.com>
Sent: Wednesday, January 11, 2023 1:08 PM
To: Comment, ccpublic
Subject: [External Email] Urgent - Public Safety Concern

To whom it may concern,

I am writing you this letter, as a concerned citizen of the City of Montebello, to urge you to take immediate action to address the dangerous intersection at 6th Street & Whittier Boulevard. As you may know, this intersection is located in the heart of the new Downtown Montebello and is a key gateway to our city.

I and others in my community are deeply concerned about the safety of pedestrians, bicyclists, and drivers who use this intersection on a daily basis. The high volume of traffic, coupled with the lack of sufficient crossing signals and pedestrian walkways, has made this intersection extremely hazardous.

I urge you to take a proactive approach in finding a solution to this issue. This could include implementing traffic calming measures, building lighted pedestrian crossing signals, adding more lighting to the intersection, and solar powered stop signs.

I believe that addressing the safety concerns at this intersection is crucial to the success and prosperity of Downtown Montebello. I urge you to please take the necessary steps to make the intersection at 6th Street and Whittier Boulevard a safe and accessible hub for all members of our community.

Sincerely,

Cynthia Esparza
2403 West Madison Ave.
Montebello, CA. 90640
Contact number: 323-514-8189

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

Rodarte, Alejandro

From: Miguel Bautista <mb0435034@gmail.com>
Sent: Wednesday, January 11, 2023 1:38 PM
To: Comment, ccpublic
Subject: Fwd: [External Email] Email comments

Good Evening City Council,
This new Hiring Panel could not have come at the best time, Vernon Creswell can be reinstated from his bad firing, Richard Carlinn can be hired on as a Deputy Director, Craig Barker will be hired as the next assistant Fire Chief and can you guess what they all have in common?

That's Right they play ball with the New Majority on Council. Birds of a Feather Flock Together Again … The Good Ole Boys Club and We cant Hire for credentials. Because none have them.

If these individuals applying for the position are qualified then no problem but if they are because of friends on council the only ones hurting are the city. That's the truly sad part.

Lets ask ourself once these people are in these positions, whats next? What are the next favors they will need to do to repay? Scratch my back I scratch your? Because Fire department deals with business matters to, not just burning stuff. I'm sure they have there hand in this some how and it cant be good.

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

Rodarte, Alejandro

From: Andres Cruz <ac@andrescruz.net>
Sent: Wednesday, January 11, 2023 1:45 PM
To: Comment, ccpublic
Subject: [External Email] 6th st / Whittier Blvd intersection in Montebello

Dear Montebello City Council,

I am writing you this letter, as a concerned citizen of the City of Montebello, to urge you to take immediate action to address the dangerous intersection at 6th Street & Whittier Boulevard. As you may know, this intersection is located in the heart of the new Downtown Montebello and is a key gateway to our city.

I and others in my community are deeply concerned about the safety of pedestrians, bicyclists, and drivers who use this intersection on a daily basis. The high volume of traffic, coupled with the lack of sufficient crossing signals and pedestrian walkways, has made this intersection extremely hazardous.

I urge you to take a proactive approach in finding a solution to this issue. This could include implementing traffic calming measures, building lighted pedestrian crossing signals, adding more lighting to the intersection, or just even using reflective paint on the concrete surface.

I believe that addressing the safety concerns at this intersection is crucial to the success and prosperity of Downtown Montebello. I urge you to please take the necessary steps to make the intersection at 6th Street and Whittier Boulevard a safe and accessible hub for all members of our community.

Sincerely,

Andres Cruz
232 N. 5th St.
Montebello, CA 90640

Andres Cruz
Web Consultant / Director / Developer

mobile: 323.333.8160
web: www.andrescruz.net
twitter: @andrescruz

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

Rodarte, Alejandro

From: Emmet Malachi <emmet1984m@gmail.com>
Sent: Wednesday, January 11, 2023 2:39 PM
To: Comment, ccpublic; Jimenez, Christopher
Subject: [External Email] City Meeting Public Comments

Mayor Torres and Council,
I heard about the big production show you Torres is putting on through school chatter. This is your alma mater school did you make a donation to our, Schurr's band for coming out to perform? Schurr's baseball team had their gear stolen year ago or more Mayor Cobos pulled her checkbook out wrote a check to help replace there gear and she didn't even go to Schurr. So where's the band's check Torres, got lost in the mail , should we hold our breathe or now that you need to do damage control will we be seeing one to?
The Difference Mayor Cobos she's has always been involved, this is her Montebello. She proves she couldn't be bought because she has her own money, unlike the rest of you. Where she was protecting our city and making it financially secure, well you were doing the opposite.

Your prior family involvement of missing millions from your father Richard, well the apple doesn't fall far from the tree. The upcoming lawsuits you will be costing our City well into the millions, why should we pay for your bad behavior? This is your behavior you treat people like they are nothing you pay for it. Keep trying to paint yourself as the good guy, we all know exactly who you are, No one likes you. LA City figured it out, we will soon follow.

Emmet

Read into public comments.

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

Montebello Management Professionals Association

January 11, 2023

CITY CLERK'S OFFICE
RECEIVED
Date: JAN11 '23 2:32PM

City of Montebello Mayor and City Council
1600 West Beverly Blvd.
Montebello CA, 90640
Attn: René Bobadilla, City Manager

Re: Agenda Item No. 13, January 11, 2023, City Council Meeting: Consideration of Introduction and First Reading Ordinance No. 2460, Amending Section 3.20.050 of Chapter 3.20 and Section 3.21.025 of Chapter 3.21, Title 3, of the Montebello Municipal Code to Repeal Certain Exceptions to the Bidding Procedures for Professional and Special Services and Purchases of Supplies and Equipment

Dear Honorable Mayor and City Council:

I am writing on behalf of the members of the Montebello Management Professionals Association (MMPA), to express our strong opposition to City Council Agenda Item, No. 13. As introduced, this item lacks any research independent of anecdotal evidence that has been conducted to determine that the identified bidding procedures are not aligned with best practices, or how the overall performance of the organization is strongly affected by how these procedures are inconsistent with the citywide goal of improving efficiency to ensure that vital administrative functions and the basic delivery of city services are not compromised. However, research based on law and best practices was conducted by city staff to ensure these procedures align with the City of Montebello's (City) strategic goals and commitment to efficiency and compliance.

In October 2021, the State Auditor published its audit review (Report No. 2021-807) with recommendations for the City to update the existing municipal code with amendments that will further improve the code and increase the City's ability to properly manage all procurements. A committee of Finance Staff was formed and worked closely with the City Attorney's office to ensure all the proposed changes, recommended by the State Auditor and identified by the Finance Staff, aligned with the current California Government Code and other governing rules and regulations.

On November 10, 2021, the Director of Finance, Michael Solorza, presented the City's corrective action plan (as required by Report No. 2021-807) that identified the following recommendation:

- "The City should create a policy by January 2022 requiring staff to formally document situations when a valid reason exists for deviating from procurement requirements in its municipal code, when the code allows it to do so."

In addition, staff recommended language changes to improve the management of:

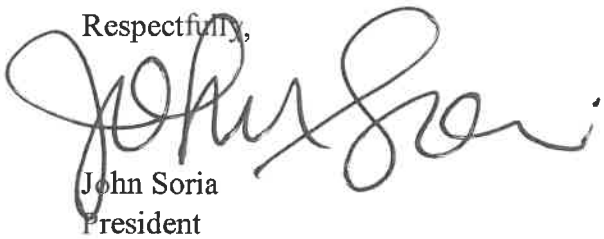
- Sole/Single source goods and/or services
- Standardization of Goods and/or services
- Cooperative purchases (i.e., piggybacking of contracts)

- Posting of bids, requests for proposals, etc. using electronic methods (i.e., PlanetBids). Each of these recommendations were unanimously approved by the City Council, and subsequently approved by the City Council via Ordinance No. 2447 on February 9, 2022.

We urge you to consider tabling this item to a date to be determined, and work with city staff to identify potential strengths and weaknesses within the City's Purchasing System, to meet the citywide goal of improving efficiency and ensure that vital administrative functions and the basic delivery of city services are not compromised.

Thank you in advance for your consideration.

Respectfully,



John Soria
President
MMPA

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Kids

Recycled Origami Workshop for Kids
Wed, Jan 4, 4 pm
Ages 5 and up.

Teens

Author Talk: The Gilded Ones by Namina Forna
Thu, Jan 7, 11 am

Teen Culture Club at the Asian Pacific Resource Center: San Francisco's Chinatown - A Minecraft Tour
Sat, Jan 28, 11 am

What is Fentanyl?
Thu, Jan 26, 4 pm

Adults

Explore Video Chat Apps
Thu, Jan 5, 11am

Digital Books for Your New Device
Tue, Jan 10, 4 pm

New Year, New You: Start 2023 with Meditation
Wed, Jan 11 5:30 pm

Navigating Banking Apps
Thu, Jan 12, 11am

Author Talk: Decluttering to Start Your New Year
Tue, Jan 17, 11 am

Further your Education with Your New Device
Tue, Jan 17, 4 pm

How to Start Your Small Business
Wed Jan 18, 3 pm

Explore Videoconferencing Apps
Thu, Jan 19, 11 am

Life Skills for Emerging Adults: How to Navigate the First-Generation College Experience
Thu, Jan 19, 6 pm

Basic Clothes Mending Techniques
Sat, Jan 21, 10:30 am

Work Ready: Your Guide to Successful Meetings
Tue, Jan 24, 11am

YouTube for Beginners
Thu, Jan 26, 11am

Author Talk: What if? by Randall Munroe
Tue, Jan 31, 11 am

Movies and Music for Your New Device
Tue, Jan 31, 4 pm

featured event...

YouTube for Beginners
Thu, Jan 26, 11am

For ADA accommodations, call Monday – Thursday, 562.940.8462 (voice) or 562.940.8477 (TTY).

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featured event...

YouTube para principiantes
Jueves, 26 de enero, 11:00 am

Estos programas serán presentados en inglés

Niños

Taller de origami reciclado para niños
Miércoles, 4 de enero, 4:00 pm
Edades de 5 años en adelante.

Adolescentes

Charla con el autor: The Gilded Ones de Namina Forna
Jueves, 7 de enero, 11:00 am

Club de cultura para adolescentes en el Asian Pacific Resource Center: Chinatown en San Francisco – Un tour de Minecraft
Sábado, 28 de enero, 11:00 am

¿Qué es el fentanilo?
Jueves, 26 de enero, 4:00 pm

Adultos

Explora las aplicaciones de video chat
Jueves, 5 de enero, 11:00 am

Libros digitales para tu nuevo dispositivo
Martes, 10 de enero, 4:00 pm

Computadoras: los conceptos básicos
miércoles, 11 de enero, 11am

Nuevo año, nuevo tú: comienza el 2023 con meditación
Miércoles, 11 de enero, 5:30 pm

Navegar por las aplicaciones bancarias
Jueves, 12 de enero, 11:00 am

Charla con el autor: ordenar para comenzar tu Año Nuevo
Martes, 17 de enero, 11:00 am

Mejora tu educación con tu nuevo dispositivo
Martes, 17 de enero, 4:00 pm

Cómo comenzar tu pequeño negocio
Miércoles, 18 de enero, 3:00 pm

Explora las aplicaciones de video conferencia
Jueves, 19 de enero, 11:00 am

Habilidades para la vida para adultos emergentes: cómo navegar la experiencia universitaria de primera generación
Jueves, 19 de enero, 6:00 pm

Técnicas básicas de reparación de ropa
Sábado, 21 de enero, 10:30 am

Listo para el Trabajo: tu guía para reuniones exitosas
Martes, 24 de enero, 11:00 am

Correo electrónico como un profesional
miércoles, 25 de enero, 11 am

YouTube para principiantes
Jueves, 26 de enero, 11:00 am

Charla con el autor: What if? de Randall Munroe
Martes, 31 de enero, 11:00 am

Películas y música para tu nuevo dispositivo
Martes, 31 de enero, 4:00 pm

CLOSED SESSION COMMENTS

From: Bobby Nassir
To: Comment, ccpublic
Subject: [External Email] Brownsfield Overlay Zone
Date: Wednesday, January 11, 2023 9:20:59 AM

Good evening and Happy New Year to Council and Staff,

I wanted to respectfully follow up regarding the approved letter that was supposed to be sent to property owners and business owners regarding a stay on evictions and penalties and further ask if the study session could please be scheduled this evening? Unfortunately, I am unable to make it in person but will be watching online.

--
Bobby Nassir

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

From: Kevin Wong
To: Comment, ccpublic
Subject: [External Email] Public Comment for Jan 11, 2023 City Council Meeting
Date: Wednesday, January 11, 2023 10:36:46 AM

My name is Kevin Wong from Fast Deer Bus Charter on 8105 Slauson Ave, and I am writing to follow up on the Council's vote from the December 21st meeting. While I was not able to attend the meeting in person, I watched the playback of the entire meeting. I want to thank all of the council members for their 5-0 vote in favor of a study session to review the Brownfield Overlay District. As the representative for our small business, I can say that all of our employees are appreciative of the Council's effort to spend more time looking into this matter.

At the previous meeting, the Council agreed to transmit letters staying eviction and enforcement of penalties. As of Tuesday, January 10, we have not received these letters. I would like to request that these letters be sent out as soon as possible to help alleviate our concerns. Furthermore, I would also like to request that the date of the study session be determined as quickly as possible. This will allow impacted businesses to have a more concrete timeline of when we can expect this matter to be resolved.

Thank you very much for your time and consideration.

Sincerely,

Kevin Wong
DIRECTOR OF OPERATIONS
Office: (323) 201-8988
www.fastdeerbus.com

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

Rodarte, Alejandro

From: noreply@civicclerk.com
Sent: Wednesday, January 11, 2023 12:12 PM
To: Comment, ccpublic
Cc: sgeil@aol.com
Subject: [External Email] Public Comment Submission

Submitted by: Steve Geil
Email Address: sgeil@aol.com

Commented on event: https://montebelloca.civicclerk.com/web/player.aspx?id=1436
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: January 11, 2023 City of Montebello Honorable Mayor and City Council 1600 West Beverly Boulevard Montebello, CA 90640 Re: Brownfield Overlay District Study Session Dear Honorable Mayor and City Council, I have owned the property located at 1501 Chapin Road since 1984, and I am extremely blessed to have Liberty Linehaul West as an outstanding, long-term tenant. As was articulated through virtually all oral and written public comments at the last City Council meeting, the notice to cease operations and vacate no later than Tuesday, November 22, 2022 came as a complete shock, as the outpouring of concern was overwhelming. The essential businesses and employees in our area truly represent the heart and soul of Montebello - extremely hard-working individuals, many Montebello residents, whose lives would be devastated if these businesses were forced to cease operations. I am very grateful and thank City Council for your genuine concern and unanimous support of Mayor Torres' request to immediately transmit letters to businesses in the Brownfield Overlay District staying eviction and enforcement of penalties due to sunset of said district, as well as a Study Session to review and formulate a plan which would provide for both the betterment of the area as well as the assurance that existing property owners and tenants would be allowed to permanently remain in operation. Sincerely, A-1 Property Development, Inc. Steven M. Geil, President

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD ✓

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

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

8, 13, Orals

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

Meeting Date: 1/12/23 **Time Received:** 5:40 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD ✓

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

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

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

Meeting Date: Jan. 11 2023 **Time Received:** 5:40 **Date Received:** Jan 11 2023

SPEAKER'S FULL NAME: MARGOT LESER **PHONE:** _____ (Optional)

ADDRESS: Via San Dolores (Optional)

ORGANIZATION REPRESENTED: Concerned Citizens, people, public, resident - tax payers voters !!!!

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ 10 **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:28 **Date Received:** 1/11/23

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** 323 724-4840 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ Interview Hiring Panel **AGENDA ITEM NO.** _____

Meeting Date: 1/11/2023 **Time Received:** 5:44 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____ (Optional)

ADDRESS: 842 N. Vail Ave Montebello (Optional)

ORGANIZATION REPRESENTED: Resident

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1-11 **Time Received:** 5:45 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Bill Paolisso **PHONE:** _____ (Optional)

ADDRESS: South Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Condition of South Montebello

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 6

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1/11/23 **Time Received:** 5:46 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Monique Cruz **PHONE:** (626) 290-6327 (Optional)

ADDRESS: 2327 N. 5th, 91640 (Optional)

ORGANIZATION REPRESENTED: S. Melendez

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

NOTES: Traffic on 6th & Whittier

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:51 pm **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Joey Bravo **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 8

SPEAKER CARD

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

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

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

Meeting Date: 1/11/2023 **Time Received:** 5:51 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 9

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:51 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Rosemary Gurrola **PHONE:** _____ *(Optional)*

ADDRESS: Montebello Library *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: Speak about library programs

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 10

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:56 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Kimberly Cobos Candelaria **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 11

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:56 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Tita **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 12

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:56 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Linda Nicolas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 13

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1-11-23 **Time Received:** 5:56 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Rosa Tomayo **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ Public Hearing **AGENDA ITEM NO.** 6

Meeting Date: 1/12/23 **Time Received:** 5:40 **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: none

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD ✓

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Meeting Date: 1/11/23 **Time Received:** 5:50 Public hearing **Date Received:** 1-11-23

SPEAKER'S FULL NAME: Christina Stricklin **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Heart of Compassion

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Meeting Date: 1/11/2023 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Hearing

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, JANUARY 18, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

TELECONFERENCE LOCATION FOR MAYOR TORRES:
CAPITOL HILTON, ROOM 941
1001 16TH ST. NW
WASHINGTON, D.C. 20036

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the meeting to order at 6:06 p.m.

ROLL CALL

Members present were Mayor Pro Tem Peralta, Councilmember Melendez, Councilmember Tamayo, and Mayor Torres joined the meeting via teleconference and two at-large seats remain vacant; Councilmember Jimenez was absent. Only three Councilmembers were present in the Council Chambers; City Clerk Jimenez and Treasurer Matanga were also present.

Mayor Torres confirmed that he posted the agenda with 24-hour notice as required by the Brown Act.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, and Deputy City Clerk Kimberly Guillen were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on 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.

The City Clerk's Office acknowledged five (5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. The City Clerk's Office acknowledged twenty-three(23) written public comments submitted to the City's public comment email address; said comments are on file at the City Clerk's office.

CLOSED SESSION 5:00 P.M.

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

Mayor Torres recessed the meeting into Closed Session at 6:11 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One matter relating to the Brownfield Overlay District

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:33 p.m.

City Attorney Arnold Alvarez-Glasman provided the following report to City Council: City Council discussed the item and directed the City Attorney's Office to hold a study session with the property owners, business owners, and stakeholders in addition to drafting a notice of staying eviction and enforcement of penalties. Councilmember Melendez was not in support of that direction.

CORRECTIONS TO THE AGENDA CITY MANAGER

None.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

2. DISCUSSION BY CITY COUNCIL TO DEFINE THE PROCESS BY WHICH INTERESTED RESIDENTS CAN APPLY FOR AN APPOINTMENT TO THE VACANCIES OF THE TWO AT-LARGE CITY COUNCIL SEATS

RECOMMENDATION: It is recommended that the City Council:

1. Provide direction in defining the process by which interested residents can apply for an appointment to the vacancies of the two at-large City Council seats.

Councilmember Melendez suggested opening the council vacancies to all residents and spoke in favor of creating a selection process.

Councilmember Tamayo suggested a unanimous process to appoint the vacant council seats instead of a special election.

Mayor Pro Tem Peralta would like to propose an application process similar to the City of Downey and San Joaquin. She provided Council copies of those cities' Council Vacancy Applications. The application solicits the applicant's background, experience, and community involvement. In addition to basic background information, the application asks why they are interested in the appointment and their areas of priority if appointed. She further suggested a required 250-500 word candidate statement similar to the election process. Lastly, she proposed the application period to begin on Thursday, January 19 through Tuesday, January 24, by 4:00 p.m. Applicants can submit their application in person or via email. She further suggested that the timeline would allow staff time to provide the applications to Council for review to prepare for the discussion and appointment at the upcoming Regular City Council Meeting on January 25, 2023. She recommended that the applicants prepare a 90-second oral statement for Council consideration.

The motion to establish said process was made by Mayor Pro Tem Peralta and seconded by Councilmember Tamayo. the

DRAFT

motion was approved unanimously by Councilmembers present.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 25, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

Date and Posted: January 17, 2023 at 3:00 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Tuesday, January 17, 2023 by 6:00 p.m.**

Alicia Fernandez, Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned to adjourn at 7:21 p.m. seconded by Councilmember Melendez.

THE MINUTES OF JANUARY 18, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF MARCH 2023.

DRAFT

PUBLIC COMMENTS

Rodarte, Alejandro

From: kbfirefghtr@aol.com
Sent: Tuesday, January 17, 2023 3:32 PM
To: Comment, ccpublic
Subject: [External Email] Community Concerns

Good evening;

My name is Linda Nicklas address on file, I would like to put these facts on the record. The Council meeting on 1/11/2023 started at 5 P.M. for the closed session and continued till 1:30 A.M. are you aware Torres you caused the city to violate labor laws by forcing employees to work 16 and one-half hours straight without legal breaks or meal breaks? You cannot use the 10-minute break as an excuse, because employees had to be ready at your command to restart the meeting.

It wasn't enough you had employees stay 16 1/2 hours, then you wanted to call a Special Meeting on Friday when City Hall is closed and that's the employee's day off. Next, you wanted Monday ironically was Martin Luther King Day also a Federal Holiday against the law to force employees to work on that day. So here you are today, what do you plan to have meetings every week? How can you possibly say you are considerate of others?

When you were discussing changing the start time to accommodate one Councilperson, you totally disregarded the effect it would have on the employees and staff. It shows your total disregard for anyone else but yourself. We the residents will also be affected, my bet is that's your goal to keep residents from attending meetings. Just know this, we the residents have been involved before you were in power and will continue until you are gone.

On that note thank you Peralta aka Tapia for putting your violation of the Brown Act by you, Torres, and Tamayo on the record during your Orals explaining how you 3 discussed appoint of 2 at large positions. I contacted the Voter Registrar"s Office and in their opinion, the votes should be the persons who have the most votes in all Districts, but we know the last person you'd want on the Dais is former Mayor Cobos Cawthorne and former Treasurer Rafael Gutierrez, they would not take bribes, they had the highest vote counts. You three Torres, Peralta aka Tapia, and Tamayo should not take away the rights of the voters by not conducting a democratic process. It will be legally challenged, the City Attorney was wrong when he allowed you to Peralta to make a motion removing hiring powers from the City Manager. I did mention Councilman Melendez could argue the point and win, I was correct.

Tread very carefully you three Torres, Peralta, and Tamayo you are on thin ice legally, just because you have the majority voting powers does not equate to acting in the best interest of the City of Montebello, not to benefiting yourselves.

A resident spoke and mentioned Torres meeting with former Councilman Urteaga, regarding the development of our Golf Course, is that why you now call yourself a developer? You do realize since it's on the record you cannot vote on any item moving forward with that idea?

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

Rodarte, Alejandro

From: Al Pimentel <drapimentel10@gmail.com>
Sent: Wednesday, January 18, 2023 2:56 PM
To: Comment, ccpublic
Subject: [External Email] Public Comment for Special Meeting

Members of the Montebello City Council,
My name is Dr. Al Pimentel Jr and I am submitting this letter because I am concerned about the rationale or rather, logic, behind the proposed appointments to fill the two vacant at-large seats on the city council. First, I'd like to make it abundantly clear that I am not opposed to filling the two at-large seats nor am I living in a fantasy world that would suggest that these seats would be filled by anyone other than allies of the majority. It's politics, I understand that. My concerns are focused on the premature nomination of two individuals based on the simple fact that they sought office and happened to lose within 100 votes. Though admirable that these individuals put up a challenge against two incumbents, that should not be the sole qualifying factor used to determine the appointments. First, the votes earned in both of these tight races each represent 1/5 of the city and fail to meet any logical threshold that would be acceptable in the world of academia, the sample size is simply too small. Second, these votes are not a reflection of the general attitudes or beliefs of Montebello residents. Third, making such appointments on the basis of these individuals running for office and the thought that if someone wanted to be on city council, they would have been a candidate is absurd. Please note, democracy provides many with the opportunity to seek political office but privilege allows individuals to have the guidance and financial backing to pursue that office. In other words, not everyone has the political advisors and access to campaign financing that our current council members benefited from in this past election. Fourth, the city council voted to transition to a district-based election system due to a complaint about CVRA violations. I urge the city council to use this unique appointment opportunity and appoint a member (or two) from the AAPI community. The AAPI community has historically been excluded from elected office in Montebello and our city council has the ability to begin to rewrite Montebello history by focusing on diversity, equity, and inclusion. My final point is the following: the concepts of transparency and fairness are beautiful concepts when applied equally. Therefore, just as our city council members have been vocal advocates for greater transparency, I recommend that you practice what you preach and allow these appointments to go through an interview process. At the end of the day, the majority will be able to select their appointees and hopefully these appointments will consist of individuals with undeniable qualifications, integrity, skills, and knowledge about how to move the city forward. In other words, please actively recruit and appoint the strongest and most qualified residents to fill the two empty seats.

On another note, I'd like to congratulate David Torres on his historic mayorship, this is all part of your legacy in our city!

-Al
--
Alberto Pimentel Jr, Ed.D, M.P.A, M.A
Assistant Professor of Sociology, Los Angeles Harbor College
Advisory Council, USC Viterbi School of Engineering
323.309.3439

CITY CLERK'S OFFICE

RECEIVED

JAN18 '23 1:42PM

City Council,

Date: _____

I'm submitting my comment in writing since I'm unable to attend the meeting and would like it to be read fully. This letter is to address my disappointment with councilmember Peralta's request to appoint Marie Ledezma and Rick Alonzo for the two vacant at large seats.

At the June 2022 meeting, Councilmember Melendez suggested that the ordinance be updated to address the at-large seats that would be vacant if Councilmembers Torres and Peralta were to both run and win their district seat. Why wasn't the ordinance updated to reflect his request?

During that same meeting, Councilmember Peralta asked, **"what other cities have done this, especially with setting all 5 districts up for election?"** The city attorney stated that to his knowledge there weren't any other cities. Councilmember Peralta stated: **"Montebello would be the first city to set that precedent"** and scrutinized the previous council majority for **"deviating from the norm"** stating that it **"puts the community at a disadvantage by creating a sequence that might favor the current council majority"**. Councilmember Peralta stated that presenting the ordinance to the community in the manner that it was, **"was highly disrespectful....our residents deserve a process that is transparent and engaging not one that is presented with such haste ...where is the respect for our community....Councilmember Torres and I have advocated for this process to be engaging to be transparent".** She presented research of other cities allowing at large seats to expire and phasing into the district process, such as Maywood and Torrance, and stated **"why should Montebello deviate from that norm, why are we looking to go down a path without strong legality and a precedent set to support the decision that could lead to liability and wasting our residents hard earned tax dollars. I don't feel comfortable steering the ship in an opposite direction without assurances, based on unfounded wind and to the favor of those that want to protect their power. The process of district was to done to create equality among our community and to ensure equal representation across the board"**. She asked her community to ask, **"at who's expense and at whose favor is this being done for? The circumstances behind this situation seem to be less about equal representation and more about political self-interest"**.

When the City Council adopted Ordinance 2451, the ordinance stated that all five district seats would be placed on the ballot so that each district would be represented, temporarily forming a seven-member body. **Now that all five districts are filled there is NO need to fill the two at-large vacancies.** Councilmember Peralta, you were so concerned about setting a new precedent, that according to you could *"lead to liability and waste our residents hard earned tax dollars"*, and scrutinized the previous majority from deviating from the norm, yet you are suggesting to do the same now by appointing two at large seats that are not needed. Appointing two additional councilmembers will cost us money!! It costs the city between $35,000 to $40,000 per each councilmembers annually. This includes your stipends, benefits, supplies, and conferences, including whatever you spend at conference, that we all pay for. For two additional members, for two terms each, that would be approximately $160,000. Why

not have a special election and let the people elect, when the cost would not be much of a difference? Or just do the right thing and just dissolve the two at large seats.

You stated that you want **"equality among our community and ensure equal representation across the board"** ...then you should lead by the example that you expected from your colleagues last year. You posed the question, **"at who's expense and at whose favor is this being done for?"**...ask yourself the same question now. You stated **"The circumstances behind this situation seem to be less about equal representation and more about political self-interest"**....who's political self-interest is your suggestion looking out for? Now that there is a new majority, the answer is, YOURS.

Council, today I ask you to do the right thing, eliminate the two at large seats that are no longer needed. If you still decide to unnecessarily appoint 2 members costing the city $160,000, at least establish a procedure that is transparent and impartial such as moving forward with applicants that meet the requirements and creating a scoring system that rates each applicant based on their **ACTUAL EXPERIENCE** (not just appointing two individuals that you promoted during the election); OR proceed with a special election so the people can decide.

Also, I don't know how you think it's fair to suggest Ms. Ledezma or Mr. Alonzo when traditionally Montebello has selected the candidate with the **highest number of votes just like every other surrounding city**; but now you choose to go against "the norm" for your own political self-interest. This being a district election, the number of votes were not equally represented since that depended on the number of candidates running for each district.

You sit on the dais and promote woman empowerment, then be a woman of your word!

Carmen Romero,Concerned Resident

Rodarte, Alejandro

From: Juan Rangel <rangelj88@gmail.com>
Sent: Wednesday, January 18, 2023 2:40 PM
To: Comment, ccpublic
Subject: [External Email] Public Comment for agenda Item #2 of special City Council meeting 01.08.23

Public Comment:

RE: Agenda item #2 - Process to apply for an appointment to the vacancies of the two at-large City Council seats

In the last City Council meeting, Council member Scarlet Peralta nominated Marie Ledezma and Rick Alonzo to the vacant council seats by justifying the decision on the amount of votes by which they lost their respective elections; however, an argument may also be made for appointing the candidates that received the most number of votes. These (2) seats would represent the City at large; therefore, an argument may be made to seat the candidates that were not elected but received the most votes in this election. Former Mayor Kimberly Cobos-Cawthorne received 1,041 votes and Rafael Gutierrez received 911 votes compared to Marie Ledezma who received 880 votes and Rick Alonzo who received the least number of votes of all second place candidates with 686 votes.

Furthermore, it is not proper for the Council to establish the rules for seating these vacant seats after the results of the election have been certified. It seems that there are multiple violations and conflicts of interests given that the rules will be created in order to seat the candidates certain Council members prefer.

I encourage the City attorney to please review part D of section 2.08.050 municipal code which states, if vacancies in Council member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large. As a result, it seems that an election or appointing the candidates with the greater number of votes would be the proper action under this section of the code.

Moreover, adding new council members would require another vote for Mayor and Mayor Pro-Tem as the (2) new Council members should have the same privileges and votes thereof to elect the Mayor and Mayor Pro-Tem.

I encourage the Council to allow for the residents to vote in an at-large election or seat the candidates with the greater number of votes from the previous election. If the vacant seats are filled without considering the residents then the district election would have served no purpose and the City will remain liable under the California Voter Registration Act. I further encourage the Council to listen to the recommendations of the residents instead of following the same process of not being fully transparent, limiting conversation, providing last minute notices and making politically motivated decisions.

Rodarte, Alejandro

From: Sylvia Takeyama <sct5872@gmail.com>
Sent: Tuesday, January 17, 2023 3:35 PM
To: Comment, ccpublic
Subject: [External Email] Local Resident

Respectfully, my comment is addressed to the city council.
As an educated resident it is so distasteful to see how one council member Jimenez is so rude to the council each meeting she is attacking her fellow council members.
The council is doing their best to clean up this mess that the former mayor has brought to the city. As a thirty year resident I can honestly say whole heartedly that the council that we have now will make decisions for the best interest of the residents of Montebello.
I would also like to add in this day and age we need to respect each other as we will hold accountable those who do not adhere to that be mindful Mrs. Jimenez we are all adults. City residents are watching these meetings.
Let's move forward in a positive manner for a better tomorrow for Montebello.

Sylvia Takeyama

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

Comments in Favor of Rick Alonzo and Marie Ledezma

Number	First Name	Middle Initial	Last Name
1	Ruth	N.	Lopez
2	Roxana		Pimentel
3	Rosalind		Harada
4	Lily		Teran
5	Diana		Reymundo
6	Sandra		Sage
7	Flor		Alvarez
8	Berta		Barajas
9	Sylvia		Takeyama
10	Cristina		Sarabia
11	Michael		Ortiz
12	Jannette		Huffines
13	Yolanda		Aguiar
14	David	J.	Sanchez
15	Maura		Cardenas
16	Terry		Cardenas
17	Pattie	S.	Sanchez
18	Laura		Cardenas

Rodarte, Alejandro

From: Ruth Noemi Lopez <noemi3674@yahoo.com>
Sent: Monday, January 16, 2023 6:21 PM
To: Comment, ccpublic
Subject: [External Email] Vacant at -large seats

Honorable Mayor Torres and Councilmembers, We would like you to appoint Rick Alonzo and Marie Ledezma for Montebello vacant at -large seats.

Thank you
Roxy Pimentel

Sent from Yahoo Mail on Android

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

Rodarte, Alejandro

From: Roxana Pimentel <pimentelroxana20@gmail.com>
Sent: Monday, January 16, 2023 6:25 PM
To: Comment, ccpublic
Subject: [External Email] Vacant at large seats

Honorable Mayor Torres and Councilmembers, We would like you to appoint Rick Alonzo and Marie Ledezma for Montebello vacant at -large seats.

Thank you
Roxana N. Rubal

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

Rodarte, Alejandro

From: Roz Harada <rozharada@gmail.com>
Sent: Tuesday, January 17, 2023 7:54 AM
To: Comment, ccpublic
Subject: [External Email] Appointment of at-large City Council seats

Mayor Torres and Councilmembers,
I would like you to appoint Rick Alonzo and Marie Ledezma for Montebello's vacant at-large seats.

Thank you.
Rosalind Harada
2013 San Antonio Dr.
Montebello, CA

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

Rodarte, Alejandro

From: Lily Teran <lilyteran123@gmail.com>
Sent: Tuesday, January 17, 2023 10:14 AM
To: Comment, ccpublic
Subject: [External Email] Public Comment January 18, 2023

Hello Mayor Torres and Councilmembers,

We would like you to appoint Rick Alonzo and Marie Ledezma for Montebello's vacant at-large seats.

Thank you,
Eddie Enriquez and Lily Teran

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

Rodarte, Alejandro

From: Diana Reymundo <reymundofamily@aol.com>
Sent: Tuesday, January 17, 2023 10:26 AM
To: Comment, ccpublic
Subject: [External Email] Public Comment January 18, 2023

Mayor Torres and Council-members,
We would like to appoint Ms. Marie Ledezma and Rick Alonzo for Montebello's vacant at-large seats.

Thank you, Richard and Diana Reymundo.☺

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Rodarte, Alejandro

From: sandra sage <smorfin67@yahoo.com>
Sent: Tuesday, January 17, 2023 2:29 PM
To: Comment, ccpublic
Subject: [External Email] At Large vacant seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you

Sandra Sage

Sent from Yahoo Mail for iPhone

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

Rodarte, Alejandro

From: Flor Alvarez <alvarezrealtor@gmail.com>
Sent: Tuesday, January 17, 2023 3:00 PM
To: Comment, ccpublic
Subject: [External Email] Dear mayor Torres

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant at-large seats.

Thank you,

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

Rodarte, Alejandro

From: Berta Barajas <bertabarajas55@att.net>
Sent: Tuesday, January 17, 2023 3:10 PM
To: Comment, ccpublic
Subject: [External Email] At-large council seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant at-large seats.

Thank you,

Berta Barajas

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

Rodarte, Alejandro

From: Sylvia Takeyama <sct5872@gmail.com>
Sent: Tuesday, January 17, 2023 3:18 PM
To: Comment, ccpublic
Subject: Re: [External Email] Council Seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant at-large seats.

Thank you,

Sylvia Takeyama

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

Rodarte, Alejandro

From: Cristina Sarabia <dcowgirl82@yahoo.com>
Sent: Tuesday, January 17, 2023 3:27 PM
To: Comment, ccpublic
Subject: [External Email] URGENT Request

Mayor Torres and Councilmembers:

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant at-large seats.

Thank you!
Respectfully submitted,
Cristina Sarabia
300 North 7th Street
Montebello, CA 90640

Sent from my iPhone

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

Rodarte, Alejandro

From: Michael Ortiz <mrmike442003@yahoo.com>
Sent: Tuesday, January 17, 2023 3:40 PM
To: Comment, ccpublic
Subject: [External Email] At Large Vacant Seats

Mayor Torres and Council Members

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at large vacant seats.

Thank You
Michael Ortiz
Montebello Resident
Sent from my iPhone

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

Rodarte, Alejandro

From: huffym@aol.com
Sent: Tuesday, January 17, 2023 5:03 PM
To: Comment, ccpublic
Subject: [External Email] Vacant Council Seats

Mayor Torres and fellow Councilmembers,

As a fellow resident of Montebello I would like to express my opinion on who should be appointed to the two vacant at-large council seats. Since the district elections their are two candidates with a significant amount of votes from their respective district runs. Please consider appointing Marie Ledezma from District 3 and Rick Alonzo from District 5. I strongly believe we need to have these two candidates to add a new and fresh perspective for the good of our City.

Thank you for your consideration .

Janette Huffines

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

Rodarte, Alejandro

From: Aguiar <yaguiar@earthlink.net>
Sent: Tuesday, January 17, 2023 5:38 PM
To: Comment, ccpublic
Cc: Torres, David; Peralta, Scarlet; Tamayo, Georgina; Melendez, Salvador; Jimenez, Angie
Subject: [External Email] Vacant At-large City Council Seats

Honorable Mayor Torres and City Councilmembers,

In following through with Montebello Municipal Code/Ordinance approved by the former Council majority on June 15, 2022, expanding the council to seven (7) members, please appoint Rick Alonzo and Marie Ledezma to fill those vacancies. There is no need to spend our taxpayers' money on a costly special election.

Thank you for your consideration.

Yolanda Aguiar

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

Rodarte, Alejandro

From: David J. Sanchez <davidjsanchez@yahoo.com>
Sent: Tuesday, January 17, 2023 6:39 PM
To: Comment, ccpublic
Subject: [External Email] At Large City Council Seats

Mayor David Torres, Mayor Pro Tem Scarlet Peralta and Council Member Georgina Tamayo,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant City Council At Large seats.

Best Regards,

David John Sanchez
815 Perry Avenue
Montebello CA 90640

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

Rodarte, Alejandro

From: Maura Cardenas <cardenasmaura614@gmail.com>
Sent: Tuesday, January 17, 2023 6:41 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonso and Marie Ledezma

Dear Mayor Torres and counsel members,

Please appoint Rick Alonso and Marie Ledezma to Montebello's at-large vacant seats.

Thank you.
Maura Cardenas

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

Rodarte, Alejandro

From: Terry Cardenas <luna_93@hotmail.com>
Sent: Tuesday, January 17, 2023 7:00 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonzo and Marie Ledezma

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,

Maria-Teresa Cardenas

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

Rodarte, Alejandro

From: Pattie Soltero Sanchez <pattie.soltero@yahoo.com>
Sent: Tuesday, January 17, 2023 7:08 PM
To: Comment, ccpublic
Subject: [External Email] At Large seats

Mayor David Torres, Mayor Pro Tem Scarlet Peralta and Council Member Georgina Tamayo,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant City Council At Large seats.

Best Regards,

Dr. Pattie Soltero Sanchez
815 Perry Avenue
Montebello CA 90640

-Pattie

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

Rodarte, Alejandro

From: Laura Cardenas <mara732@yahoo.com>
Sent: Tuesday, January 17, 2023 7:17 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonzo and Marie Ledezma

Dear Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,

Laura Cardenas

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

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

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

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

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

Meeting Date: 1/18/23 **Time Received:** _____ **Date Received:** 1/18/23

SPEAKER'S FULL NAME: Anna Jurado **PHONE:** 323 394-8962 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1-18-23 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Bill Patisso **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: Last Council Meeting & Possible special Meeting

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 41

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ 7 PUBLIC ORALS **AGENDA ITEM NO.** _____

Meeting Date: 18 January 2023 **Time Received:** 6:18 pm **Date Received:** 18 January 2023

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ *(Optional)*

ADDRESS: VIA San Dorco *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** Public Orals Closed session & new City council pay

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No 5

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** General Comment

Meeting Date: 1-18-23 **Time Received:** _____ **Date Received:** 1/18/23

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____ (Optional)

ADDRESS: Morris Place Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Abill Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

AMENDED - ITEM NO. 5 - ATTACHMENT ADDED (CITY COUNCIL APPLICATION SUBMISSIONS)

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 25, 2023 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the City Council Special Meeting to order at 6:02 p.m. concurrently with the City Council Special Meeting of January 25, 2023.

ROLL CALL

Members present were Mayor/Chairperson Torres, Mayor Pro Tem/Vice Chairperson Peralta, Councilmember/Member Jimenez, Councilmember/Member Melendez, and Councilmember/Member Tamayo, and two at-large seats remain vacant. City Clerk/Board Secretary Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA 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/PFA 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.

Mayor Torres recommended that comments not be heard until after the discussion of Item No. 4.

CLOSED SESSION 5:00 P.M. - NONE

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

CLOSED SESSION REPORT

INVOCATION

Led by Pastor Guillermo Caloca

PLEDGE OF ALLEGIANCE

Led by Al Cota

CORRECTIONS TO THE AGENDA CITY MANAGER

City Attorney Alvarez-Glasman stated that there are two items that require immediate attention that were brought about after the posting of the agenda. The items were added after Old Business Item No. 4.

Motioned by Mayor Pro Tem Peralta to add the following Closed Session items, seconded by Councilmember Melendez; motion carried unanimously. ;

Walk On Item No. 4b.
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Neighborhood Elections Now, et al. v. City of Montebello
Los Angeles Superior Court Case No. 23STCV01567

Walk On Item No. 4c.
CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency's Negotiator: Arlene Salazar, Assistant City Manager, and Nick Razo, Human Resources Director
Employee Groups: SMART-TD

CEREMONIAL/PRESENTATIONS

None.

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

At this time, the general public may address the City Council/PFA 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/PFA 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.

The City Clerk's Office acknowledged thirteen (13) speaker cards and two (2) written public comments submitted to the City's public comment email address. Said speaker cards and comments are on file at the City Clerk's office.

All other speaker cards and written comments to address Item No. 5 were held off to be heard after the Closed Session.

Motioned by Councilmember Melendez to extend the public comment period beyond the thirty (30) minute limit, seconded by Councilmember Jimenez; the motion passed unanimously.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

PUBLIC HEARING

DRAFT

1. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2461 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. "PC-2022-0004-GPA-ZC-SPR") FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE TO ALLOW THE CONSTRUCTION OF TWELVE (12) RESIDENTIAL UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct Public Hearing and uphold the Planning Commission's recommendation to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2022-0004-GPA-ZC-SPR to amend the General Plan Designation from Low Density Residential to High Density Residential and change the zoning designation from R-1 to R-3 to allow the development of twelve (12) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive First Reading and Introduction of Ordinance No. 2461 approving a GPA and ZC (Case No. PC-2022-0004-GPA-ZC-SPR) for the property located at 844 S. Greenwood Avenue ("Project Site"); and
3. Find and Determine the GPA and ZC to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related action that may be desirable.

Monica Mercado-Rodriguez, Planning Manager, presented a staff report request to amend the general plan for the property at 844 S. Greenwood Avenue, allowing the construction of twelve (12) residential units. Planning Manager Mercado-Rodriguez explained the request to change the general plan designation from low-density residential to high-density residential, and the zoning to allow the construction of the 12 units. Said recommendations have been approved by the Planning Commission and require City Council approval. Furthermore, she provided an overview of the proposed site plans, both the west and east portion, including the renderings.

The Public Hearing opened at 7:11 p.m., and one (1) individual spoke in support of the project.

The Public Hearing closed at 7:13 p.m.

Motioned by Councilmember Melendez to approve the item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

2. PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC. AND ADOPT RESOLUTION NO'S. 22-93 AND 22-96

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving an Energy Services Contract with Alliance Building Solutions, Inc. (ABS), a Finance Agreement and related documents with Alliance Funding Solutions, Inc. (AFS) for the construction of energy conservation measures at various City facilities; and
2. Adopt Resolution No. 22-93 approving certain findings for energy related improvements to various city facilities in accordance with California Government Code Section 4217; and
3. Adopt Resolution No. 22-96 authorizing the execution of a Lease Purchase Agreement, Escrow Agreement and Equipment Schedule with Alliance Funding Solutions, Inc.; and
4. Authorize the City Manager to execute the agreements and any other related documents in a final form approved by the City Attorney; and
5. Take such additional, related, action that may be desirable.

James Enriquez, Director of Public Works, and Jake Torres, Senior Accountant Executive from Alliance Building Solutions, Inc. provided a PowerPoint presentation of the Energy Efficiency Project. The presentation included: the scope of the project, which consisted of Transit Facilities, City Hall, and the Aquatic Center; the HVAC mechanical scope, including controls and pumping scope; the existing HVAC infrastructure; roofing upgrades at the Transit Center, City Hall, and Aquatic Center; and an overview of the indoor air quality products and solar system.

Mayor Pro Tem Peralta asked clarifying questions regarding solar financing and funding programs and how this project will incorporate union labor; her questions were addressed by Alliance Building Solutions, Inc. Senior Accountant Executive

DRAFT

Torres.

The Public Hearing opened at 7:28 p.m. and one (1) individual spoke in favor of the project.

The Public Hearing closed at 7:29 p.m.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

OLD BUSINESS

3. SECOND READING AND ADOPTION OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443 REMOVING CITY COUNCIL/AGENCY RULES OF ORDER FROM MONTEBELLO MUNICIPAL CODE CHAPTER 2.14

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a second reading and adopt Ordinance No. 2459 repealing previously adopted Ordinance 2443 and provide further direction for a date for a study session to review the rules of procedure; and
2. Take such additional, related action that may be desirable.

Motioned by Mayor Pro Tem Peralta to approve the item and set up a Study Session to develop the rules of order, seconded by Councilmember Tamayo; the motion passed unanimously.

4. SECOND READING AND ADOPTION OF ORDINANCE NO. 2460, AMENDING SECTION 3.20.050 AND 3.21.025 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL CERTAIN EXCEPTIONS TO BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES AND PURCHASES OF SUPPLIES/EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Second Reading and adopt Ordinance No. 2460 repealing certain exceptions to the bidding procedures for professional/special services and purchasing of supplies/equipment; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta motioned to approve the item; seconded by Councilmember Tamayo; the motion passed by the following vote:

MOVED: Peralta	**SECONDED: Tamayo**	**APPROVED: 3-2-0-0**
AYES: Peralta, Tamayo, Torres		
NOES: Jimenez, Melendez		
ABSTAIN: None		
ABSENT: None		

The City Clerk's Office acknowledged two (2) speaker cards submitted to the City Clerk for Closed Session. Said speaker cards are on file at the City Clerk's office.

Mayor Torres recessed the meeting into Closed Session at 7:45 p.m. to consider the above-mentioned Closed Session items, including items from the City Council Special Meeting Agenda of January 25, 2023.

At 8:03 p.m. Councilmember Jimenez notified Senior Deputy City Clerk Jimenez that she and Councilmember Melendez left the closed session resulting in a lack of quorum.

The Closed Session was reconvened at 8:43 p.m.

City Attorney Alvarez-Glasman provided the following Closed Session Report:
The Closed Session had all five (5) members present; City Attorney Alvarez-Glasman remained behind closed doors with the remaining council body under the attorney-client privilege.

DRAFT

REGULAR BUSINESS

5. REVIEW OF CITY COUNCIL APPLICATIONS RECEIVED AND CONSIDERATION OF APPOINTMENT FOR TWO AT-LARGE CITY COUNCIL SEATS WITH AN ENDING TERM OF NOVEMBER 12, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Review and evaluate applications received by residents interested in being appointed to the vacant at-large City Council seats; and
2. Receive comments from applicants; and
3. Designate those to be appointed to the vacant City Council seats for a two-year period; and
4. Take such additional, related action that may be desirable.

This item was not discussed.

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.

6. ADOPTION OF RESOLUTION NO. 23-07 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONDEMNING AZERBAIJAN'S ILLEGAL BLOCKADE OF NAGORNO-KARABAKH (ARTSAKH)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-07 condemning Azerbaijan's blockade of Nagorno-Kharabakh (Artsakh); and
2. Take such additional, related action that may be desirable.

This item was not discussed.

7. APPROVAL OF BUREAU OF JUSTICE ASSISTANCE (BJA), PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) SOLICITATION FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Bureau of Justice Assistance (BJA), Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation funds utilization, in the amount of $21,628.49; and
2. Amend the Fiscal Year 2022-23 budget and increase appropriations by $21,628, in grant Account No. 265-8003-6010.60 (Grants, Bulletproof Vest Grant, Personal Protective Equipment [expenditures]) and Account No. 265-99-4198.84 (Grants, Bulletproof Vest Grant [revenue]); and
3. Take such additional, related action that may be desirable.

This item was not discussed.

8. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-7) FOR CHARTER BUS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Services Department; and
2. Take such additional, related action that may be desirable.

This item was not discussed.

DRAFT

9. AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

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

This item was not discussed.

10. ADOPT RESOLUTION NO. 23-06 FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-06 for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and
2. Take such additional, related action that may be desirable.

This item was not discussed.

11. STATUS REPORT ON EXPENDITURE AND COMMITMENT OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF)

RECOMMENDATION: It is recommended that the City Council

1. Receive and file this report providing a status update on the expenditure and commitment of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

This item was not discussed.

12. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) TO HIRE A CONSULTANT TO PROVIDE STRATEGIC PLAN DEVELOPMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP 23-6) to hire a consultant to conduct and provide strategic plan development services; and
2. Take such additional, related action that may be desirable.

This item was not discussed.

13. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2022 (Second Quarter).

This item was not discussed.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-05 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 25,2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-05 approving the Warrant Register dated January 25,2023.

This item was not discussed.

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).

DRAFT

This item was not discussed.

COUNCIL ORALS

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

- **Georgina Tamayo, Councilmember**

    1. **For District 1 residents - open seats for the Parks & Recreation Commission, Planning Commission, and Youth and Education Commission. Please download an application on the City of Montebello's website at: https://www.montebelloca.gov/departments/administration/city_clerks_office/commissions_and_committees and submit completed applications to the City Clerk's office no later by Wednesday, February 8, 2023 by 5:30 p.m.**

This item was not discussed.

- **Angie M. Jimenez, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Salvador Melendez, Councilmember**
- **David N. Torres, Mayor**

    1. **Request for Council consensus 1) directing staff to prepare a community survey exploring the effects of COVID in Montebello; and 2) allocating American Rescue Plan Act (ARPA) funds to address the most pressing needs as identified by survey respondents.**
    2. **Request for Council consensus reaffirming our commitment to report, on a quarterly basis, the metrics of our Montebello Community Assistance Program (MCAP).**
    3. **Request for Council consensus to explore conducting a study through local colleges on the mental and behavioral health issues within Montebello.**
    4. **Community announcement on commission vacancies available to District 4 residents.**
    5. **Community announcement for, and well-wishes to, the Montebello-Commerce Youth in Government delegation participating in the 75th Model Legislature and Court in Sacramento February 10-13.**

This item was not discussed.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 8, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 22, 2023 at 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

DRAFT

Mayor Pro Tem Peralta motioned to adjourn at 8:11 p.m. in memory of the lives lost in the City of Monterey Park; seconded by Councilmember Tamayo.

THE MINUTES OF JANUARY 25, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF MARCH 2023.

DRAFT

AGENDA & NON-AGENDA COMMENTS

Rodarte, Alejandro

From: Missionary Malik Tariq Mahmood <malik.tariq@ahmadiyya.us>
Sent: Thursday, January 19, 2023 6:17 PM
To: Comment, ccpublic
Subject: Fwd: [External Email] A message to be read out at City Council Meeting

Hi!
Please read this message in City Council meeting as Non-Agenda Item. Thanks.

A message to be read out at City Council Meeting

Good evening!
This is Malik Tariq Mahmood Murabbi Silsilah (Imam). I feel privileged to address the audience through this platform. First of all I want to thank the Mayor and all the administration for providing this opportunity.

In the capacity of Murabbi I want to convey an important message of the Head of the Worldwide Ahmadiyya Muslim Community, His Holiness Hazrat Mirza Masroor Ahmad wich he gave on the occasion of the 10th Annual Peace Symposium at the Baitul Futuh Mosque in London (UK).
His holiness says:
"To strive for peace is a noble ambition and is something that the world has always stood in great need of. If we look at the situation of the world today, we realize that now, more than ever, it is a pressing and urgent need of the time for us to seek and pursue peace and harmony in the world."

Appealing for change to save society Hazrat Mirza Masroor Ahmad said:
"If we want true peace and if we want to save the world from destruction then we must act with justice, integrity and be ever faithful to the truth."

Furthermore he said:
"It is the duty of all powers to fulfill the requirements of justice and to unite together. All parties need to increase dialogue and open the lines of

communication so that they can peacefully discuss the best means to solve the problems of the world."

"I will, God Willing, always continue to carry out my task and my responsibilities of promoting peace, tolerance, justice and compassion to the corners of the world. I will continue to tell all people that in order to be relieved of the pain and suffering that we face today, we must adopt true justice and equality." May God bless us with peace! Amen.

--
Malik Tariq Mahmood Murabbi Silsilah (Imam)
Ahmadiyya Muslim Community
7310 Roseberry Ave. Huntington Park, CA 90255

Masjid Masroor
7419 Passons Blvd. Pico Rivera, CA 90660

323 219 9050

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SHENKMAN & HUGHES
ATTORNEYS MALIBU, CALIFORNIA

28905 Wight Road
Malibu, California 90265
(310) 457-0970
kshenkman@shenkmanhughes.com

VIA EMAIL

January 24, 2023

David Torres - Mayor
Scarlet Peralta – Mayor Pro Tem
Angie Jimenez – City Council Member
Salavador Melendez – City Council Member
Georgina Tamayo – City Council Member
Christopher Jimenez – City Clerk
Arnold Alvarez-Glassman – City Attorney
City of Montebello

Re: Unlawful Appointment to Fill Perceived Council Vacancies

I write on behalf of our clients, registered voters and taxpayers residing in the City of Montebello. It has come to our attention that the Montebello City Council (the "Council") intends on appointing two new members to the Council, based on its view that the size of the Council is seven seats and thus there are two vacancies. That view is erroneous – based on a poorly crafted ordinance (Ordinance No. 2451) that contradicts itself, and an interpretation of that ordinance that would render it in violation of the Government Code. Please regard this communication as notice pursuant to any applicable law or rule concerning any administrative remedy.

The contradiction of Ordinance No. 2451, particularly triggered by the present circumstances, begins with the second sentence of Section 2(G):

> In addition to the five (5) Councilmembers to be newly elected in the November 2022 election, the two (2) incumbent at-large Councilmember seats will remain in office and will continue to serve as a Councilmember until the expiration of their term, forming a temporary seven (7) member legislative body.

This sentence inexplicably switches from "Councilmembers" to "Councilmember seats." It appears this is simply a typo, as councilmembers "serve" and may "remain in office," "councilmember seats" do neither.
With that typo resolved, Ordinance 2451, and specifically the sentence reproduced

above, addresses the present situation. Since the "the expiration of the[] term[s]" of the "two (2) incumbent at-large Councilmembers" has now occurred (by virtue of those councilmembers vacating those seats), the "temporary seven (7) member legislative body" ceases. While this result has occurred before the next two sentences anticipate, which would otherwise contradict the sentence duplicated above, that does not change the outcome – the council is again five (5) members. Therefore, there are no vacancies to fill – the transition to a district-based council is complete.

This interpretation, and the fortuitous district election in 2022 of the two remaining at-large councilmembers resulting in the expiration of their at-large terms, also saves Ordinance No. 2451 from conflicting with the Government Code. Government Code section 34886 authorizes only the adoption of certain council compositions without a vote of the electorate "in furtherance of the purposes of the California Voting Rights Act": "a) By districts in five, seven, or nine districts [or] … (c) By districts in four, six, or eight districts, with an elective mayor." (Gov't Code §§ 34871 and 34886). The Government Code does not authorize the temporary adoption of a seven-member council with two at-large seats, followed by a reduction of the size of the council some time later back to a five-member council. In fact, the reduction of the size of a city council is generally regarded as retrogressive and antithetical to voting rights; so it is hard to imagine how Government Code section 34886 could allow such an action. (See U.S. Dept. of Justice Voting Determination Letter to Pitt County Schools, Apr. 30, 2012.) Certainly, the sort of appointment that the Montebello City Council seems intent on, i.e. without any election, is undemocratic, and thus inconsistent with the purposes of the CVRA – the right to vote and equal protection. (See Elec. Code §14031.) Interpreting Ordinance No. 2451 to now allow the seated councilmembers to appoint two new councilmembers, would conflict with the Government Code. Montebello is a general law city, so to the extent the Government Code conflicts with Ordinance No. 2451, the Government Code controls. (See Cal. Const. Art. XI sec. 7.)

I trust you will recognize the wisdom and desirability of regarding the Council as having five seats due to the expiration of the two at-large-elected incumbents' terms. If, however, you regard the Council as having seven seats until November 2024, despite our explanation of the law, we believe you will have additional problems that prevent the appointment of anyone to the Council.

We look forward to your response. If the City of Montebello persists in appointing two new members to its City Council, as its council meeting agenda seems to suggest it will, we will have no choice but to pursue judicial relief.

Very truly yours,

Kevin Shenkman
Kevin I. Shenkman

Rodarte, Alejandro

From: Rodarte, Alejandro
Sent: Tuesday, January 24, 2023 11:27 AM
To: Rodarte, Alejandro
Subject: RE: [External Email] The Need for AAPI Representation on the Montebello City Council

---

From: Alberto Pimentel <albertopimenteljr@alumni.usc.edu>
Sent: Friday, January 20, 2023 3:08 AM
To: Jimenez, Christopher <CJimenez@cityofmontebello.com>; Guillen, Kimberly (Admin) <kguillen@montebelloca.gov>; Fernandez, Alicia <AFernandez@montebelloca.gov>
Cc: Peralta, Scarlet <SPeralta@cityofmontebello.com>; Melendez, Salvador <SMelendez@cityofmontebello.com>; Tamayo, Georgina <GTamayo@cityofmontebello.com>; Jimenez, Angie <AJimenez@cityofmontebello.com>; Torres, David <DTorres@cityofmontebello.com>
Subject: [External Email] The Need for AAPI Representation on the Montebello City Council

Members of the Montebello City Council,

My name is Dr. Alberto "Al" Pimentel Jr and I am a proud resident of the City of Montebello for the past 23 years (9 of those years as a homeowner). I am also a Professor of Sociology for the Los Angeles Community College District for the past 10 years and an active participant in my local union AFT 1521, the California Teachers Association (Community College Association), and most notably, the National Education Association. My experience as a sociologist and member of several well-respected and well-known unions has largely shaped my understanding of diversity, equity, and inclusion in the workplace and community. As most of you know, from one-on-one conversations, I am a strong ally of the Asian American-Pacific Islander (AAPI) community and in Montebello's most recent transition from an at-large to a district-based election system, I was a vocal and consistent advocate for our city's adherence to the California Voting Rights Act of 2001. In fact, on multiple occasions, I spoke to most of you regarding our city's insufficient outreach and relative exclusion of the AAPI community. That being said, I am submitting this letter to continue my advocacy for the AAPI and the AAPI community's representation in our local government. Specifically, I am deeply concerned about our city council's failure to actively recruit and consider a member of the AAPI community to one (or both) of the vacant at-large seats on the city council (based on the initial nominations, please reference the 1/11/2023 City Council Meeting, specifically at the 3 hour and 36 minute mark).

1/11/2023 City Council Meeting-Discussion on At-Large Appointments

The AAPI community represents more than 14% of Montebello's population and in the newly developed "District 1", the AAPI community makes up nearly 34% of the population. The city received a notification of CVRA violations over a year ago and despite the transition to a district-based election system, we did not have a candidate who self-identifies as a member of the AAPI community in any of the 5 districts (I understand this is beyond your control). The city council's desire to fill the two open at-large seats via appointment provides a wonderful and historic opportunity to develop a more inclusive city council that properly reflects our city's demographics. I encourage our city's leaders to seize the moment, do what is right and just, and fulfill the intentions of the CVRA by adhering to democratic values and strengthening our commitment to diversity, equity, and inclusion.

Lastly, I understand that the city council recently announced an application process for the two at-large seats. Just as Mayor Pro Tem Peralta was excited to nominate two candidates of her own, I am hopeful that the same enthusiasm and efforts are exercised to identify and encourage members of the AAPI community to apply by the deadline.

Application for the At-Large Seats on the City Council

Thank you for your time and consideration.

Sincerely,
Dr. Alberto "Al" Pimentel Jr

Alberto Pimentel Jr, Ed.D, M.P.A, M.A

Rodarte, Alejandro

From: adelinehernandez <adelinehernandez@proton.me>
Sent: Wednesday, January 25, 2023 1:14 PM
To: Comment, ccpublic
Subject: [External Email] public comment

This public comment is to share council how disturbed I am by Ms.Linda. Linda, Linda, oh Linda my dear. Who are you fooling? Everyone knows you and your minions are the one who write all those disgusting emails that spew so much hatred and then praise your daughter the former mayor... no one speaks highly of the former mayor who spent the last 2 years acting like a dictator and doing noting for our community... Who are you fooling? Oh well maybe ana, that lady drinks your kool aid blindly. Poor thing, she should be tending to her husband, then doing your ugly work You've got her wrapped around your finger... WAKE UP ANA, no one likes or respects linda, and now everyone looks at you the same. Linda ar you not tired? Does your conscience not eat at you? Your legacy will be one of hatred and evil. That's all anyone will remember of you.

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Rodarte, Alejandro

From: mo montes <jrmontes737@gmail.com>
Sent: Wednesday, January 25, 2023 1:45 PM
To: Comment, ccpublic
Subject: [External Email] 1/25 meeting

As a resident of District one who has been tuning in, I can't help but laugh and feel sorry at Kimberly showing up to meetings to cause chaos after losing being voted out by her district. And I can put my money on the fact that she will try to seek an appointment. Kimberly are you not embarrassed or ashamed by all the damage you've caused these past 4 years? Do you not have a job? a career? a hobby or even friends? Or are you such a big sore loser, with no life and so desperate for attention that you continue your pathetic shenanigans? I'm embarrassed for you. Not only do you destroy the city during your 2 years as the mayor but now you cant let go after losing? Are you THAT obsessed with power? I honestly feel so sorry for that husband of yours. Dragging him into all the drama that you and your mother get him in too. Poor thing, he needs to RUN. Instead of making a new life with your husband with your millions that you tout you want to continue with these pathetic attempts to power grab. Please do all of Montebello a favor, grb whhaaaaatever dignity is left, and MOOOOOOOOOVE ON WITH YOUR LIFE.

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CITY CLERK'S OFFICE

RECEIVED

JAN25 '23 1:56PM

Date:

City Council,

So, now you pick and choose which comments you will read? Talk about transparency and increasing public participation, only when it's convenient and don't want to be called out.

Now that all five districts are filled there is NO need to fill the two at-large vacancies. Councilmember Peralta, you were so concerned about setting a new precedent, that according to you could "lead to liability and waste our residents hard earned tax dollars", and scrutinized the previous majority from deviating from the norm, yet you are suggesting to do the same now by appointing two at large seats that are not needed. Appointing two additional councilmembers will cost us money!! It costs the city between $35,000 to $40,000 per each councilmember annually, that's apx. $160,000. DO RIGHT THING AND JUST DISSOLVE THE SEATS!

Councilmember Peralta, you stated that you want **"equality among our community and ensure equal representation across the board"** ... lead by the example. You posed the question, **"at who's expense and at whose favor is this being done for?"** ask yourself the same question now.
You stated **"The circumstances behind this situation seem to be less about equal representation and more about political self-interest"** .. who's political self-interest is your suggestion looking out for? Now that there is a new majority, the answer is, **YOURS.**

If you still decide to unnecessarily appoint 2 new members, at least establish a process that is transparent and impartial such as moving forward with applicants that meet the requirements and creating a scoring system that rates each applicant based on their **ACTUAL EXPERIENCE** (not just appointing two individuals that you promoted during the election) otherwise this new appointment process that **you** just created was a waste of time!

You sit on the dais and promote woman empowerment, then be a woman of your word!

Carmen L. Romero

Rodarte, Alejandro

From: Tommy Faavae <faavae@ibew11.org>
Sent: Wednesday, January 25, 2023 3:09 PM
To: Comment, ccpublic
Cc: Tommy Faavae
Subject: [External Email] Performance Evaluation City Manager item.

Importance: High

Dear City Clerk & City Council Members of City of Montebello,

I would like to comment to our wholeheartedly support for the current City Manager- Rene Bobadilla. We feel that he's getting a bad wrap on his performance. Rene- has a proven track record with organized labor. Particularly with IBEW Local 11. Always has been proactive on labor initiatives and working closely with contractors. Very responsive and goes the extra mile to address issues that come up. We urge the council to consider our comments and do the right thing.

Best regards,

Tommy Faavae
IBEW Local 11
Business Development
Email: faavae@ibew11.org
Cell: (310)350-9743

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

Comments in Support of Kim Cobos-Cawthorne

Number	First Name	Middle Initial	Last Name
1	Anto		B
2	Susan		Karapetian
3	Howard		Dube
4	Rosie		Gonzalez
5	Irma		Ocegueda
6	Ron		Ysha
7	Samuel		Mendoza
8	Betty	J	Rodriguez

Rodarte, Alejandro

From: Antob <antob@charter.net>
Sent: Friday, January 20, 2023 2:38 PM
To: Comment, ccpublic
Cc: Kimberly Cobos-Cawthorne
Subject: [External Email] Open council seat.

To The Montebello City Council

I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election.

She has proven her qualifications by leading the city during a global pandemic and our city not only survived it prospered.

For the pass 3 years the city budget has been balanced, current budget had a surplus of $600,000.00. Also on her last day in office after her trip to Sacramento with our City Manager Bobadilla, she helped secured funds in the amount of $15,870,000.00 for sale of city water company (the city will continue to own the water rights). Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city so far it is $29 million and counting. Mayor Cobos Cawthorne left the city in sound financial standing and WE NEED HER LEADERSHIP BACK on the City Council!

Thank you,

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

Rodarte, Alejandro

From: SUSAN KARAPETIAN <hyefivess@aol.com>
Sent: Friday, January 20, 2023 2:53 PM
To: Comment, ccpublic
Subject: [External Email] The 2 city council seats

To The Montebello City council,

I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election.

She has proven her qualifications by leading the city during a global pandemic and our city not only survived it prospered.

For the pass 3 years the city budget has been balanced, current budget had a surplus of $600,000.00. Also on her last day in office after her trip to Sacramento with our City Manager Bobadilla, she helped secured funds in the amount of $15,870,000.00 for sale of city water company (the city will continue to own the water rights). Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city so far it is $29 million and counting. Mayor Cobos Cawthorne left the city in sound financial standing and WE NEED HER LEADERSHIP BACK on the City Council!

Thank you,
Susan Karapetian
Resident of 62 years and counting
Sent from my iPhone

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Rodarte, Alejandro

From: HOWARD DUBE <howardjrrose@gmail.com>
Sent: Friday, January 20, 2023 7:33 PM
To: Comment, ccpublic
Cc: Kimberly Ann Cobos-Cawthorne
Subject: [External Email]

I support Kimberly Ann Cawthorne for the consel seat at large

---
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Rodarte, Alejandro

From: Rosa Gonzalez <rosagonzalez5566@gmail.com>
Sent: Saturday, January 21, 2023 7:12 AM
To: Comment, ccpublic
Cc: Kimberly.Ann.cobos@gmail.com
Subject: [External Email] Council Seat

To the Montebello City Council

> I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election.
> She has proven her qualifications by leading the city during a global pandemic and our city not only survived it prospered.
> For the pass 3 years the city budget has been balanced, current budget had a surplus of $600,000.00. Also on her last day in office after her trip to Sacramento with our City Manager Bobadilla, she helped secured funds in the amount of $15,870,000.00 for sale of city water company (the city will continue to own the water rights). Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city so far it is $29 million and counting. Mayor Cobos Cawthorne left the city in sound financial standing and WE NEED HER LEADERSHIP BACK on the City Council!

> Thank you,
>
> Rosie Gonzalez

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Rodarte, Alejandro

From: Irma Ocegueda <irmaocegueda@rocketmail.com>
Sent: Saturday, January 21, 2023 10:18 PM
To: Comment, ccpublic
Cc: Irma Ocegueda
Subject: [External Email] Kimberly Cobos City Council

To The Montebello City Council,

I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election. She has proven her qualifications by leading the city during a global pandemic and our city not only survived it prospered.

For the pass 3 years the city budget has been balanced, current budget had a surplus of $600,000.00. Also on her last day in office after her trip to Sacramento with our City Manager Bobadilla, she helped secured funds in the amount of $15,870,000.00 for sale of city water company (the city will continue to own the water rights).

Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city so far it is $29 million and counting. Mayor Cobos Cawthorne left the city in sound financial standing and WE NEED HER LEADERSHIP BACK on the City Council!

Respectfully,
Irma Ocegueda

Sent from Yahoo Mail for iPhone

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

Rodarte, Alejandro

From: ron ysha <shafer930@gmail.com>
Sent: Sunday, January 22, 2023 3:03 PM
To: Comment, ccpublic; kimberly.ann.cobos@gmail.com
Subject: [External Email] Support

I support Kimberly Cobos-Cawthorne for the council member seat at large.

Shes a big help for the city.

Thank you. ❤️🙌

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

Rodarte, Alejandro

From: ssmendoz <ssmendoz@yahoo.com>
Sent: Monday, January 23, 2023 7:30 AM
To: Comment, ccpublic; Kimberly.Ann.cobos@gmail.com
Subject: [External Email]

To whom it may concern,

In behalf of the 1st United Methodist Church of Montebello which I am the church administrator is in full support for Kimberly Cobos Cawthorne for the member seat at-large of the city council. Thank you so much.

Serving the community
Samuel Mendoza
Church Administrator

Sent from my Verizon, Samsung Galaxy smartphone

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CITY CLERK'S OFFICE
RECEIVED
Date: JAN23 '23 4:05PM

BETTY J. RODRIGUEZ
1701 LOMA ROAD
MONTEBELLO, CA 90640
PH : 323.722.7299
EMAIL: BETTYROD7@GMAIL.COM

January 23, 2023

Re: Montebello City Council
Meeting: Jan 25, 2023

City Clerk:

This letter is in support of Kimberly Cobos-Cawthorne. Her appointment to one of the vacant Council seats will continue to be a great benefit to the City of Montebello.

The following are some of the reasons she is most qualified to be appointed:

1. She received the next most votes throughout District 1 of 1,041, giving her more votes than any of the other candidates that ran during the recent election;

2. During her time as Mayor of Montebello, she saw our City through a global pandemic and our City still prospered during this time;

3. With her leadership of the City Council, the budget has been balanced with the current budget having a surplus of $600,000.00;

4. Her last days in office consisted with a trip to Sacramento with our City Manager Bobadilla negotiating the sale of the City Water Company in the amount of $15,870,000.00 with the City owning the water rights at the close of escrow;

5. The City will also continue to receive the Measure H sales tax revenue. The City has received $29 million dollars and counting from Measure H.

6. Our churches, YMCA, our food and toy distribution centers, etc., are in need of her as a City Council woman because she is never too busy to assist.

These are only a few of her accomplishments. Mrs. Cobos-Cawthorne has proven to be an asset to our City and deserves her appointment to a Council seat.

My gratitude for your consideration,

Betty J. Rodriguez

Betty J. Rodriguez

Comments in Support of Marie Ledezma and Rick Alonzo

Number	First Name	Middle Initial	Last Name
1	Ruth	N.	Lopez
2	Roxana		Pimentel
3	Alberta		Aranda
4	Laura		Cardenas
5	Leonard		Narumi
6	Maria		Martinez
7	Henry		Fimbres
8	Terry		Cardenas
9	Maura		Cardenas
10	J.		Huffines
11	Diana		Reymundo
12	Pattie	S.	Soltero
13	David		Santos
14	Veronica		Cabrrera
15	Yolanda		Aguiar
16	Eddie		Enriquez
17	Lily		Enriquez
18	Maria		Knox

Rodarte, Alejandro

From: Coco-bear <coco-bear@charter.net>
Sent: Wednesday, January 25, 2023 12:15 PM
To: Comment, ccpublic
Subject: [External Email] Council Members at Large Appointments

This is to express my support for Marie Ledezma and Rick Alonzo's appointment to the Montebello's At-Large vacant seats.

Thank you!

Maria Knox

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Rodarte, Alejandro

From: Lily Teran <lilyteran123@gmail.com>
Sent: Tuesday, January 24, 2023 8:09 PM
To: Comment, ccpublic
Subject: [External Email] Alonzo and Ledezma

Mayor Torres and Council members,
Please, appoint Rick Alonzo and Marie Ledezma to Montebello's at large vacant seats.
Thank you, Eddie and Lilly Enriquez.

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Rodarte, Alejandro

From: Aguiar <yaguiar@earthlink.net>
Sent: Tuesday, January 24, 2023 6:04 PM
To: Comment, ccpublic
Cc: Torres, David; Jimenez, Angie; Melendez, Salvador; Peralta, Scarlet; Tamayo, Georgina
Subject: [External Email]

Honorable Mayor Torres and City Councilmembers,

In following through with the Montebello Municipal Code/Ordinance approved by the former Council majority on June 15, 2022, expanding the council to seven (7) members, please appoint Rick Alonzo and Marie Ledezma to fill those vacancies. There is no need to spend our taxpayers' money on a costly special election.

Thank you for your consideration.

Yolanda Aguiar

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Rodarte, Alejandro

From: Veronica Cabrera <veronicabrera79@gmail.com>
Sent: Tuesday, January 24, 2023 8:01 AM
To: Comment, ccpublic
Subject: [External Email] Resident comment re: At-Large vacant seats

Greetings Mayor Torres and Councilmembers, Please appoint Marie Ledezma and Rick Alonzo to Montebello's at-large vacant seats.
Thank you
Veronica Rodriguez-Cabrera

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

Rodarte, Alejandro

From: David Santos <contactdavidsantos@gmail.com>
Sent: Tuesday, January 24, 2023 7:27 AM
To: Comment, ccpublic
Subject: [External Email] At-Large Vacant Seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma for Montebello's at-large vacant seats.

Thank you.

David Santos

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Rodarte, Alejandro

From: Pattie Soltero Sanchez <pattie.soltero@yahoo.com>
Sent: Tuesday, January 24, 2023 5:58 AM
To: Comment, ccpublic
Subject: [External Email] At Large Seats

> Please appoint Rick Alonzo and Marie Ledezma to Montebello's vacant City Council At Large seats.
>
> Best Regards,
>
> Dr. Pattie Soltero Sanchez
> 815 Perry Avenue
> Montebello CA 90640
>
>

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Rodarte, Alejandro

From: Diana Reymundo <reymundofamily@aol.com>
Sent: Monday, January 23, 2023 9:58 PM
To: Comment, ccpublic
Subject: [External Email] Alonzo & Ledezma.

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you, Richard and Diana Reymundo.

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

Rodarte, Alejandro

From: huffym@aol.com
Sent: Monday, January 23, 2023 9:47 PM
To: Comment, ccpublic
Subject: [External Email] Appointments to Council

Major Torres and fellow Council members,

As a resident of Montebello I respectfully ask you to consider appointing the at- large council seats to Marie Ledezma and Rick Alonzo. I believe these two candidates would have the best interest of our City at heart and would work side by side with all members of council for the good of our city.

Thank you.

J. Huffines

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Rodarte, Alejandro

From: Maura Cardenas <cardenasmaura614@gmail.com>
Sent: Monday, January 23, 2023 9:26 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonzo and Marie Ledezma

Dear Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,
Maura Cardenas

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

Rodarte, Alejandro

From: Terry Cardenas <luna_93@hotmail.com>
Sent: Monday, January 23, 2023 8:45 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonzo and Marie Ledezma

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,

Maria-Teresa Cardenas

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

Rodarte, Alejandro

From: Henry Fimbres <henryfimbres@ymail.com>
Sent: Monday, January 23, 2023 8:42 PM
To: Comment, ccpublic
Subject: [External Email] Vacant at-large Council seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,
Henry Fimbres

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Rodarte, Alejandro

From: Maria Martinez <moru_29@yahoo.com>
Sent: Monday, January 23, 2023 8:40 PM
To: Comment, ccpublic
Subject: [External Email] Vacant at-large Council seats

Mayor Torres and Councilmembers,
Pleased appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,
Maria Martinez

Sent from Yahoo Mail for iPhone

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

Rodarte, Alejandro

From: Leonard Narumi <leonardnarumi@gmail.com>
Sent: Monday, January 23, 2023 8:36 PM
To: Comment, ccpublic
Subject: [External Email] Vacant "at-large" seats

Dear Honorable Mayor Torres and City Council,

I am writing in support of appointing both Rick Alonzo and Marie Ledezma to Montebello's vacant "at-large" seats. Thank you very much for your consideration.

Most appreciatively and respectfully,

Leonard Narumi

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

Rodarte, Alejandro

From: Laura Cardenas <mara732@yahoo.com>
Sent: Monday, January 23, 2023 8:35 PM
To: Comment, ccpublic
Subject: [External Email] Appoint Rick Alonzo and Marie Ledezma

Dear Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,
Laura Cardenas

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

Rodarte, Alejandro

From: Alberta Aranda <just4funalberta@yahoo.com>
Sent: Monday, January 23, 2023 8:26 PM
To: Comment, ccpublic
Subject: [External Email] At-large Vacant Seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,
Alberta Aranda

Sent from my iPhone

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

Rodarte, Alejandro

From: Roxana Pimentel <pimentelroxana20@gmail.com>
Sent: Monday, January 23, 2023 7:35 PM
To: Comment, ccpublic
Subject: [External Email] Vacant seats

Honorable Mayor Torres and Councilmembers, We would like you to appoint Rick Alonzo and Marie Ledezma for Montebello vacant at -large seats.

Thank you
Roxy Pimentel

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

Rodarte, Alejandro

From: Ruth Noemi Lopez <noemi3674@yahoo.com>
Sent: Monday, January 23, 2023 7:33 PM
To: Comment, ccpublic
Subject: [External Email] Vacant seats

Honorable Mayor Torres and Councilmembers, We would like you to appoint Rick Alonzo and Marie Ledezma for Montebello vacant at -large seats.

Thank you
Ruth Lopez Pimentel

Sent from Yahoo Mail on Android

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Good evening
My name is Brandon Gill, I'm a 17 year old Senior, Local Resident of Montebello, and a Scout of Troop 33.

Home.
Although this word is a noun,
To most people, it's used as an adjective.
When you think of the word home, you think of a place that makes you feel warm, comfortable, and stable. I'd like to think that where you are able to be yourself truly is with the ones you love, at a place you feel the most comfort in.

When I was twelve, I joined Boy Scouts, Troop 375, and I didn't feel like I fit in. I then joined Troop 33, which had The Bricknell Youth Center, or as myself and fellow other scout's like to call, The Scout hut. This Meeting ground is a place to come to, that over a period of time makes you feel secure. Every week we have Scout meetings on Mondays at 7:00PM, and Early Advancement at 6:15, to some people the Scout Hut was a place to come to, to escape, to leave your troubles behind for one hour or two, and for others was a place to learn different things, taught by different people eventually guiding you to learn how to lead and teach others as well. The friendships I made between others and myself were friendships that I believe changed my life for the better and improved not only my social skills, but learning how to build friendships to bloom from the ground up. As a local resident of Montebello, I have watched people from so many other cities come together to meet at This common ground. This is why I'm here today, because I am advocating to terminate the plans of destroying my home. The Scout hut is a place that I strongly believe helped me grow not only as a person but also as a young man. I want this to be continued for the future generation, not stopped. I believe that the place I call home should be saved, not recycled ~~for a staging area for automobiles~~.This is a place that future generations will come to gather, where they will come to make their parents proud, where they will come to feel accomplished, That's why it is so hard for me to watch and standby as others want to take it away from me and from the scouts that will come to be.

I really urge the council to reconsider, take in our plea's, and re-examine their decisions on what they plan to do with our home.

Thank You

Hello my name is Avery Acosta and i am a Wolf in pack 45.

And I am Tristen Acosta, a webalo working on my arrow of light in pack 45. Pack 45 has given us a safe space to grow and learn new things weekly. The hut gives us a safe place to do all activities and keeps us all together and away from any harm because it is a well litted area and monitored with a security guard .
The Pack has taught us CPR, knife safety, cooking, and so much more.

If you take the hut away, can you promise us a safe clean place that would hold all supplies and equipment that we use for Scouting?

Hi my name is Daniella Aguilar I am 10 years old. I am also a arow of light if pack us. I would not like for you to destroy the hut because kids wont have anything to do after school and without scouts. Some of us wouldnt expirience fun outdoor activities. Some fun things I did here is Camping and learn about the wilderness. These are some thing I wouldnt have done without scouts please do not destroy the hut

Good evening Mayor Torres and distinguished City Counsel
My name is Veronica Murillo & my husband and I have been residents and property owners in Montebello for about 20 years. We are a three-generation household which includes my husband & I, our five children and my father. This is why we have always benefited from the Montebello resources and tight-knit community our City has to offer.

We believe in the African Proverb that "... it takes a village to raise a child." And in our case, it's the reason we are here tonight because one of the pillars of our community is being threatened, The Montebello Youth Center (Commonly known as the Scout Hut or Scout House), located on the Bicknel Property nearby where the Quiet Cannon resides. The Scout Hut is home to Troop 33 - Boys Unit and Girls unit, Venture Crew 461, Girl Scout Troop 5631, Cub Scout Pack 45, and the Leo's (which is the Community Youth Service Group for the Lion's Club of Montebello)

My children have all been members and/or are current members in each of these Youth groups. My older daughter is a Gold Award recipient and my younger daughter just received her Bronz Award. My two older boys are Eagle Scouts & my youngest son just completed his Eagle Scout project this weekend at the Scout Hut.

Saving the Montebello Scout Hut is personal to our family and to our community. Our Scout Leaders volunteer & give of their time and skills and are instrumental in coordinating our Youth-lead programs. The Scout Hut is the Home Away from Home where our children can gather in this Cabin type setting and it's located here in the heart of Montebello. If you want to continue to "Develope" our city... invest in our Kids and continue to be part of our village and continue to help us raise the leaders of tomorrow, help us raise the volunteers of the future, help us raise the elected officials who hold near & dear the importance of community

* Save the MBB Scout Hut

Thank you & God Bless you

	Candidates who came in 2nd Place	Votes Against Candidate (Ascending Order)
District 3	Marie Ledezma	961
District 5	Rick Alonzo	1,106
District 4	Rafael Gutierrez	1,227
District 2	Steven Andrade	1,479
District 1	Kimberly Cobos-Cawthorne	**2,117**

More voters voted against Cobos-Cawthorne compared
to all the candidates who came in 2nd place.
2,117 voters rejected her; I suggest you carry out the will of the people
and reject her as well.
But regardless, keep in mind that these numbers don't really matter
because the nomination selection process is at the discretion
of the Council; there are no nomination rules.

To The Montebello City Council,

ccpubliccomment@cityofmontebello.com

I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election.

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Thank you,

Jesus Anguiano

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Thank you, Jose De La Torre

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Thank you,

L. Rutilio Henriquez

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Thank you,

Hilda Lugo

To The Montebello City Council,

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Thank you,

Oscar T. Rodriguez

To The Montebello City Council,

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Jordan Mercado

Thank you,

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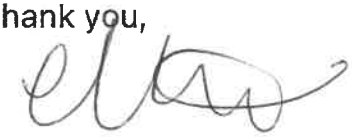
Thank you,



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George Contreras

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To The Montebello City Council,

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Thank you, Melania Rivera

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Paola Portillo

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Thank you,

Sully E Gonzales

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Thank you, Felix D. Tejada

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Thank you,

Beatriz Tejada

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Thank you,

Rosa Tamayo

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Thank you,

Rosario Anguiano

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To The Montebello City Council,

ccpubliccomment@cityofmontebello.com

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Thank you,

Fernando Gaytan

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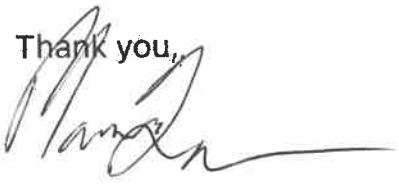

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Thank you, Respectfully

Anna [illegible]

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ccpubliccomment@cityofmontebello.com

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Thank you,

Benito R. Alvarado

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Thank you,

Linda Alvarado

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ccpubliccomment@cityofmontebello.com

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Thank you,

Mason Valdez 73 Gmail

To The Montebello City Council,

ccpubliccomment@cityofmontebello.com

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Thank you,

Yolanda Valdez
YNValdez@DSLExtreme.com

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ccpubliccomment@cityofmontebello.com

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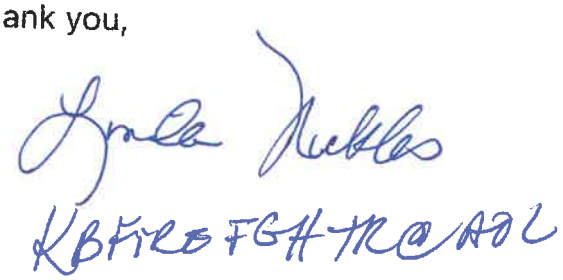

KBFIREFGHTR@AOL

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Thank you,

Wade Magnuson
wademagnuson@gmail.com

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Thank you,

Edwin Lagoteros

323-987-7906

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Susan Rangel

323-947-7906

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Thank you,

Ana Rosa

323-767-3941

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Thank you,

Dila Gregorian (Tila Gregorian)

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- The current cost of a special election can range from $200,000 up to $450,000.00 dollars.

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Stephanie Delgadillo		1218 S. Spruce St.	(323)214-5234		1.21.2023
Sandra Garcia		833 S Greenwood			1.21.23
HERBERT ALARCON		2204 HEREFORD DR			1/22/23
Patricia Alarcon		2204 Herford Dr.			1/22/23
Mia Alarcon		" "			1/22/23
Jorge Herrera		832 W. Mines #6			1/24/23

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- [redacted]

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Melissa Segura		1327 S. Spruce	[redacted]	msegura1@gmail.com	01/
Patricia Gonzalez		316 S. Spruce St.	[redacted]	Patricia Padilla2 gonzalez@hotm	
Guillermo Calderón		1324 S. Spruce St	[redacted]	Willecalderon52@gmail.	1/16/23 01/
Maria Calderon		1324 South Spruce St	[redacted]	Pitacalderon16@gmail.	1/16/23
Nallely Calderón		1324 1/2 S Spruce	[redacted]	hueru325@gmail.	1/16/23
Stephanie Calderon		1324 1/2 S. Spruce	[redacted]	Scalderon91@gmail	1/16/23
Wendell Thomas		1324 1/2 S. Spruce	[redacted]	Nallelycalderon25@gmail	1/16/23
Alejandro Villagrán		1325 S Spruce St	[redacted]	avillag.civil273@gm	1/16/23
Fabiola Arriaga		2607 W via Corona	[redacted]	Fabby32205@icloud.com	1/16/23
Irma Vazquez		1235 S Spruce Apt	[redacted]	Irmalva8@gmail.com	1/16/23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Melissa Segura Date: 01/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- [redacted]

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Cynthia Salazar	Cynthia Salazar	1312 S. Spruce St	[redacted]	Cynthias8814@gmail.com	1-16-23
Guadalupe Ortega	Guadalupe Ortega	1312 S. Spruce St.	[redacted]		1-16-23
Daisy Rios	Daisy R.	1312 S. Spruce St.	[redacted]	Daissy0713@gmail.com	1-16-23
Francisco Yepez		1327 S. Spruce st	[redacted]	Francisco4epez145@gmail.com	1-16-23
Jacqueline Moreno	Jacqueline Moreno	1209 S Montebello	[redacted]	morenojacqueline2020@gmail	1-17-23
Lorena Montoya		548 S. MTB Blvd #D	[redacted]	lmontoya.lm90@gmail	1-17-23
ERICK A. ARRIAZA		2607 W. Via Corona	[redacted]	Erick61006@hotmail.com	1-17-23
Victor Montoya		548 S. Montebello	[redacted]	VictorMontoya88.va@gmail.com	1-17-23
Valentina Hoyos		516 S. Montebello #A&B	[redacted]	Laydie.val74@gmail.com	1-17-23
Susana Alonzo		1325 S. Spruce st	[redacted]	Silvalde333@gmail	1-17-2

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Tenaya Maytorena		228 S. 4th St.	[redacted]	tjmaytorena@yahoo.com	1-17-23
Andrew Maytorena	Andrew Maytorena	228 S. 4th St.	626-[redacted]	shadowlord1409a@gmail.com	1-17-23
Gloria T-Jimenez		228 S 4th St	323-3[redacted]	gloriaj228@yahoo.com	1/17/23
(LS) Robert Jimenez		228 S 4th St.	323-3[redacted]	—	1/17/23
Norman Cantrell		"228 S 4th St"	323-7[redacted]	Normancantrell22@gmail.com	11/17/23
Pedro Hernandez		229 S 4th st	323)[redacted]	fathern3@gmail.com	11/20/23
RAMONA FRIAS		434½ BRADLEY	323[redacted]	RFRUEDAE@yahoo	1-23-23
DANIEL HUERTA		434½ Bradley	323[redacted]	dhuerta2199@gmail.com	1-23-23
FLORENTINO HERRERA		433½ BRADLEY	323 [redacted]		1-23-23
MANUEL	PARRA-V	431 Bradley			

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

9741 Orcutt dr.
Montebello, Ca 90640

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Signature: X [redacted] Print Name: Xenia Rodas Date: 01/17/23

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

944 N. ORCUTT DR.
MONTEBELLO CA 90640

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Signature: [redacted] Print Name: [redacted] Date: 01/17/23

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925 N. ORCUTT DR.
MONTEBELLO, CA 90640

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Signature: _____ Print Name: MICHAEL CHERRY Date: 1-18-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

532 E. LOS AMIGOS AVE

MONTEBELLO CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Kevin Oshima Print Name: KEVIN OSHIMA Date: 1/18/23

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

CECILIA LOPEZ
6056 RAYWOOD AVE.
MONTEBELLO, CA. 90640
[redacted]
cezdiaz0004@gmail.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Cecilia Lopez Print Name: CECILIA LOPEZ Date: 1/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $450,000.00 Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

DILER2309@YAHOO.COM

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: RAMON LOPEZ Date: 1/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

lopezmarc1524@gmail.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Mark Lopez Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Debra Davalos
1238 S. Greenwood Avenue
Montebello Ca. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Debra Davalos Print Name: Debra Davalos Date: 1-16-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

656 N Raywood ave montebello CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [redacted] Print Name: Jacob Lopez Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

6648 N Raywood Ave
Montebllo CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Norma Mendoza Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

648 N. Raywood Ave
Montebello, CA, 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Richard Celedon Date: 1/17/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

657 N. RAYWOOD AVE
MONTEBELLO, CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: VIRGINIA GOMEZ Date: JAN. 17, 23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

949 N. DOCUTO DR
Montebello, CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Joseph Manrrez Print Name: JOSEPH A MANRREZA Date: 1-11-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

949 N. ORCUTT DR,
MONTEBELLO, CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [redacted] Print Name: JOE MONROSA Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

945 N. Jacinto Dr
Montebello, CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Beverly Sogoian Print Name: Beverly Sogoian Date: 1-17-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

216 N 5th St
Montebello Ca 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [redacted] Print Name: Jessica Rangel Date: 1.17.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

216 N. 5th St
Montebello Ca
90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Miguel Alcaladiaz Print Name: Miguel Alcaladiaz Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

216 N. 5th St
Montebello Ca 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [redacted] Print Name: Summer Rangel Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

216 N. 5th St
Montebello Ca
90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Lauren Arredondo Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Julissa Mora

661 N. Raywood Ave.
Montebello, CA, 90640
(323[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: JM Print Name: Julissa Mora Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Joanna Mora
661 N. Raywood Ave. Montebello CA. 90640
(323) [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Joanna Mora Date: 1/17/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO
TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Leticia Soriano
661 N. Raywood Ave.
Montebello, CA 90640
(323) [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Leticia Soriano Print Name: Leticia Soriano Date: 1/17/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1332 S. greenwood Ave Apt A
montebello ca. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Jorge Casillas Print Name: Jorge casillas Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1238 South Greenwood Ave. Apartment A.
Montebello CA 90640
1323 - [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Michael Castellanos Print Name: Michael Castellanos Date: 1.17.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO
TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1332 South greenwood Ave Apt A
montebello ca. 90640

909 550 3484

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Evangelina Delgado Print Name: Evangelina Delgado Date: 1-17-2

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO
TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
		1238 S Greenwood ave apt. D Montebello CA 90640	[redacted]	Sunshine87 1010 @ gmail. com.	

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Wonne Enriquez Date: 1.18.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

12350 S. Greenwood ave apt. D. Montebello CA 90640

mancinas. linda 87 @ icloud. com

S[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: M. Print Name: mancinas, linda Date: 1.18.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1240 S Greenwood Ave, Montebello, CA 90640

([redacted])

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Omar Terrones Date: 01/18/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Adriana Collins

1232 S. Greenwood Ave. # A
Montebello, CA 90640
2[redacted]
Dalilah.Jane@Yahoo.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Adriana Collins Print Name: Adriana Collins Date: 01-18-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1938 Sur Greenwood Ave
Apartamento B
Montebello California
90640
(323) [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Maria Brambila Print Name: Maria Brambila Date: 01-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1238 S GREENWOOD AVE #B
MONTEBELLO CAL 90640

(323) [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: ADALBERTO BRAMBILA Print Name: Adalberto Brambila Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1238 South Greenwood Ave Apt. B
Montebello CA 90640.

(323) [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Vanessa Brambila Print Name: Vanessa Brambila Date: 01-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1240 S. Greenwood #C
Montebello Ca 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Felisa DeLeon Print Name: FELISA DELEON Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1234 S Greenwood Ave Apt D

[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Daniel Print Name: Daniel Rodriguez Date: 2/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1240 S. Greenwood Apt C
Montebello Ca. 90640
3[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [signature] Print Name: R.S.R Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1238 S Greenwood Av - Apt D
13[redacted]
Montebello Ca. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [signature] Print Name: RAFAEL Cruz Date: 5-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

[redacted] 1238 S Greenwood Ave Apt A
Montebello CA. 90640
323 [redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Esteba Gutierrez Print Name: Esteban Gutierrez Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $450,000.00 Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Armando 1332 S. Greenwood Ave Apt. E

Montebello CA 90640

[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: armando aravato Print Name: Armando Aravato Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

1332 S Greenwood Ave #A
Montebello, Ca 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Isela Valenzuela Print Name: Isela Valenzuela Date: 1-18-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $450,000.00 Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

656 Raywood AVE.
Montebello Ca. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Ron Ibañez Print Name: Ron Ibañez Date: 1/18/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $450,000.00 Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

428 W. Mines Ave
Montebello CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [signature] Print Name: Maria Garcia Date: 1/21/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

428 W. Mines Ave
Montebello CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Rigoberto Garcia Print Name: Rigoberto Garcia Date: 1/23/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $200K up to $450k Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election can range from $200,000 up to $450,000.00 dollars.

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
ANTONIETTE VALENZUELA	Antoniette Valenzuela	436½ Bradley Ave	[redacted]		1-16-23
Sylvia Takayama	Takayama	4245. Pickering Way	[redacted]		1-16-23
Hailey Takayama	TAKAYAMA	4245. Pickering Way	[redacted]		1-16-23
Brandon Takayama	Takayama	4245. Pickering Way	[redacted]		1-16-23
Diego Moreno		4285 Pickering Way	[redacted]		1/16/23
[illegible]		425 S. Pickering	[redacted]		1-16-23
Avik Cordeiro	Avik Cordeiro	816 N Juarez st	[redacted]		1-16-23
Edwina GARCIA	Edwina Garcia	425 N. Montebello Blvd	[redacted]		1-16-2023
Yvette Fimbres	Yvette Fimbres	804 Morris Pl	[redacted]		1-16-2023
HENRY FIMBRES	Henry Fimbres	804 MORRIS PL.	[redacted]		

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Evan Trieu 2449 W Via Lucia Montebello CA 90640

[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Evan Trieu Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Jacqueline Rockwell
2445 West Via Lucia
Montebello, CA 90640
jacquelinerockwell2@gmail.com
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Jacqueline Rockwell Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Roy Jimenez 812 Via La Cienega Ave. Montebello CA. 90640 JimenezRoy-RJ@Gmail.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Roy Jimenez Date: 1-15-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Alexandria Jimenez
812 Via La Cienega
Mtb CA 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Alexandria Jimenez Date: 4/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Ulliam Hernandez
2201 W. Victoria
MTB CA 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: [signature] Print Name: Ulliam Hernandez Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Randall Michael Hernandez
2201 W. Victoria
Mtn CA 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: RANDY HERNANDEZ Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Corinne Medina
1312 Cuesta Way
Mtb CA 90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Corinne Medina Print Name: Corinne Medina Date: 1/17/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Janette A. Huffines Date: 1-16-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Roxana Pimentel
2106 1/2 W. Olympic blvd Apt. D
Montebello Ca 90640
([redacted])
noemi3674@yahoo.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Roxana Pimentel Print Name: Roxana Pimentel Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Diana Reymundo
233 S. 3rd Street
Montebello, Ca. 90640
([redacted])
reymundofamily@aol.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Diana Reymundo Print Name: Diana Reymundo Date: 1/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Christine Stokes
2448 W. Via Lucia
Montebello, CA 90640-2354
([redacted])
ChristineStokes@charter.net

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Christine Stokes Print Name: Christine Stokes Date: 1-16-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Stephen Stokes
2448 W. Via Lucia
Montebello, CA 90640
[redacted]
SStokes@charter.net

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Stephen Stokes Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

MARGARITA JIMENEZ
812 VIA LA CIENEGA
MTB CA 90640
[redacted]
margie.jimenez2@gmail.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: MARGARITA JIMENEZ Date: 4/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Maria Knox Print Name: Maria Knox Date: 1/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Lydia Ochoa Print Name: Lydia Ochoa Date: 01-16-202

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

SANDRA SAGE
338 N. 21st ST
MONTEBELLO, CA 90640
[redacted]
SMORFIN 67@ yahoo.COM

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: SANDRA SAGE Date: 1-16-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Gloria Perez
354 N. 4th St
Montebello, CA 90640
([redacted])
gloriastwins@yahoo.com

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Gloria Perez Date: 1/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Rebecca Alcerta Date: 1-16-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Michael Olaerts
645 Rio Del Sol
Montebello Ca.
90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: MICHAEL OLAERTS Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

644 N POPLAR MTB

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: MARK S TRAPPA Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

408 N. 2nd St
Montebello, CA 90640

[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Jessica Print Name: Jessica Calderon Date: 4/16/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

908 N. 2nd St., Montebello, CA 90640

([redacted])

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Ana Calderon Print Name: Ana Calderon Date: 1-16-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

908 N. 2 St.
Montebello, CA 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Ronald Calderon Date: 1/14/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

908 N. 2nd St
Montebello, CA
90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Zaday Caldera Date: 4/14/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

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- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $450,000.00 Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election will be $450,000.00 dollars.

[redacted]

PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

908 N. 2nd St
Montebello, CA
90640
[redacted]

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Joseph Cappiello Date: 1/14/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

We the undersigned, hereby petition the City of Montebello, to approve and expedite the appointment of Marie Ledezma and Rick Alonzo to the two "at large" City Council seats for the remaining term of two years.

We state or believe the following:

- If approved, the appointment(s) of Marie Ledezma and Rick Alonzo will save Montebello residents $200K up to $450k Dollars of taxpayer's money. This is a sound business decision.
- The current cost of a special election can range from $200,000 up to $450,000.00 dollars.

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Henry Fimbres Jr		804 Morris Pl	[redacted]		1-16-2023
Marie Ledezma	Marie Ledezma	436½ Bradley Ave	[redacted]		1/16/2023
William Cervera		430½ Bradley	[redacted]		1-17-23
Oscar Melendez		204 S 6th street	[redacted]		1-17-23
Denise De Los Santos		204 S 6th street	[redacted]	dnd13@humboldt.edu	1-17-23
Britney Reymundo	Britney Reymundo	233 S 3rd St.	[redacted]		1-20-23
RICHARD REYMUNDO	Richard Reymundo	233 S. 3RD ST	[redacted]		1-20-2023
Diana Reymundo	Diana Reymundo	233 S 3rd St.	[redacted]		1-20-2023
Pauline Palomino		221 S. 7th St	[redacted]		1-22-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Salvador	Ramirez	430½ BRADLEY	[redacted]		1-23-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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- The current cost of a special election will be $450,000.00 dollars.
- Please join us in supporting three of your City Council members to appoint Marie Ledezma and Rick Alonzo.

PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Claudia Salinas	Claudia Salinas	437 Katherine Dr	[redacted]	nursesalinas@gmail	1/17/22
Salvador Salinas	[redacted]	437 Katherine Dr	[redacted]	salsalinas13@gmail.com	1/17/22
Gabriel Salinas	Gabriel Salinas	437 Katherine Dr	[redacted]	~~nursesal~~	1/17/22
Graciela Salinas	Graciela Salinas	437 Katherine Dr	[redacted]	writetograciel4@gmail	1/17/22
~~Salvador Salinas~~	[redacted]	~~437 Katherine dr.~~	[redacted]		~~1/17/22~~
Charline Reymundo	C. Reymundo	233 S. 3rd st.	[redacted]		1/22/23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: _____ Date: _____

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

JOE CASTAÑEDA
240 E. FREMONT SQ.
MONTEBELLO, CA. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: JOE CASTAÑEDA Date: 1·16·23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

414 N. Poplar Ave
Apt. #2
Montebello, Ca 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Janis Lopez Date: 1-16-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Johnny Castañeda

414 Poplar Ave. apt. 2

Montebello CA. 90640

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Johnny Castañeda Date: 1/16/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Jonathon Sage
338 N. 21st St.
Montebello, CA 90640
1/18/2023

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Jonathon Sage Date: 1-18-2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Maricela Chacon
132 S. BLUFF RD
Montebello, Ca 90640
1.18.23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: M Chacon Print Name: Maricela Chacon Date: 1.18.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Celia Morfin
132 S. BLUFF RD
Montebello, CA 90640
1.18.23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Celia Morfin Print Name: Celia Morfin Date: 1.18.23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME SIGNATURE STREET ADDRESS TELEPHONE EMAIL DATE

Carlos Chacon
132 S BLUFF RD
Montebello, Ca 90640
11823

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Carlos Chacon Print Name: Carlos Chacon Date: 1-18-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
HUMBERTO LUNA		1631 HANGING ROCK	[redacted]	[redacted]	01/17/23
CORONA LUNA		1631 HANGING ROCK	[redacted]	" "	01/17/23
HUMBERTO LUNA-JR		1631 HANGING ROCK	[redacted]	" "	01/17/23
Maria Figueroa		125 Ellingbrook Dr.	[redacted]	—	1.17.23
Gerald Gonzales		125 Ellingbrook Dr.	[redacted]	—	1.17.23
Eleazar Mora		227 Ellingbrook Dr.	[redacted]	goodigood@gmail.com	1/17/23
Irma V Avila		227 Ellingbrook Dr.	[redacted]	aidma692@gmail.com	1/17/2023

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: _____ Date: _____

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
		249 E ELLINGBROOK	[redacted]		1-16
MARK AKIYOSHI		1624 N. GREYCASTLE AV	[redacted]		01-16-23
VIVIAN ROMERO		219 ELLINGBROOK	[redacted]		1-16-
PAUL MENDOZA		239 ELLINGBROOK DR.	[redacted]		
		247 ELLINGBROOK DR	[redacted]		1/16/23
		247 ELLINGBROOK	[redacted]	[redacted]	1/16/23
MARTIN RAMIRE		319 ELLINGBROOK	[redacted]		1-16-
MONICA RAMIREZ		319 ELLINGBROOK	[redacted]	[redacted]	1-16
ROBERT L. GOMEZ		1628 HANGING ROCK	[redacted]	[redacted]	1-16-23
CHRISTINA GOMEZ		1628 HANGING ROCK	[redacted]	[redacted]	1-16-23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: _____ Date: 1-16-23

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
HUMBERTO LUNA		1631 HANGING ROCK	[redacted]	[redacted]	01/17/23
CAROLINA LUNA		1631 HANGING ROCK	[redacted]	" "	01/17/23
HUMBERTO LUNA JR		1631 HANGING ROCK	[redacted]	" "	01/17/22
Maria Figueroa		125 Ellingbrook Dr.	[redacted]	—	1.17.23
Gerald Gonzales		125 Ellingbrook DR	[redacted]	—	1.17.23
Eleazar Mora		227 Ellingbrook Dr.	[redacted]	goeligo@gmail.com	1/17/23
Ilma V. Avila		227 Ellingbrook Dr.	[redacted]	ailma692@gmail.com	1/17/2023

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: VIVIAN ROMERO Date: 1-17-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Sylvia Wagner	Sylvia Wagner	1616 Hanging Rock Ave	[redacted]	wagsylvelez@yahoo.com	1-16-23
Shannan Calland		219 ELLINGBROOK DR	[redacted]	shannan.calland.com	1/16/23
Susan Padilla	Susan Padilla	239 Ellingbrook Dr.	[redacted]	mendillasusie@yahoo.com	1/14/23
Martha C. Rodriguez		243 Ellingbrook Dr	[redacted]	martyrod56@yahoo.com	1/16/23
CARLOS RODRIGUEZ		243 ELLINGBROOK DR	[redacted]	CRD0946@yahoo.com	1-16-23
MILTON GUNOZA		207 ELLINGBROOK DR	[redacted]	mginoza2020@gmail.com	1-16-23
Charles VanDerse		201 Ellingbrook Dr	[redacted]	Netflix725@Aol.com	1-16-23
Grant Nagatani		212 ELLINGBROOK DR	[redacted]	gnagatani@access.com	1-16-23
Rini Soepriyadi		212 Ellingbrook DR	[redacted]	Rinfadv5775@yahoo.com	1/16/23
[illegible]	[illegible]	1014 Greycastle	[redacted]		1-16-23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Shannan Calland Date: 1/14/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Lizbeth Martin		544 N. 6th St.			1/21/23
HENRY GARCIA		544 N 6TH ST			1/21/23
MELIK BAGSEKIAN		301 A N. 1st St			1-21-23
LUIS GARCIA		700 DAVIS AVE			1-21-23
MANUEL ESTRADA		625 DAVIS AVE.			1-21-23
JARED CHILA		632 N 6TH ST			1-23-23
BERNABE ESTRADA		517 N LINCOLN AVE			1-24-23
[illegible]		852 Marconi St.			1-24-23
JAMEL MADIHALLI		630 S. MAPLE AVE			1-24-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
SOHN NADJARIAN		414 N 5th ST			1/17/23
I A MUÑOZ		640 S. 6th ST.			1/18/23
TOSHI SUGIYAMA	Toshi Sugiyama	713 N. JUAREZ ST			1/18/23
FRANK ALTAMIRANO	Frank Altamirano	413 W LINCOLN AVE			1/18/23
John Muhtchian	John Muhtchian	535 N. 18th St.			1/18/23
MARY MKHTCHIAN	Mary Mkhtchian	535 N. 18th St			1-18-23
FAUSTINO GARCIA	Faustino Garcia	2120 ALLSTON ST			1-18-23
JOSÉ MEDRANO	Jose Medrano	1516 W. HARDING ST			1-18-23
Bianca Oyola	Bianca Oyola	632 N 6th street			1/18/23
Rita Oyola	Rita Oyola	632 N. 6th St.			1/18/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Hector Morales	Hector Morales	852 S. #3 Th St.	[redacted]		1-18-23
Noretta Morales		852 S 3rd St			1-18-23
Ralph Roldan		321 N. Spruce ST			1/18/23
Will JIMENEZ		420 DE PALMA WAY	[redacted]		1-18-23
Maricela Jimenez		420 DePalma Way	[redacted]		1-18-23
HUGO VALDIVIA		529 N. 6th STREET	[redacted]	hvaldivia22@yahoo.com	1-18-23
JOHN DERMOW		801 N HAY ST	[redacted]		1-18-23
GREG CHAKALIAN		629 N. 6TH ST, MTB			1-18-23
SUSAN CHAKALIAN		629 N. 6th St. MTB.			1-18-23
ROBERT CHAON		821 BADOLO AVE			1-18-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Thomas Hebert	Thomas Hebert	337 N 3rd St			1/25/23
CHRIS ESTRELLA		233 N. 7TH ST.			1/25/23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
Sylvia Wagner	Sylvia Wagner	1616 Hanging Rock Ave.	[redacted]	wagsylvelez@yahoo.com	1-16-23
Shannan Calland		219 ELLINGBROOK DR	[redacted]	shannan.calland.com	1/16/23
Susan Padilla	Susan Padilla	239 Ellingbrook Dr.	[redacted]	mendillasusie@yahoo.com	1/16/23
Martha C. Rodriguez		243 Ellingbrook Dr	[redacted]	marthyrod5@yahoo.com	1/16/23
CARLOS RODRIGUEZ		249 ELLINGBROOK DR	[redacted]	CRD0946@YAHOO.COM	1-16-23
MILTON GALNOZA		207 ELLINGBROOK DR	[redacted]	mginoza2020@gmail.com	1-16-23
Charles VanDerZee		201 ELLINGBROOK DR	[redacted]	Netflix725@Aol.com	1-16-23
Grant Nasution		212 ELLINGBROOK DR	[redacted]	gnasution@access.com	1-16-23
Rini Soepriyadi		212 Ellingbrook DR	[redacted]	Rhradv5775@yahoo.com	1/16/23
[illegible]	[illegible]	[illegible]	[redacted]		1-16-23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: Shannan Calland Date: 1/14/2023

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
		219 Ellingbrook	[redacted]		1-16
Maria Barajas		1624 N. Greenwood Ave	[redacted]		01-16-23
VIVIAN ROMERO	Vivian Romero	219 Ellingbrook	[redacted]		1-16
PAUL MENDOZA		239 Ellingbrook Dr	[redacted]		
Ellen Quiroz		247 Ellingbrook Dr	[redacted]		1/16/23
Karen Gonzalez		247 Ellingbrook	[redacted]	KarenJane@aol.com	1/16/23
MARTIN RAMIREZ		319 ELLINGBROOK	[redacted]		1-16
Monica Ramirez	M Ramirez	319 ellingbrook	[redacted]	mramirez@sgvcog.com	1-16
Robert L. Gomez	Robert Gomez	1625 Hangmg Rock	[redacted]	gogo51@att.net	1-16-23
CHRISTINA GOMEZ	Christina Gomez	1628 Hanging Rock	[redacted]	gogo51@att.net	1-16-23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: Vivian Romero Print Name: Vivian Romero Date: 1-16-23

PETITION TO APPOINT MARIE LEDEZMA AND RICK ALONZO TO MONTEBELLO CITY COUNCIL

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PRINT NAME	SIGNATURE	STREET ADDRESS	TELEPHONE	EMAIL	DATE
EFREN TAMAYO	Efren Tamayo	316 Holger Dr	[redacted]	TAMAYOE13[redacted]gmail.com	1-17-23
Carmen Tamayo	Carmen Tamayo	316 Holger Dr.	[redacted]	Ctamayo194@gmail.com	1-17-23
Aidan Gallarzo	Aidan Gallarzo	320 Marek Dr.	[redacted]		1/18/23
NADIA GALLARZO	Nadia Gallarzo	320 MAREK DR.	[redacted]		1-18-23
Flavio Gallarzo	Flavio Gallarzo	320 Marek Dr.	[redacted]	Flavio_gallarzo@yahoo.com	1-18-23

We hereby declare that by signing this petition, we acknowledge and ensure that all information is true and correct.

Signature: _____ Print Name: _____ Date: 1-17-23

To The Montebello City Council,

ccpubliccomment@cityofmontebello.com

I am writing this email in support of Kimberly Cobos Cawthorne to be appointed to one of the council seats at large, since she had the next most votes throughout the city, 1041, more than any of the other candidates that ran during the last election.

She has proven her qualifications by leading the city during a global pandemic and our city not only survived it prospered.

For the pass 3 years the city budget has been balanced, current budget had a surplus of $600,000.00. Also on her last day in office after her trip to Sacramento with our City Manager Bobadilla, she helped secured funds in the amount of $15,870,000.00 for sale of city water company (the city will continue to own the water rights). Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city so far it is $29 million and counting. Mayor Cobos Cawthorne left the city in sound financial standing and WE NEED HER LEADERSHIP BACK on the City Council!

Thank you,

Rodarte, Alejandro

From: Lore Torres <torres.lore@ymail.com>
Sent: Wednesday, January 18, 2023 4:07 PM
To: Comment, ccpublic
Subject: Re: [External Email] Vacant Seats

Mayor Torres and Councilmembers,

Please appoint Rick Alonzo and Marie Ledezma to Montebello's at-large vacant seats.

Thank you,

Norma Ibarra
Montebello resident
Sent from my iPhone

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 01/25/23 **Time Received:** 5:10 **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Sara Valenzuela **PHONE:** [redacted] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Boy Scout Troop 33

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** Bicknell Park Youth Center

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/2023 **Time Received:** 5:10 **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Lorena Pizana **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Montebello Pack 45

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** ~~XXX~~ Bicknell Youth Center

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Brandon Gill **PHONE:** (323)333-3384 (Optional)

ADDRESS: 820 Malone Drive, Montebello, CA, 90640 (Optional)

ORGANIZATION REPRESENTED: Boy Scout Troop 33

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Clarissa Griego **PHONE:** _____ *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: Bay Scout Troop 33 *(Optional)*

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Bicknell Scout Hut

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Veronica Murillo **PHONE:** _____ *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: *(Optional)* Boys Scouts, Girl Scouts, Leos

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Bicknell Park Scout Hut

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 6

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Alejandro Murillo **PHONE:** _____ *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: *(Optional)* Boy Scout Troop 33 Leo Club

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Bicknell Park Scout Hut

NOTES: Bi

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

General

CITY OF MONTEBELLO Request No. 7

SPEAKER CARD

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

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

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

Meeting Date: 1/25/22 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: EMELIA ALVAREZ **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. #11

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: none

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. #6 5

12

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Shannan Calland **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. #13

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Vivian Romero **PHONE:** 5 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 14

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1-25-23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** 323-724-4440 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 15

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 1/25/22 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Ricardo Nonzo **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 16

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** 5:31 **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** 323.728.0421 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Chet Holifield Library

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 17

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 18

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** 5:39 pm **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Osvaldo Peña **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 19

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** 323-724-6099 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 19

SPEAKER CARD

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

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

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

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** 323 621-8525 (Optional)

ADDRESS: 845 So 4th St. Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Drugs on 845 4th St.

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 20

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Linda Nicolas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 21

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Anna B. Jurado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 22

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** #5

Meeting Date: 1/25/23 **Time Received:** 6:01 **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 23

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** 5

Meeting Date: 1/23/23 **Time Received:** 6:07 **Date Received:** 1/23/23

SPEAKER'S FULL NAME: Sue T Rafferty **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 24

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Nelly Nieblas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO Request No. 24

SPEAKER CARD

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

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

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Meeting Date: Jan. 25, 2023 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Tommy Fagvae **PHONE:** _____ *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: IBEW Local 11 *(Optional)*

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

* Submitted after the deadline * ask if we should call on her

CITY OF MONTEBELLO

Request No. 25

SPEAKER CARD

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

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

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

Meeting Date: Jan 25, 2023 **Time Received:** 6:24 pm **Date Received:** Jan 23, 2023

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** 3237287066 *(Optional)*

ADDRESS: VIA SAN DEZARO *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** Public ORALS

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

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

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

Type of Comment: Closed Session ☑ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** 5:45 **Date Received:** 1/25/23

SPEAKER'S FULL NAME: Scott Rollins **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

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

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

Type of Comment: Closed Session ☒ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 1/25/23 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: David Hornback **PHONE:** _____ *(Optional)*

ADDRESS: 729 N 1st St *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** City Manager Authority Removal

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, JANUARY 25, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the City Council Special Meeting to order at 6:02 p.m. concurrently with the City Council and Public Financing Authority Joint Regular Meeting of January 25, 2023.

ROLL CALL

Members present were Mayor/Chairperson Torres, Mayor Pro Tem/Vice Chairperson Peralta, Councilmember/Member Jimenez, Councilmember/Member Melendez, and Councilmember/Member Tamayo; and two at-large seats remain vacant. City Clerk/Board Secretary Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on 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.

The City Clerk's Office acknowledged two (2) speaker cards submitted to the City Clerk for Closed Session. Said speaker cards are on file at the City Clerk's office.

Mayor Torres recessed the meeting into Closed Session at 7:45 p.m. to consider the below-mentioned Closed Session Item, including items from the City Council and Public Financing Authority Joint Regular Meeting Agenda of January 25, 2023.

CLOSED SESSION 6:00 P.M. (WILL BE HELD CONCURRENTLY WITH THE REGULAR MEETING AND WILL BE DISCUSSED AFTER REGULAR SESSION)
The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Government Code Section 54957 (b)(1)
   Title: City Manager

CLOSED SESSION REPORT

At 8:03 p.m. Councilmember Jimenez notified Senior Deputy City Clerk Jimenez that she and Councilmember Melendez left the closed session resulting in a lack of quorum.

The Closed Session was reconvened at 8:43 p.m.

City Attorney Alvarez-Glasman provided the following Closed Session Report:
The Closed Session had all five (5) members present; City Attorney Alvarez-Glasman remained behind closed doors with the remaining council body under the attorney-client privilege.

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on January 25, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

Date and Posted: January 23, 2023 at 1:00 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Tuesday, January 24, 2023 by 6:00 p.m.**

Alicia Fernandez, Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned to adjourn at 8:11 p.m. in memory of the lives lost in the City of Monterey Park; seconded by Councilmember Tamayo.

THE MINUTES OF JANUARY 25, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF MARCH 2023.

DRAFT

City Council Forecasted Agenda Calendar - April

APRIL 5TH - SPECIAL MEETING

Item #	Description	Session	Department	Presenter
	FY 2023-24 Budget process	Regular Business	Finance	Michael Solorza

APRIL 10TH (formally April 12)

Item #	Description	Session	Department	Presenter
	Citizen of the Month	Presentation	Public Affairs	Michael Chee
	Recognition of the Montebello Indians Cheer Team	Presentation	Public Affairs	Mayor David N. Torres
	National Child Abuse Prevention	Presentation	Public Affairs	Michael Chee
	National Volunteer Month	Presentation	Public Affairs	Michael Chee
	Autism Awareness Month	Presentation	Public Affairs	Michael Chee
	Montebello Night Market	Presentation	Public Affairs	David Sosnowski
	Armenian History Month	Presentation	Public Affairs	Michael Chee
	National Donate Life Month	Presentation	Public Affairs	Michael Chee
	Tola Street Preferential Parking District Public Hearing (Upon Council Approval)	Public Hearing	Public Works	James Enriquez
	Budget Amendment for Bike Master Plan	Consent	Planning	Joseph Palombi
	Local Hazard Mitigation Plan RFP Proposal	Consent	Fire	Chief Pelaez/Angelica Palmeros
	Request City Council to approve a resolution against the Taxpayer Protection and Government Accountability Act (AG-210042A1)	Consent	Finance	Michael Solorza
	Reso No. 23-XX Warrant Register	Consent	Finance	Michael Solorza

APRIL 26TH

Item #	Description	Session	Department	Presenter
	Dog Park Proposal/Direction	Consent	Public Works	James Enriquez
	Special Needs Programs/Direction	Consent	Parks & Rec	David Sosnowski
	Zen City Renewal	Consent	Public Affairs	Michael Chee
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ___ Warrant Register	Consent.	Finance	Michael Solorza