



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, APRIL 26, 2023 AT 6:00 PM

**TELECONFERENCE
LOCATION FOR MELENDEZ:
WESTIN NEW YORK GRANT
CENTRAL
212 EAST 42ND STREET,
NEW YORK, NY 10017**

**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
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation
Director of Public Affairs and Information Technology**

**Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks
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 SB 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 – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Armando Flores vs. City of Montebello
Los Angeles Superior Court Case No. 20STCV11854
2. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code Section 54957(b)(1)
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957(b)(1)
Title: City Manager
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Initiation of litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. **RECOGNITION OF THE MONTEBELLO INDIANS CHEER TEAM**
6. **HOMELESS COUNT 2022 REPORT**

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**PUBLIC HEARING**

7. ADOPT RESOLUTION NO. 23-26 APPROVING THE DRAFT FISCAL YEAR 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN AND THE FY 2023-24 RECREATION YOUTH SCHOLARSHIP PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 23-26 approving the draft Fiscal Year 2023-24 Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Annual Action Plan and the FY 2023-24 Recreation Youth Scholarship Program; and
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS

8. ADOPT RESOLUTION NO. 23-28 APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-28 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); 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.

9. APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3855 WITH ULTIMATE MAINTENANCE SERVICES FOR INCREASED CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Services for Citywide Custodial Services increasing the scope of services and annual fee to an amount not-to-exceed \$560,000; and
2. Authorize the City Manager to execute the amendment on behalf of the city; and

3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$146,000 in Account No. 100-30-510-6040.35 (General Fund, Public Works, Facilities Maintenance, Custodial Services), and \$54,000 in Account No. 600-90-900-6040.35 (Transit Fund, Administration, Custodial Services); and
4. Take such additional, related action that may be desirable.

10. APPROVAL OF COOPERATIVE AGREEMENT NO. 4099 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve funding Agreement No. 4099 (Attachment A) with the Los Angeles County Department of Public Works (Attachment A) for the Beverly Boulevard Traffic Signal Synchronization Program (TSSP) Project; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by allocating unprogrammed funds in Fund 215 (Proposition C) by increasing appropriations by \$575,000 (Account No. 215-99-7116, Proposition C, Improvements Other than Building); and
4. Take such additional, related action that may be desirable.

11. APPROVAL OF ENGAGEMENT LETTER, TASK ORDER NO. 7, FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES BY MARK THOMAS & COMPANY, INC. - PROPOSED MONTEBELLO DOG PARK

RECOMMENDATION: It is recommended that the City Council:

1. Award Task Order No. 7 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas & Company, Inc. for Landscape Architectural Design Services for a not-to-exceed-fee of \$37,966 for the design development of a conceptual design of a proposed dog park; and
2. Authorize the City Manager to execute the Agreement, on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$37,966 from General Fund Reserves in Account No. 100-30-330-6040.96 (General Fund, Public Works, Engineer, Other Contract Services - Engineering Design Service); and
4. Take such additional, related action that may be desirable.

12. APPROVAL OF AGREEMENT NO. 4100 WITH STAR DUST TOURS AND AGREEMENT NO. 4101 WITH H&L CHARTER COMPANY, INC. FOR CHARTER BUS SERVICES (RFP NO. 23-7)

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4100 to Star-Dust Tours in a total not-to-exceed annual amount of Ninety Thousand Dollars (\$90,000) for Charter Bus Services; and
2. Award Professional Services Agreement No. 4101 to H&L Charter Company, Inc. in a total not-to-exceed annual amount of Thirty Thousand Dollars (\$30,000) for Charter Bus Services; and
3. Authorize the City Manager to take actions necessary to execute and finalize the agreements on behalf of the City of Montebello; and
4. Take such additional, related action that may be desirable.

13. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-12) FOR AN ADAPTIVE PROGRAMMING EXPANSION AND ACCESSIBILITY ASSESSMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to schedule and host an Abilities Fair in March of 2024; and
2. Authorize staff to issue a Request for Proposals ("RFP") for an Accessibility Assessment for the Recreation and Community Services Department; and
3. Take such additional, related action that may be desirable.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-27 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 26, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-27 approving the Warrant Register dated April 26, 2023

15. **APPROVAL OF MINUTES: FEBRUARY 8, 2023 SPECIAL CITY COUNCIL MEETING; FEBRUARY 8, 2023 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING; FEBRUARY 13, 2023 ADJOURNED SPECIAL COUNCIL MEETING; FEBRUARY 13 2023 ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING; FEBRUARY 22, 2023 CITY COUNCIL AND SUCCESSOR AGENCY JOINT MEETING; MARCH 8, 2023 CITY COUNCIL MEETING; AND MARCH 22, 2023 CITY COUNCIL 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.

- **Georgina Tamayo, Councilmember**
- **Angie M. Jimenez, Councilmember**
 1. Reinstatement of Cannabis Ad Hoc.
 2. Stride for Pride 5K.
- **David N. Torres, Mayor**
- **Scarlet Peralta, Mayor Pro Tem**
- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on May 10, 2023 at 6:00 p.m.**, which can be live streamed at <https://www.montebellocal.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, April 23, 2023, no later than 6:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED 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 Agenda**



ITEM # 7

**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: **ADOPT RESOLUTION NO. 23-26 APPROVING THE DRAFT FISCAL YEAR 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN AND THE FY 2023-24 RECREATION YOUTH SCHOLARSHIP PROGRAM**

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 23-26 approving the draft Fiscal Year 2023-24 Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Annual Action Plan and the FY 2023-24 Recreation Youth Scholarship Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The United States Department of Housing and Urban Development (“HUD”) provides funding to the City of Montebello for Housing and Community Development Programs, specifically Community Development Block Grant (CDBG) funds and Home Investment Partnership (HOME) funds.

For FY 2023-24, the City expects to receive approximately \$629,059 in CDBG funds and approximately \$325,344 in HOME funds. Additionally, approximately \$74,880 in CDBG Program Income is available as well as \$665,808.02 of unspent HOME Program Income funds. Total funding available for FY 2023-24 per program:

CDBG Funds:	\$ 703,939
HOME Funds:	\$ 991,152

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 4

If there are any unused CDBG/HOME funds remaining from the 2022-23 fiscal year, these funds will be allocated in the future accordingly. These funds will be appropriated through the FY 2023-24 budget process.

BACKGROUND/DISCUSSION:

As required by HUD, the draft Annual Action Plan was publicly noticed and made available for public review and comment on the City's website from March 23, 2023, to April 26, 2023 at the following link:

https://www.montebelloca.gov/departments/planning_community_development/housing_division/c_d_b_g_h_o_m_e_programs

In connection with the opportunity for public participation, one separate public comment was received via Survey Monkey. In summary, the comment was in support of the development of affordable housing in the City of Montebello.

Regarding FY 2023-24, the Recreational Youth Scholarship program will be funded through the allocation of FY 2023-24 CDBG Program funds in the amount of \$10,000. The program will be administered through the Recreation and Community Services Department and this program aims to make youth recreation activities more easily accessible and affordable to low- and moderate-income persons. Under the application guidelines of the program, eligible applicants will receive a grant with an opportunity to access youth recreational activities offered by the City.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA), this project is exempt from CEQA under the commonsense rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the draft FY 2023-24 Community Development Block Grant and Home Investment Partnerships Annual Action Plan and the FY 2022-23 Commercial Façade Program (the "Project") will have a significant effect on the environment, the Project is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

ANALYSIS:

The Annual Action Plan is submitted to HUD on an annual basis and identifies how the City plans to use the Federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan.

A summary is provided in Table 1 listing available funding separated by source. The totals represent the net amount, less the allowed administrative percentage to be used to manage both the CDBG and HOME programs.

In addition, Table 2 provides details on the amounts of each funding source and specific program to which the funding is proposed.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 4

Table 1

CDBG FY 2023-2024

\$ 629,059	CDBG Allocation
\$ 74,880	Program Income
\$ 703,939	Total Allocation
\$ (125,591)	Administration (up to 20% of allocation)
\$ 598,348	Total Available for Programming

HOME FY 2023-2024

\$ 325,344	HOME Allocation
\$ 665,808	HOME Carryover Funds
\$ 991,152	Total Allocation
\$ (99,115)	Administration CAP (10% of Allocation)
\$ 892,037	Available for Programming

*The \$20,000 for the Housing Rights Center counts towards the 20% cap allowed as an administrative expense, hence that is added to the \$105,590.85 for program administration, totaling \$125,590.85.

Table 2

Proposed Project Name	Funding	Proposed FY 2023-2024
Housing Rights Center	CDBG Admin	\$ 20,000
CDBG Program Administration	CDBG Admin	\$ 105,591
Section 108 - Whittier Blvd.	CDBG	\$ 516,347
Heart of Compassion (HOC)	CDBG	\$ 15,208
YMCA Montebello/Commerce	CDBG	\$ 15,607
Youth Employment Program (YEP)	CDBG	\$ 21,186
Recreation Youth Scholarship Program	CDBG	\$ 10,000
HOME Program Administration	HOME Admin	\$ 99,115
Housing Rehabilitation and Preservation Program	HOME	\$ 743,364.02
CHDO Acquisition & New Construction	HOME	\$ 148,672.80

SUMMARY:

After City Council adoption, the Annual Action Plan will be submitted to HUD for approval. Funding for the various administrative and programmatic uses will be appropriated as part of the FY 2023-24 budget development process. Staff will appropriate funds in the proper accounts and the CDBG and HOME budgets (Funds 255 and 260, respectively) will be part of the budget provided to City Council for adoption in June 2023.

Following City Council adoption, the Recreation Youth Scholarship Program will commence, and the Recreation and Community Services Department will begin to

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 4 of 4

promote available grant funds through an established process to receive applications in connection with the available program grants.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-26
2. Attachment B - FY 23-24 Annual Action Plan - DRAFT
3. Attachment C - Proof of Publication
4. Attachment D - Recreational Youth Scholarship Application

NEXT STEPS:

N/A

RESOLUTION NO. 23-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO SUBMIT TO HUD THE CITY'S FISCAL YEAR (FY) 2023-2024 ANNUAL ACTION PLAN AND THE FY 2023-2024 RECREATION YOUTH SCHOLARSHIP PROGRAM

RECITALS

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, City staff published a public notice announcing the availability of the Fiscal Year (FY) 2023-2024 draft Annual Action Plan in the Montebello News on March 23, 2023, triggering a 30-day public comment period of the plan; and

WHEREAS, on April 26, 2023, the City Council of the City of Montebello ("City Council") held a duly noticed public hearing to consider adoption of the FY 2023-2024 draft Annual Action Plan.

WHEREAS, The Recreation Youth Scholarship Program has been established with 2023-2024 CDBG Program funds in the amount of \$10,000.00.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council approves and ratifies the FY 2023-2024 Annual Action Plan.

SECTION 3. The City Council approves the 2023-2024 Recreation Youth Scholarship Program.

SECTION 4. The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved annual Action Plan.

SECTION 5. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

RESOLUTION NO. 23-26

Page 2 of 2

SECTION 6. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 26TH DAY OF APRIL 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. 23-26 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 26th day of April 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

City of Montebello

Los Angeles County, California



2023-2024 ANNUAL ACTION PLAN

Table of Contents

Executive Summary	2
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	2
PR-05 Lead & Responsible Agencies – 91.200(b)	5
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	6
AP-12 Participation – 91.105, 91.200(c)	10
Expected Resources	11
AP-15 Expected Resources – 91.220(c)(1,2)	11
Annual Goals and Objectives	13
Projects	14
AP-35 Projects – 91.220(d)	14
AP-38 Project Summary	14
AP-50 Geographic Distribution – 91.220(f)	19
Affordable Housing	20
AP-55 Affordable Housing – 91.220(g)	20
AP-60 Public Housing – 91.220(h)	23
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	24
AP-75 Barriers to affordable housing – 91.220(j)	27
AP-85 Other Actions – 91.220(k)	28
Program Specific Requirements	31

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Each year, the City of Montebello participates (as an entitlement jurisdiction) in the Community Development Block Grant Program (CDBG). This program is administered by the US Department of Housing and Urban Development (HUD), and provides funding for a variety of different projects, with eligibility based on meeting the following national objectives: Benefitting low- and moderate-income persons; Eliminating slum and blight; or meeting a particularly urgent community need. The City of Montebello anticipates receiving a FY 2023-2024 allocation of approximately \$629,059 in CDBG entitlement funds and \$325,344 in HOME entitlement funds from the US Department of Housing and Urban Development (HUD) to spend on housing and community development activities that address the priority needs and goals established in the 2020-2025 Consolidated Plan. In addition, the available program income for CDBG is \$74,880 and the total program income for HOME is in the amount of \$665,808.02. The 2023-2023 allocation for both programs is as follows:

CDBG: \$ 703,939.00

HOME: \$ 991,152.02

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

As part of the Consolidated Plan, Montebello stakeholders identified community improvement needs and priorities that can be addressed with federal grant funds and other available resources. To ensure the maximum participation of the community's residents and to comply with the City's HUD-approved Citizen Participation Plan, the city implemented a survey and public hearing. Through this process, the residents of Montebello had an opportunity to shape the priorities of the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2023-2024 includes activities the city will undertake to address its priority needs and objectives as outlined in the 2020-2025 Consolidated Plan. These activities will be undertaken with CDBG and HOME program funds in the amounts of approximately \$703, 939 and \$991,152.02 respectively. The City's Activities proposed for FY 2023-2024 will each meet one of the following three (3) national objectives:

- Activities which benefit low- and moderate-income persons
- Activities which aid in the prevention or elimination of slums or blight
- Activities that are designated as having a particular urgency

To address the community needs identified in the Consolidated Plan, the City has established the following objectives:

- Increase affordable housing opportunities
- Maintain decent and energy efficient housing stock

- Expand fair housing choice and access
- Provide vital public services
- Expand Economic Opportunities
- Increase the earning capacity for LMI families
- Planning and Administration

As part of its community development objectives, the City has developed a number of activities and programs that benefit low-moderate-income households.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During its annual planning process, the City prepares the Consolidated Annual Performance and Evaluation Report (CAPER), which details how it met the needs and objectives laid out in the previous 2020-2025 Consolidated Plan and Annual Action Plan. The City's most recent CAPER reports on the third year of the Consolidated Plan. The City's key accomplishment over the 2021-2022 Annual Action Plan period included the following:

- Provided Public services through various public service programs including fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes to approximately 336 households.

The City and its partners are continuously working to achieve the objectives established in the Consolidated Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process utilized for the FY 2023-2024 Annual Action Plan included the following:

- **NOFA:** Publishing a notice of available funding and request for applications on March 23, 2023, in the Montebello News and on the City website under the Planning and Community Development- Housing Division Section;
- **Community Outreach:** Conducting a public participation meeting for the members of the community to discuss community needs, funding applications and potential allocations on March 16, 2023;
- **Public Hearing:** Conducting a public hearing before the City Council on April 26, 2023, to adopt the Action Plan. Agencies and organizations that serve the low-moderate income persons and those with special needs were invited to attend the hearing. Public notices for the hearings were published in the Montebello News, posted at City Hall in the Planning and Community Development Department, and posted on the City's website;
- **Proof of publication:** Proof of Publication for all public hearings, meetings, and general outreach efforts can be found in the Appendix. Direct notification was sent to agencies and organizations that serve the low-moderate income persons and those with special needs.
- **A 30-day public review:** A 30-day public review will be held from March 23, 2023, to April 26, 2023. Copies of the draft Action Plan are available for the public to read on the City Website and at City Hall

(Planning & Community Department). Copies are also available for review by requesting in person or by telephone, or e-mail. City staff ensured adequate notification of all public hearings.

Advance notice of public hearings was published in the local newspaper of general circulation at least 30 days prior to the meeting date and translation services were always available upon request for non-English speaking residents. Additionally, the City ensured reasonable access to information and records related to the development of the Plan and to the expenditure of resources for programs funded by CDBG. The final Consolidated Plan, Annual Action Plans, amendments to the Plans, and annual performance reports are available for five years at City Hall.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A Notice of Funding Availability and Request for Proposals was published in the Montebello News on March 23, 2023, in compliance with Federal regulations and the City's Citizen Participation Plan. A notice inviting interested parties to participate in public hearings was advertised in the Montebello News as required by Federal regulations and the Citizen Participation Plan. Citizens were invited to participate in a Community Needs Survey through the Notice of Funding Availability provided by the City. Public hearings and comment periods for the draft Annual Action Plan were announced by the City on March 23, 2023. On the City's website, the FY 2023-2024 Annual Action Plan was made available to the public. The 30-day comment period began on March 23, 2023, to April 22, 2023. Any comments received will be identified in the Annual Action Plan prior to HUD submission.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received from the public during the Public Hearing will be addressed in the Annual Action Plan.

7. Summary

All comments received from the public during the Public Hearing will be addressed in the Annual Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name		Department/Agency
CDBG Administrator	MONTEBELLO		Planning & Community Development Department
HOME Administrator	MONTEBELLO		Planning & Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

CDBG and HOME programs are administered by the Planning and Community Development Department, which is responsible for preparing required reports, implementing grant-funded programs, and administering grants. Under the supervision of the Housing Manager in the Planning and Community Development Department, the CDBG and HOME programs are administered on a day-to-day basis with the assistance of program consultants as needed.

Consolidated Plan Public Contact Information

City of Montebello
Planning and Community Development Department
1600 West Beverly Blvd
Montebello, CA 90640
Phone: (323)887-1200 Ext. 598
Attn: Joseph Palombi, Director of Planning & Community Development

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Montebello consulted with important City divisions and departments in the development of the 2023-2024 Annual Action Plan such as Code Enforcement and Parks and Recreation. Information was also collected from other public agencies, during the Consolidated Plan process, which included the Los Angeles County Development Authority and several local Public Service Agencies. Copies of the Annual Action Plan will be made available during the 30-day public review of the Annual Action Plan from March 23, 2023, through April 26, 2023.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To increase cooperation between public and assisted housing providers, private providers, and government agencies in the areas of mental health, health, and services, the City consulted with a variety of agencies including local and regional social service agencies, Los Angeles Homeless Services Authority (LAHSA), Montebello Community Assistance Program (MCAP) and the Los Angeles County Development Authority (LACDA). The goal of the consultation was to gather data on priority needs of the City of Montebello and to identify opportunities to improve availability and access to services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As part of Los Angeles Homeless Services Authority's (LAHSA) Continuum of Care for Service Planning Area 7 (SPA7), The City of Montebello is included in LAHSA's Continuum of Care. LAHSA was created in December 1993 to coordinate the effective and efficient integration of Federal and local funding in order to provide services to homeless people throughout Los Angeles County and the city of Los Angeles. Los Angeles Homeless Services Authority coordinates and manages over \$70 million dollars in Federal, State, County, and City funds for programs providing shelter, housing, and services to homeless people in the City and County of Los Angeles. Montebello residents receive assistance through LAHSA.

As part of our consultation efforts, we communicate with the Los Angeles County Development Authority, community-based organizations, and telephone conferences throughout the year to identify mutual problem areas and propose potential solutions.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not meet the threshold to receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Los Angeles County Development Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through meetings and conversations, information was gathered on the affordable housing resources of LACDA and the agency was identified as a valuable partner with the City in meeting the needs for publicly assisted housing.
2	Agency/Group/Organization	Montebello Community Assistance Program (MCAP)
	Agency/Group/Organization Type	Provide access to Homeless resources and Emergency Housing
	What section of the Plan was addressed by Consultation?	Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through several meetings and consultations. MCAP staff met with program management staff to discuss homeless service programs available to the most vulnerable population. Coordination will continue to identify the best use of funds to remediate homelessness in the City.
3	Agency/Group/Organization	Montebello Code Enforcement
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Program management staff met with representatives of the City department to discuss operation of the code enforcement program need for these services in the city, and the condition of housing and neighborhoods.
4	Agency/Group/Organization	Heart of Compassion
	Agency/Group/Organization Type	Services-homeless Services- Food Insecurity
	What section of the Plan was addressed by Consultation?	Vital Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, program management staff participated in multiple discussions with HOC staff to identify the best use of funds to help families and individuals in the City facing food insecurity.

5	Agency/Group/Organization	YMCA
	Agency/Group/Organization Type	Services- Senior Services & Food Insecurity Services- At Risk Youth Recreation & Preschool Services
	What section of the Plan was addressed by Consultation?	Vital Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, program management staff participated in multiple discussions with YMCA staff to identify the best use of funds to help families in the City facing food insecurity.
6	Agency/Group/Organization	Youth Employment Program (YEP)
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Employment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through the application process, HUD program management staff participated in multiple discussions with Recreation and Community Services Department to identify the best use of funds to help LMI families in the City.
7	Agency/Group/Organization	Broadband Internet Providers
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Internet Service
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As part of its consultations, City staff consulted with major internet providers in the city such as Spectrum and AT&T via phone meeting. As a result, it was identified, according to these Major internet providers in the city, Montebello residents have Broadband access including the low- and moderate-income households. The city also contacted the Federal Communications Commission. A need was identified for more than one service provider to offer affordable services to low- and moderate-income families in the city. It was identified that there is a need for broadband wiring and for connection to broadband services in some of the Montebello household units. Therefore, Broadband access plans for low- and moderate-income households will continue to be available from these major internet service providers for its low- and moderate-income neighborhoods.
8	Agency/Group/Organization	Resilience Specific Agencies
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management

What section of the Plan was addressed by Consultation?	Resiliency Agencies
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The National Institute of Standards and Technology (NIST) was consulted regarding their expertise in developing a community resilience program. As part of the City's Hazard Mitigation Plan, the city followed the NIST's six-step process for planning for community resilience. The City's hazard mitigation plan evaluates and identifies findings of the vulnerability of housing to natural hazards associated with climate change. As a result, the city will continue to identify and assess any risks related to certain weather patterns. In accordance with the Hazard Mitigation Plan, the City intends to continue to practice mitigation strategies in the aftermath of earthquakes, wildfires, flooding, DAM failures, and droughts. As a result of this plan, the city will be more resilient in the event of a natural disaster. Additionally, city staff consulted with FEMA. As a result, the City adopted and implemented local floodplain management regulations that protect people and reduce the risk of future flooding. As a participating community, the City participates in the National Flood Insurance Program (NFIP). The City is considering updating its Hazard Mitigation Plan and will continue to consult with the respective hazard mitigation agencies in the process.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted with a variety of agencies serving Montebello residents and the region. No agency types were specifically left out of the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	Both address issues concerning homelessness and special needs housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

In developing this Annual Action Plan, the City of Montebello followed its approved Citizen Participation Plan, which meets HUD's Federal requirements for citizen participation. The City of Montebello offered opportunities for participation and comment by the public and agencies for the city's Annual Action Plan. There was a public hearing and 30-day review and comment period of the Annual Action Plan from March 23, 2023, to April 26, 2023. Montebello residents were provided details on how to submit comments and the period of when comments will be accepted. The goal of the city is to adhere to the HUD approved Citizen Participation Plan and to ensure that all Montebello residents have access to review the Annual Action Plan. The Citizen Participation Outreach procedures are identified in the following chart.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Newspaper advertisement was published on 3/23/23 notifying interested parties of Funding Availability	Pending	Pending	
2	Internet Outreach	Non-targeted/broad community	Draft AAP was on city's website for public review and comment	Pending	Pending	https://www.montebelloca.gov
3	Public Meeting	Non-targeted/broad community	Public Hearing for adoption of AAP	Pending	Pending	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates utilizing the resources in Table 5 during FY 2023-2024 to meet Consolidated Plan Goals:

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	629,059	74,880	0	703,939	1,300,000	The City expects to receive approximately \$1,300,000 over the next 2 years CDBG entitlement Funds; \$650,000 in Year 3.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	325,344	665,808	0	991,152	600,000	The City expects to receive approximately \$600,000 over the next 2 years HOME entitlement Funds; \$300,000 in Year 3.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to use state and local funds to leverage federal entitlement dollars, including but not limited to:

- City General Funds (Affordable Housing Projects)
- Preserve the City's existing affordable housing stock for low-to moderate-income households through the Owner-Occupied Rehabilitation deferred Loan Program

Montebello implements the goals, objectives, and policies of the AI and ConPlan by using funds to support public services that will lead to housing benefits for low-to-moderate income residents. The City of Montebello is planning to use CDBG funds to fund food insecurity programs throughout the City, including Hearts of Compassion.

As part of the HOME program, local funds must be leveraged through a local match. The City anticipates assisting (3) three low to moderate income homeowners through the owner-occupied Housing Rehabilitation and Preservation Program over the next two years. The program offers housing rehabilitation deferred loans to eligible homeowners in the City of Montebello using HOME funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Currently, there is property located within the City of Montebello that will be used to address the needs of providing affordable housing opportunities (Multifamily rental new construction) to the residents of the City of Montebello. The property is located along the City's downtown area on 6th Street and Whittier Boulevard in Montebello, CA. The affordable housing project will be a two-phase project. The development stages for Phase-one are scheduled to begin in 2023.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration	2023	2024	Administration	Citywide	Planning and Administration	CDBG: \$105,590.85 HOME: \$99,115.20	Other: Program Administration
2	Fair Housing	2023	2024	Administration	Citywide	Ensure Equal access to housing opportunities	CDBG: \$20,000	Other: Promotes Fair Housing
3	Housing	2023	2024	Affordable Housing	Citywide	Increase and Preserve the supply of affordable housing	HOME: \$743,364.02	Homeowner Housing Rehabilitation: 3 households/Housing units
4	Housing	2023	2024	Affordable Housing	Citywide	Increase Affordable Housing Opportunity	HOME: \$148,672.80	CHDO- Acquisition and New Construction: Future Project
6	Public Service	2023	2024	Non-Housing Community Development	Citywide	Provide public services for low-income residents	CDBG: \$62,001.60	Public Service activities other than Low/Moderate Income Housing Benefit: Individuals assisted
7	Economic Development	2023	2024	Economic Development	Citywide	Expanding economic opportunities	CDBG: \$516,346.55	Section 108 Loan Repayment

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Planning and Administration
	Goal Description	Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO.
2	Goal Name	Expand fair housing choice and access
	Goal Description	The City will continue to collaborate with entities that provide assistance for families and individuals seeking counseling and or legal solutions to fair housing, and discrimination problems.
3	Goal Name	Maintain decent and energy efficient housing stock
	Goal Description	Provide funding for the development of new affordable housing, homebuyer assistance programs and or utility or rent reduction programs for low- and moderate-income families. Fund housing solutions that may include programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice. Provide funding for programs for owner-occupied housing rehabilitation including activities related to home improvements, energy efficiency, structural improvements, and/or other home sustainability projects.

4	Goal Name	Provide vital public services
	Goal Description	Provide needed public services that assist individuals and families in the following ways: services for children, youth, senior and special needs services, nutrition and preventative health services, supplemental food/clothing assistance and other vital social services.
5	Goal Name	Increase earning capacity for LMI families
	Goal Description	Pursue opportunities that will connect LMI families with job training, career guidance, and part-time and full-time work. The City also wishes to fund business recruitment, attraction and or expansion initiatives that generate jobs.
6	Goal Name	Expanding economic opportunities
	Goal Description	Section 108 Loan Re-payment
7	Goal Name	Increase affordable housing opportunities
	Goal Description	Affordable Housing

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be undertaken during the Fiscal year to address priority needs and objectives:

Projects

#	Project Name
1	Program Administration CDBG
2	Southern California Housing Rights Center (HRC)
3	Section 108 Loan Payment
4	YMCA
5	Heart of Compassion (HOC)
6	Youth Employment Program
7	Recreation Youth Scholarship Program
8	Program Administration HOME
9	Housing Rehabilitation and Preservation Program (HRPP)
10	CHDO-Acquisition & New Construction

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City understands that special needs populations are confronted with challenges due to low incomes and special conditions. As a result of these factors, special needs populations are more likely to become homeless. Housing and supportive services are necessary for special needs populations. Providing supportive services and housing for special needs populations is of high priority to the City. Additionally, supportive services are considered

a priority by the CoC. As part of its continuing efforts to address these needs, the City will fund activities in Fiscal Year 2023-2024.

To comply with CDBG objectives, projects must meet a variety of thresholds, including one of the national objectives and one of the community priorities outlined in the Consolidated Plan. In addition, staff considered all engagement activities, data on housing and homeless, priority needs, cost effectiveness and reasonableness, activity management and implementation, past performance, leveraged funds, and completeness of the application. Recommendations relate to those projects determined to be most likely to succeed and remain in compliance with CDBG and HOME laws.

AP-38 Project Summary
Project Summary Information

1	Project Name	Program Administration CDBG
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$105,590.85
	Description	The City will continue to provide planning and administration services required to manage and operate the City's CDBG program. Such funds will assist in managing community development, housing, and economic development programs.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	CDBG Program Administration
2	Project Name	Southern California Housing Rights Center (HRC)
	Target Area	Citywide
	Goals Supported	Expand fair housing choice and access Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$20,000
	Description	HRC will provide fair housing services, handle fair housing cases and education.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	140 households assisted. Two housing rights workshops provided annually.

	Location Description	3255 Wilshire Blvd. Los Angeles, CA
	Planned Activities	CDBG funds will be used to provide fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes.
3	Project Name	Section 108 Loan Payment
	Target Area	Citywide
	Goals Supported	Expanding economic opportunities
	Needs Addressed	Economic Opportunities/Section 108 Loan Repayment
	Funding	CDBG: \$516,346.55
	Description	Loan repayment for completed improvements include the replacement of sidewalks, curbs and gutter, street irrigation, lighting, water and sewer lines, sidewalk improvements compliant with the Americans with Disabilities Act, landscaping, and street furniture.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Loan Repayment- Not Applicable.
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Section 108 Loan Payment
4	Project Name	YMCA
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low-income households
	Funding	CDBG: \$15,607.39
	Description	Supportive Services for Families, Seniors, Youth and Children in target area.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	25 Families
	Location Description	200 West Beverly Blvd., Montebello, CA
	Planned Activities	Emergency relief food distribution services.
5	Project Name	Heart of Compassion (HOC)
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households Homeless prevention services
	Funding	CDBG: \$15,208.48
	Description	Food Distribution

	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	15-20 Households
	Location Description	600 S. Maple Ave, Montebello, CA
	Planned Activities	Food Distribution
6	Project Name	Youth Employment Program
	Target Area	Citywide
	Goals Supported	Increase earning capacity for LMI families
	Needs Addressed	Provide job training & opportunities for more jobs
	Funding	CDBG: \$21,185.73
	Description	Program will employ 18 low-income youth
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 Youth from Low Income Families
	Location Description	1600 W. Beverly Blvd, Montebello
	Planned Activities	Employ low-income youth for jobs.
7	Project Name	Recreation Youth Scholarship Program
	Target Area	Citywide
	Goals Supported	Provide vital Public Service
	Needs Addressed	Assistance for extremely low/low-income households
	Funding	CDBG: \$10,000
	Description	Provide recreation youth scholarship program to assist youth from low-income families who wish to participate in recreational activities within the city.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 Youth from Low Income Families
	Location Description	1600 W. Beverly Blvd, Montebello
	Planned Activities	Recreation youth scholarship program to assist youth from low-income families who wish to participate in recreational activities.
8	Project Name	Program Administration HOME
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration

	Funding	HOME: \$99,115.20
	Description	The City will continue to provide planning and administration services required to manage and operate the City's HOME program. Such funds will assist in managing community development, housing, and economic development programs.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Planning and Administration
9	Project Name	Housing Rehabilitation and Preservation Program (HRPP)
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities Maintain decent and energy efficient housing stock
	Needs Addressed	Reduced housing improvement costs
	Funding	HOME: \$743,364.02
	Description	Rehabilitation and Preservation
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	3 Families/households
	Location Description	Citywide
	Planned Activities	Eligible home repairs
10	Project Name	CHDO-Acquisition & New Construction
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities
	Needs Addressed	Affordable housing and lower housing costs
	Funding	HOME: \$148,672.80
	Description	Acquisition/rehabilitation of property for low-income housing
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Future Project
	Location Description	Citywide
	Planned Activities	Acquisition/Rehabilitation for low-income housing

AP-50 Geographic Distribution – 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City plans to spend 100 percent of its entitlement funds in target areas, including areas with high concentrations of low- and moderate-income citizens and minorities. The city's low- and moderate-income areas, which make up most of its residential areas, are the only places where HUD funds activities. CDBG programs that are limited to a specific clientele area will benefit other parts of the city, i.e., if a person/household meets the program's eligibility criteria, they can take advantage of a federally funded program. The income of the household and the size of the household are typically used to determine eligibility. A CDBG program's funds will be spent according to its criteria. The city-wide delivery of public services and fair housing activities will also be included in the administration of programs for qualified beneficiaries.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution**Rationale for the priorities for allocating investments geographically**

The City generally allocates funds in Citywide target areas. On an annual basis, the city prioritizes the use of its CDBG funding for citywide housing and community development activities including housing, public services, and fair housing. Activities identified under the public services category and targeted to special needs populations are offered on a citywide basis and/or where resources can be coordinated with existing facilities or services.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

See the discussion below regarding the City's programs that address the affordable housing needs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	180
Special-Needs (Youth)	120
Total	300

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing efforts are part of the City's strategies, such as preserving the affordable housing stock, purchasing low-income housing properties, and supporting rental assistance programs, such as Section 8 Housing Choice Vouchers, offered by the County. Assisting at-risk youth and teenagers as well as preventing homelessness are some of the valuable services provided. To provide affordable housing to residents, the AI recommended amending aspects of the City's zoning code. It will be possible for the City to create housing accessibility and affordability policies according to the updated General Plan. The city will also be able to ensure that its policies and standards comply with the requirements of the state and regional housing authorities.

Housing policies in the City support the Rental Rehabilitation Program by providing loans to investment-owned properties to help improve the City's rental housing stock in need of rehabilitation, providing safe, decent, and sanitary housing for families with lower incomes. By providing technical assistance to property owners and monitoring Section 8 legislation, the City also contributes to the preservation of existing at-risk affordable housing. Using the State's density bonus law, the City offers density bonuses between 35 and 50% to encourage the development of affordable units.

Funds from the prior year are being used for HOME activities in the City. Prior to this year's activity, HOME funded loans were available to homeowners for residential rehabilitation, and funds were allocated to build new affordable housing units or acquire existing ones. HUD regulations and the HOME Final Program Rule require grantees to set aside 15% of the annual HOME allocation for projects and activities carried out by Community Housing Development Organizations (CHDOs). Montebello has set aside funds for the acquisition or construction of

affordable housing units.

HOME funds are typically used by the City for the development of low-income housing and the rehabilitation of owner-occupied single-family homes. For affordable home sales and for home rehabilitation, the city must use HOME affordable homeownership limits provided by HUD. Additionally, HOME assisted activities require that the value of the property after rehabilitation does not exceed 95% of the median purchase price for the neighborhood. Owner-occupied single-family housing can be priced at 95% of median price in two ways according to the HOME Final Rule:

1. For affordable housing, HUD will provide limits based on 95 percent of the median purchase price in the area; OR
2. Determine the 95 percent of median purchase price limit by conducting a local market survey.

According to HUD's published 2021 HOME affordable homeownership limits for Los Angeles County for determining 95 percent of the median purchase price limit, Montebello's median home price is \$570,000. FHA standard practice uses the following multipliers for 2-, 3-, and 4-unit properties: 1.28, 1.55, and 1.92 times the 1-unit limit. An analysis of local housing market listing prices and sales data revealed that FHA limits aren't accurate representations of local home purchase prices. As a result, HDL data was used to conduct a local market survey for Montebello home sales over a three-month period. According to this survey, Montebello's median price is \$774,000, and its 95% median value is \$735,300.

FHA- Market Median Price	\$ 570,000.00
Montebello Local Market Survey Median Price	\$ 774,000.00
95% of Montebello Local Market Survey Median Price	\$ 735,300.00

Based on this conclusion, it is recommended that the 95 percent median purchase price be determined by the local market survey price.

3-Month Home Data

	Sale Date	Site Address	Sale Price
1	6/30/2022	1328 Carob Way	\$ 260,000.00
2	5/17/2022	245 S. Bluff Rd	\$ 350,000.00
3	4/1/2022	827 Gardner Dr	\$ 390,000.00
4	5/26/2022	513 Work St	\$ 470,000.00
5	4/29/2022	149 N. Vail Ave	\$ 475,000.00
6	4/4/2022	1517 Beach St	\$ 500,000.00
7	5/10/2022	612 Bradshawe St	\$ 590,000.00
8	4/25/2022	701 Katherine Dr	\$ 596,000.00
9	5/13/2022	824 Tola St	\$ 602,500.00
10	4/18/2022	474 Via Luneto	\$ 700,000.00
11	6/30/2022	409 Morris Pl	\$ 720,000.00
12	6/17/2022	240 Maiden Ln	\$ 720,500.00
13	6/2/2022	112 Sycamore St	\$ 727,500.00
14	5/18/2022	445 N. Via Val Verde	\$ 730,000.00
15	6/3/2022	2409 W. Lincoln Ave	\$ 735,000.00

16	6/22/2022	2217 W. Via Corona	\$ 735,000.00
17	5/25/2022	2216 W. Via Camille	\$ 740,000.00
18	4/1/2022	316 Morris Pl	\$ 745,000.00
19	5/27/2022	645 Wilber Pl	\$ 750,000.00
20	6/7/2022	712 Rio Del Sol Ave	\$ 750,000.00
*21	6/9/2022	116 E. Balanda Dr	\$ 774,000.00
22	6/17/2022	2109 Merle Dr	\$ 800,000.00
23	4/8/2022	638 Rio Del Sol Ave	\$ 815,000.00
24	5/2/2022	708 Bartolo Ave	\$ 815,000.00
25	4/18/2022	325 N. 12Th St	\$ 820,000.00
26	4/12/2022	1725 Baldwin Pl	\$ 930,000.00
27	4/12/2022	641 S. Taylor Ave	\$ 950,000.00
28	5/18/2022	407 Ellingbrook Dr	\$ 960,000.00
29	5/25/2022	417 E. Los Amigos Ave	\$ 977,545.00
30	5/13/2022	2013 Merle Dr	\$ 990,000.00
31	6/24/2022	1433 Masser Pl	\$1,010,000.00
32	6/22/2022	724 N. Juarez St	\$1,015,000.00
33	4/29/2022	708 N. 4Th St	\$1,045,000.00
34	5/24/2022	820 Gardner Dr	\$1,065,000.00
35	5/18/2022	632 N. 5th St	\$1,080,000.00
36	5/27/2022	920 N. 4th St	\$1,080,000.00
37	6/3/2022	716 N. 3rd St	\$1,100,000.00
38	5/26/2022	311 Marek Dr	\$1,124,000.00
39	5/23/2022	1004 N. 4Th St	\$1,185,000.00
40	5/13/2022	226 E. Los Amigos Ave	\$1,210,000.00
41	4/20/2022	1914 W. Victoria Ave	\$1,520,000.00

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing in Montebello that is owned or managed by the city. Public housing needs will be addressed through various initiatives during the next year. There is no public housing in Montebello, and it is not owned or managed by the City. The Los Angeles County Development Authority (LACDA) offers a Family Self-Sufficiency Program as a means of encouraging residents to become more involved in management and take part in homeownership.

Actions planned during the next year to address the needs to public housing

LACDA is responsible for making rental assistance available to low-income households through the Section 8 program, but the City is not directly involved in the ownership or management of public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable- The City is not a Public Housing Agency.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable.

Discussion

None.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Aiming to address the needs of homeless individuals and families, the City continues to identify efficient and effective ways of distributing limited resources for homeless needs. A high priority for the City is to provide resources and support homeless individuals with emergency and transitional housing to those who are homeless. In addition to these efforts, the City has undertaken the following:

1. Homeless Shelters:

Many nonprofit organizations offered shelter and services to the homeless in the City to accommodate its share of the region's homeless. In order to help the homeless population in the City with emergency motel and food vouchers, the City has established a program called Montebello Community Assistance Program (MCAP). The City belongs to the Los Angeles County Continuum of Care Community Forum as well. This collaborative helps identify the needs and gaps in the homes and services for the homeless in the region.

2. Supportive and Transitional Housing:

Supportive housing, as defined by Section 50675.14 of the California Health and Safety Code, is housing that is occupied by members of a target population. Supportive housing is designed for persons with disabilities who are low-income and have one or more disabilities. A person with a disability may have a mental illness, a disease such as HIV or AIDS, a substance abuse problem, or other chronic health problems. In addition, such housing usually includes on-site or off-site services that assist residents in maintaining their housing, improving their health status, as well as maximizing their ability to live and work in the community. There are a variety of on- and off-site services available, including tutoring, childcare, and career counseling.

According to Section 50675.2 of the California Health and Safety Code, transitional housing consists of housing that is configured as rental housing developments, including multi-family homes, single-family homes, and group homes. The operation of such housing units is governed by state and federal program requirements that specify the termination of assistance and recirculation of the housing unit to a different eligible program recipient at a future date, which is not less than six months in the future. Services that facilitate the development of life skills that support independent living may also be provided, but they are not mandatory.

Permitting requirements for certain residential uses in single-family homes differ depending on whether there are six or fewer, or seven or more, people served by the housing type. There is a distinction between residential and group care facilities based on their size in the City's Zoning Code. A residential or group care facility provides 24-hour a day residential living accommodations in exchange for payment of money or other consideration, but the duration of tenancy is determined, in part or in whole, by whether a resident participates in group or individual activities such as counseling, recovery planning, medical or therapeutic assistance, which determines the length of their tenancy. Facilities providing residential care or group care can include, but are not limited to, those providing treatment or recovery for persons suffering from chronic or life-threatening illnesses, as well as those providing treatment or recovery for those suffering from alcoholism or drug abuse. An individual is accommodated in a residential care facility for a period of six months or fewer, while a group care facility accommodates a period of seven months or more.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Homeless outreach programs have been established by the City to help the homeless population in the City find temporary shelter and permanent housing. Montebello also contracts with local providers to reduce homelessness.

A total of eight Service Planning Areas (SPAs) exist in Los Angeles County, numbered 1 through 8. By dividing the County, the Department of Public Health can target and monitor the needs of each area more efficiently. The Montebello area falls within SPA 7.

An annual Shelter/Housing Inventory Count (HIC), a point-in-time inventory of service projects and a record of service usage, is coordinated by the LA Continuum of Care. People experiencing homelessness (e.g., emergency shelters, transitional housing, safe havens) and those who have experienced homelessness and have now found permanent housing are recorded in HIC. According to the PIT report dated February 22, 2022, there are currently 227 homeless people in Montebello. Heart of Compassion (HOC) is one of the public service activities that will be supported by the City in the 2023-2024 program year to continue providing support to populations such as the homeless population.

As per the Homelessness Statistics by City report from January 2023, the CoC provides housing and supportive services to homeless individuals in SPA 7 as follows:

Interim Housing	180
Rapid Re-housing	661
Permanent Housing	206
Other (Non-Permanent)	206

SPA 7 offers several programs targeted at different homeless client groups. As part of the program presented below, homeless individuals are assessed for their individual needs:

In the Coordinated Entry System (CES), regional providers work collaboratively to house chronically homeless people. An assessment tool is used to determine the most appropriate housing for individuals based on their needs. Also, the CES coordinates county and federal resources from agencies like the Department of Mental Health, the Department of Health Services, the Department of Housing, and the Department of Veterans Affairs.

Addressing the emergency shelter and transitional housing needs of homeless persons

A variety of homeless housing facilities are available at SPA 7, including emergency shelters, transitional housing, and permanent supportive housing. A list of housing resources for SPA 7 can be found in the LAHSA website. Addressing the emergency shelter need is a priority for SPA 7 agencies.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the City's efforts to assist homeless individuals, In particular, chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth, are encouraged to transition to permanent housing and independent living. We aim to reduce homelessness among individuals and families, facilitate access to affordable housing units for homeless individuals and families, and prevent individuals and families from becoming homeless again after they have recently been homeless.

Homeless Family Solutions System – A network of family homeless service providers addresses the needs of homeless families or those at imminent risk of losing their homes through the Homeless Family Solutions System. Through collaboration with system partners, it helps families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – Programs like this one provide needs-based assistance to homeless or at-risk families with children from birth to age 5, many of whom have been involved with the County Department of Children and Family Services in the past or are presently involved.

Supportive Services for Veteran Families (SSVF) – An important objective of this program is to re-house homeless veterans and to prevent homelessness in those at imminent risk of homelessness due to a housing crisis. With this program, housing stability is achieved through focused, short-term interventions. As part of its housing-first model, the SSVF helps veterans and their families find and maintain permanent rental housing as quickly as possible and without preconditions, as well as facilitate access to services that will help their families stay in their homes.

HUD-VASH Vouchers (VASH) – US Department of Veterans Affairs provides case management and clinical services bundled with Housing Choice Vouchers for homeless veterans through the HUD-VASH Program. During their participation in the program, veterans can access these services at Veterans Affairs medical centers as well as in community-based outreach clinics.

Unaccompanied Youth – A variety of programs are available for this target group, including the Family Crisis Center, Hathaway-Sycamores: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone Family Center: Transitional Housing Program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and organizations involved in the discharge process from institutions and care systems, among them are the Los Angeles County Department of Children and Family Services, Los Angeles County Department of Health Services, Los Angeles County Department of Mental Health, and Los Angeles County Sheriff's Department (LASD), which all have state or county regulations requiring effective discharge planning and a specific transition plan to

prevent individuals and families from becoming homeless.

In addition, Montebello has developed an outreach program for homeless individuals called MCAP. This program supports the City's homeless population by providing emergency motel vouchers, food, and hygiene kits, as well as assistance with accessing social services and permanent housing. A CDBG grant will not be awarded to MCAP this fiscal year.

Discussion

Programs like those outlined above, which address the needs of homeless persons and subpopulations of homeless, demonstrate that serving the homeless is a complex issue that requires collaboration among many agencies, departments, and nonprofit community service organizations. A network of agencies can provide housing and supportive services in addition to the limited CDBG funds available to the City.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A process was developed and prioritized by city staff, stakeholders, and the community at large to identify and address fair housing issues. Among the housing information in the City's 2020-2025 AI are barriers to affordable housing. The following are some of the highest priority barriers to affordable housing:

- Cost of housing is high
- Household incomes are not keeping up with rising housing values
- Compared to market rate or higher cost homes, there are fewer affordable homes
- Housing opportunities for larger families are limited
- Inability to become a homeowner
- Instability of household finances
- There are not enough funds to subsidize economic development initiatives
- Under-educated residents
- A growing number of aging houses and infrastructure
- Homeless prevention services
- Affordable housing cannot be developed under current land-use policies

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Based on specific data captures and existing policies and programs, the AI developed goals and action steps. A data review and analysis process were necessary to identify the goals of the plan and the actions associated with them. Consultation with agencies, community outreach activities, and data review and analysis were required.

Goal 1: Increase affordable housing opportunities.

Goal 2: Increase home ownership.

Goal 3: Create public awareness of fair housing laws and affordable housing advocacy.

Goal 4: Increase training, education and employment opportunities.

According to Table 56 in the AI, there are several goals and actions that will assist in advancing fair housing and affordable housing. In an effort to provide clearer direction to City staff, Council, and partnering agencies, ideas and recommended actions were documented as part of the engagement process.

In the 2023-2024 Annual Action Plan, the projects and programs that reduce the barriers to affordable housing include:

- Acquisition for Affordable Housing
- Housing Rehabilitation Grants/Loans
- Fair Housing (HRC)

To remove or improve the barriers to affordable housing, the City has adopted the following goals in the approved 2021-2029 Housing Element:

- Conserve and improve the condition of the existing affordable housing stock
- Identify and address the housing needs, including housing goals, policies, and programs
- Identify and address constraints to housing maintenance, improvement, and development
- Promote equal housing opportunities for all resident

A recent update to the Montebello General Plan has been completed by the City. Long-range planning documents like the General Plan set long-term goals and policies that will affect the City for the next 20 years. With the development of these policies, we can promote local and regional goals, including those related to housing accessibility and affordability. This update also ensures that our city's policies and standards are compliant with State and regional housing regulations.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

Lack of funding is a significant constraint to providing for the needs of low-income residents. Nonprofit service providers have also faced budgetary constraints due to economic challenges and cuts in grant funding.

Actions planned to address obstacles to meeting underserved needs

Montebello acknowledges the challenges faced by special needs populations due to low income and special circumstances. These challenges increase the chances of homelessness among special needs populations. Supportive services and housing are essential for populations with special needs. As part of its commitment to supporting special needs populations, the City prioritizes supportive housing and supportive services. A high priority is also placed on support services within the Continuum of Care.

Actions planned to foster and maintain affordable housing

As part of its CDBG-funded efforts, the City maintains the affordable housing stock through its Housing Rehabilitation and Preservation Program and the Section 8 Housing Voucher program. A combination of Federal and non-Federal funds will be used to maintain existing affordable housing units and create new affordable housing opportunities. It is the City's goal to create clear and precise development standards that are in conformance with the General Plan vision and that facilitate predictable results during the development review process. To ensure compliance with State housing laws, review and revise current housing regulations (ADUs, mixed-use, transitional, and supportive housing, SROs, emergency shelters).

Actions planned to reduce lead-based paint hazards

HOME's Housing Rehabilitation and Preservation Program is required to comply with the Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, as well as the HUD transition assistance policy effective September 20, 2000. Lead-based paint inspectors and risk assessors who are state of California certified will be used to test for lead paint and perform risk assessments when required. Lead paint abatement contractors will be used to remove and/or remove lead paint.

Actions planned to reduce the number of poverty-level families

As part of Montebello's efforts to expand economic activities to include everyone, the City continues to provide programs to those less fortunate. As part of its strategic plan, the City has focused on creating jobs for low- and moderate-income residents through youth employment programs, capital improvement projects, and Section 108 loan funds. The County's rental assistance program, housing improvement programs, and financing affordable housing development have resulted in housing the homeless and improving living conditions for low-income families and the elderly.

People living at or below the poverty line can be affected by a variety of factors. Higher education opportunities are limited, marketable skills are lacking, unemployment or underemployment is prevalent, affordable childcare is unavailable, effective transportation is lacking, and affordable housing is unavailable. To reduce poverty rates, these factors must be addressed. Even though the City does not control most of these factors, it routinely provides referrals to those living below the poverty line. Public services agencies and homeless resources are also listed, as well as links to social service agencies. Additionally, the City supports nonprofits, private developers, and government agencies that provide affordable housing and economic opportunities to low- and moderate-income residents. Continuing to support the City's youth employment program, which offers employment to low-income youth households, will be an important component of the City's plan.

Actions planned to develop institutional structure

Managing CDBG funds received by the city is the responsibility of the Planning and Community Development Department and Finance Department. To implement affordable housing projects, work with seniors, at-risk youth, and other community development programs, the City relies on a number of governmental departments and agencies, for-profit developers, and nonprofit organizations.

- The City's Planning and Community Development Department's functions directly impact and facilitate the development of housing.
- The Public Works Department is responsible for the design, construction, maintenance, and operation of

public facilities as well as for administering infrastructure projects.

- LACDA administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing.
- Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city.

A new General Plan has been approved for the City, establishing clear and precise development standards that provide predictable outcomes and streamline the development approval process in accordance with the vision of the General Plan. In order to comply with state housing law, the General Plan provides updates to the regulations regarding ADUs, mixed-use, transitional, and supportive housing, SROs emergency shelters, and zoning standards.

The HOME program is the main source of funding for affordable housing and its administrative costs. Over the years, CDBG funding reductions have also reduced funds for other community development programs. In essence, these cutbacks resulted in a reduction of staff and budgets.

Actions planned to enhance coordination between public and private housing and social service agencies

Planning and Community Development manages and coordinates these processes on behalf of the City. In collaboration with other City departments and the community, the Department develops programs and activities that benefit low- and moderate-income neighborhoods in Montebello. Public and social service activities, housing, infrastructure improvements, and economic development are included in the administration of the program activities. The City provides the programming and services in collaboration with public agencies, for-profit entities, and non-profit organizations.

To provide homeless services, the Montebello Fire Department has established the Montebello Community Assistance Program (MCAP). The Public Service CDBG funds will not be used for MCAP this fiscal year. As part of its commitment to better serving the community, MCAP will continue to partner with private as well as public social service agencies.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City budgeted to meet the 2% match in relation to HOME funds.

The following reflect Program Specific Requirements:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	74,880
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	74,880

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will not use any other forms of investment beyond those identified in Section 92.205. Qualified homeowners can apply for deferred loans for property rehab through the Homeowner Rehabilitation Program. Upon transfer of title, refinancing or sale of the property, the loan is due and payable. In order to qualify for rehab assistance, the property must meet certain housing standards. The property must be occupied by the owner. Applicants must have a household income of at least 80% of the area median income in order to qualify. Pre-qualification for this program should be obtained from the Planning and Community Development Department's Housing Division. After prequalification criteria's are met, the Housing Division will proceed with the qualification process. To qualify for the program, an application must be completed.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

As part of the HOME Program, the City will continue to implement the resale provisions. In accordance with HOME resale provisions, the City must ensure, when a HOME-assisted homebuyer sells their home, either voluntarily or involuntarily, during the affordability period, (1) the property is sold to another low-income homebuyer who will use it as their principal residence; (2) the original homebuyer receives a fair return on investment (i.e., their down payment plus improvements made to the house); and (3) The property is sold at a price that is "affordable to a reasonable range of low-income buyers." Resale provisions must be used if the City only provides HOME assistance to develop the unit, but HOME funds are not used to lower the purchase price from the fair market value to an affordable price. During original purchase and at resale, the City will determine the homebuyer's fair return on investment using an objective standard or index that is publicly available and easily measurable.

The Fair Return on Investment is calculated as a percentage of changes in median sales prices over the period of ownership, based on the change in area median income over the period of ownership, and by the change in the Consumer Price Index over the period of ownership. Losses on investments can be considered a fair return in depressed and declining markets. Returns to homebuyers that are tied to the price that a specific family of homebuyers or a defined group of low-income homebuyers can afford do not constitute fair returns and cannot be accepted.

In a resale provision, the buyer's original investment and specific types of upgrades or additions that will improve the property will be taken into account in determining fair return. As a general rule, replacing worn or dated components such as appliances or carpet would not be considered an improvement that adds value. Additionally, the provision lays out the types of changes that will or will not be included.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

As part of the agreement, the City will include a provision that explains how it will make the housing

affordable to low-income buyers if the resale price needed to provide fair return is not affordable to the subsequent purchaser. Presumption of affordability will enable the City to meet HOME resale requirements without the imposition of specific enforcement measures. In order to establish affordability, the City will conduct a combined market analysis for a limited number of contiguous neighborhoods that are similarly situated in terms of demographics, housing markets, and economics. An analysis of housing data will help identify if home values are affordable, and if they will continue to be affordable, for the same average period of affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

At this time, the City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds. HOME Policies and Procedures Manual is used by the City to ensure compliance with HOME Program requirements.

MONTEBELLO NEWS

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

KIMBERLY GUILLEN
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Notice of Public Comment and Hearing - Draft HUD Annual Action Plan

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/23/2023

Executed on: 03/23/2023
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 6 2 6 6 1 2 8 *

Email

EWA#: 3682745

**CITY OF MONTEBELLO
PUBLIC COMMENT AND PUBLIC HEARING
NOTICE
COMBINED NOTICE OF PUBLIC
REVIEW/COMMENT PERIOD AND PUBLIC
HEARING FOR THE DRAFT HUD ANNUAL
ACTION PLAN TO THE FISCAL YEAR 2023-
2024**

NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Montebello ("City") will conduct a public hearing to receive the draft 2023-2024 Annual Action Plan for the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds.

It is noticed that from March 23, 2023, to April 26, 2023, the draft 2023-2024 Annual Action Plan may be reviewed at the following location:
City of Montebello Website - Homepage
<https://www.cityofmontebello.com>

PUBLIC HEARING INFORMATION:

Date: Wednesday, April 26, 2023
Time: 6:00 p.m. or as soon thereafter as the matter may be heard

Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640

PROJECT DESCRIPTION: The City of Montebello is a recipient of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. These funds are awarded to the City by the United States Department of Housing and Urban Development (HUD).

The CDBG Program provides federal funds for local improvement projects and programs. Activities assisted with CDBG funds must meet one of the three national objectives: (1) principally benefit low- and moderate-income persons, (2) aid in the prevention or elimination of slums and blight, or (3) meet other community development needs having particular urgency. The HOME Program provides formula grants - often in partnership with local nonprofit groups - to fund a wide range of activities including building buying and/or rehabilitating affordable housing. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The Annual Action Plan is submitted to HUD on an annual basis and identifies how the City plans to use the federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan known as the "Five-Year ConPlan."

For Fiscal Year (FY) 2023-2024, the City expects to receive approximately \$629,058.00 in CDBG funds and approximately \$325,344.00 in HOME funds. Additionally, approximately \$83,358.26 in CDBG Program Income and approximately \$665,808.02 in HOME Program Income is available.

Total Funding available for FY 2023-2024:

Approximate CDBG Funds: \$712,417.26

Approximate HOME Funds: \$991,152.02

Public Review and Comment Period: The draft 2023-2024 Annual Action Plan will be available for public review and comment beginning on March 23, 2023, and ending on April 26, 2023. This document will be available for public review on the City of Montebello's website at the following link:

https://www.montebellocity.gov/departments/planning_community_development/housing_division/cdbg_home_programs

During the comment period, comments and/or questions may be submitted to:

Planning and Community Development Department

Attn: Rosemary Perich, Housing Manager
1600 W. Beverly Boulevard, Montebello, CA 90640

Office telephone: (323) 887-1200 Ext. 454
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

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

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, April 26, 2023, by 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council.

Americans with Disabilities Act (ADA): The City of Montebello, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the Housing Manager by email rperich@cityofmontebello.com at least 6 hours prior to the scheduled special meeting to ensure assistance is provided.

Alicia Fernandez, Senior Deputy Clerk

Dated: March 20, 2023

Date published: March 23, 2023

3/23/23

EWA-3682745#

MONTEBELLO NEWS



City of Montebello
1600 W. Beverly Blvd. Montebello, California 90640
Tel. (323) 887-1200 Website: www.montebelloca.gov

Recreation Scholarship Program Guidelines

July 1, 2023- June 30, 2024

ABOUT THE PROGRAM

To make City sponsored youth recreation activities available to all families in the community, the City of Montebello has established a Recreation Scholarship Program. The program was developed to encourage participation from families who could not otherwise afford the City's recreation activities' fees. If you are unsure what information you will need to provide or have questions about the program, department staff are available to answer your questions.

City of Montebello Recreation & Community Services Department (323) 887-1200 ext. 4540

APPROVAL AND SCHOLARSHIP PROCESS

- Recreation Scholarship Program applications are provided in City website or by email.
- Application and required supplemental information can be mailed (attention to Parks and Recreation) or delivered in-person, to the Recreation & Community Services office located at 1700 W. Victoria Ave. / Montebello, CA 90640 or can be submitted by email to ParksServices@MontebelloCA.gov .
- If approved, a 50% or 75% scholarship discount will be applied toward recreation programs offered through the City of Montebello City's Recreation and Community Services Department. Any Administrative Fees for all classes, sports, and/or programs are NOT discounted.
- Scholarship recipients must pay the remaining registration fee for enrollment. Enrollment for classes, sports, and programs are provided on a first-come first served basis.
- Scholarships awarded are dependent upon availability of program funds.
- Incomplete applications will not be processed and may be denied. Notification of an incomplete application will be provided by postal mail and/or email.
- Applicants will be notified by mail and/or email if the application is approved. Approval does not guarantee registration in a particular program or class as again, they are on a first-come first served registration basis.

INCOME GUIDELINES

Applicant must have a total household income at or below the following limits:

Household Size	*Income limits are subject to change
2	\$76,250
3	\$85,800
4	\$95,300
5	\$102,950
6	\$110,550
7	\$118,200
8	\$125,800



City of Montebello
1600 W. Beverly Blvd. Montebello, California 90640
Tel. (323) 887-1200 Website: www.montebellocal.gov

July 1, 2023- June 30, 2024

Applicant must provide the following forms and documents:

- ☐ Individual Annual Income Self-Certification Form, and supporting financial documents, for each adult Household Income
- ☐ Self-Certification Form
- ☐ Copy of Driver's License or California I.D. and utility bill with matching name and address for each adult
- ☐ Copy of School transcript for each minor(s) living at residence, if applicable

Applicant First Name	Last Name
Address, City, State, Zip	
Email	Cell Phone

ADULTS LIVING IN RESIDENCE (Not including Applicant)	
First and Last Name	Relationship to Applicant

MINOR(S) LIVING IN RESIDENCE		
First and Last Name	Demographic Code (See last page)	Date of Birth

Under penalties of perjury, I declare that I have verified the information provided to be true, correct, and true accurately included all sources of income and residency. I understand that supporting documentation can be requested by the city to further prove income and/or residency.

Signature

Relationship to Minor(s)

Date



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INDIVIDUAL ANNUAL INCOME SELF-CERTIFICATION FORM

Household Member (Print Name): _____

INSTRUCTIONS: To complete this statement, fill in the blank fields below using information from the attached Individual Annual Income Self-Certification Form complete and signed by EACH HOUSEHOLD MEMBER AGED 18 OR OLDER except full time students. The Household Member must then sign this statement to certify that the information is complete and accurate, and that income documentation is provided with application.

SOURCE OF INCOME	ANNUAL INCOME IN DOLLARS
Salary	
Self-Employed Profits	
Social Security (SS)	
Supplemental Security Income (SSI)	
Social Security Disability (SSD)	
California Work Opportunity and Responsibility for Kids (CalWORKs)	
CAL FRESH	
Temporary Assistance for Needy Families (TANF)	
Pension	
Alimony	
Child Support	
Unemployment Insurance	
Interest in Bank Accounts and Cash Funds	
Rental Property Income	
Other Income Not Shown Above Sources:	
TOTAL GROSS ANNUAL INCOME:	

☐

Check here If you are a household member aged 18 or older with no income and certify by signing below.

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the City of Montebello Recreation scholarship program Administrator.

Signature	Printed Name	Date

WARNING: The Information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.



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HOUSEHOLD INCOME SELF-CERTIFICATION FORM

(Add Total income from Individual Annual Income Self Certification Form)

INSTRUCTIONS: This is a written statement documenting the Annual Income, the number of beneficiary members in the family or household, and relevant characteristics of each member for the purposes of income determination. Add the total income amount from the Individual Annual Income Self-Certification Form for all members of the household.

To complete this statement, fill in the blank fields below using information from the attached Individual Annual Income Self-Certification Form completed and signed by EACH HOUSEHOLD MEMBER AGED 18 OR OLDER except fulltime students. The applicant must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided.

HOUSEHOLD MEMBER INFORMATION:

EACH HOUSEHOLD MEMBER NAME	TOTAL GROSS INCOME BY EACH HOUSEHOLD MEMBER

•Indicate *N/A* if household member does not contribute income.

Annual gross income (total of all members) = \$ _____

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the City of Montebello *Recreation Scholarship Program*.

APPLICANT INFORMATION		
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.



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AGENCY INCOME DOCUMENTATION CALCULATION WORKSHEET

SOURCE OF INCOME	GROSS MONTHLY INCOME	DOCUMENTATION
Salary		-Copies of last 3 paychecks (not older than 6 months); or -Federal or State income tax returns or W-2 forms (not older than one year); or -Employment and salary documentation form.
Self-Employed Profits		-Copy of IRS Form 1040/1040A (tax return) for the last year; or -Notarized affidavit stating prior year's estimated annual income.
Social Security (SS) Supplemental Security		The following must not be older than six (6) months unless noted: -Copy of applicant's monthly award check; or -Copy of applicant's benefit verification letter (applicant can request from local Social Security office); or -Form SSA-2458 (applicant can request from local Social Security officer; or -Form SSA-1099 (yearly benefit statement that may not be older than one (1) year); or -Written certification from awarding agency verifying monthly benefits; or -Copy of bank statement showing direct deposit of applicant's award check.
Income (SSI)		Same as above
Social Security Disability (SSD)		Same as above
California Work Opportunity and Responsibility for Kids (CalWORKs)		-Award letter stating the amount of applicant's benefit; or -Copy of applicant's most recent bi-monthly award check(s); or -Written statement from Caseworker stating the applicant's benefit amount; or -Written certification from awarding agency verifying monthly benefits;
Temporary Assistance for Needy Families (TANF)		Same as above



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Pension		-Copy of applicant's most recent pension check/payment stubs; or -Copy of pension award letter showing monthly benefits; or -Bank statement showing direct deposit of applicant's award check.
Alimony		-Copy of applicant's weekly or monthly check or bank statement; or -Court decree establishing payments, (divorce papers); or -Notarized affidavit of child support certifying amount received.
Child Support		Same as above
Unemployment Insurance		-Copy of award notice stating applicant's benefit; or -Payment booklet; or -Unemployment notarized affidavit signed by applicant.
Interest from Bank Accounts and Cash Funds		-Letter from bank manager stating interest earned, or -Bank statements showing last twelve (12) months of interest; or -Most recent Federal income tax return showing interest earned; or -Investment statements indicating the amount of dividends earned.
Rental Property Income		At least two (2) from the following: -Copy of property rental agreement signed by current tenant showing monthly rent; or -Copy of recent rent check; or -Copy of applicant's income tax return declaring earned rental income (not older than one year); or -Rent receipt book.
Other Income not shown above- List Sources		-Attach documentation to support declaration.



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DEMOGRAPHIC CODE TABLE

1	American Indian/Alaskan Native & Black/African American - Hispanic	8	Asian — Non-Hispanic	15	Native Hawaiian/Other Pacific Islander - Hispanic
2	American Indian/Alaskan Native & Black/African American - Non-Hispanic	9	Asian & White - Hispanic	16	Native Hawaiian/Other Pacific Islander - Non-Hispanic
3	American Indian/Alaskan Native & White-Hispanic	10	Asian & White - Non-Hispanic	17	Other Race - Hispanic
4	American Indian/Alaskan Native & White-Non-Hispanic	11	Black/African American & White — Hispanic	18	Other Race — Non-Hispanic
5	American Indian/Alaskan Native - Hispanic	12	Black/African American & White - Non Hispanic	19	White — Hispanic
6	American Indian/Alaskan Native - Non-Hispanic	13	Black/African American - Hispanic	20	White — Non-Hispanic
7	Asian - Hispanic	14	Black/African/American - Non-Hispanic		

FOR OFFICE USE ONLY

Residence Census Tract

APPROVED	LIMITED APPROVAL	DENIED
☐ 50% MI & LI (Moderate & Low) ☐ 75% ELI (Extremely Low)	☐ 90 days through ☐ 30 days through ☐ 50% MI & LI (Moderate & Low) ☐ 75% ELI (Extremely Low)	☐ Not a Montebello Resident ☐ Exceeds Income Limits

Staff Signature

Date

Recreation & Community Services Director Signature

Date



ITEM # 8

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

TO: Honorable Mayor and City Council Members

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

BY: Nick Razo, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 23-28 APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA)**

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-28 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The tentatively agreed to successor MOU includes annual cost-of-living adjustments (COLA) to base salary pay, adjustments and increases to longevity and education/certification incentive pay, and a “health and wellness” stipend. These items are individually costed and include the impact the increases to base pay and “PERS-able” incentives will have on CalPERS costs. The proposed MOU covers a three-year (3-year) period (July 1, 2023 – June 30, 2026) with costing estimates completed for this period.

The total increase in base salary and related costs over the 3-year period is approximately \$733,000. This amount represents an increase to the projected base salary pay and incentive expenses for MPMA represented positions for the next three years, beginning with Fiscal Year 2023-24. If the MOU is approved, the additional salary and incentive pay expenses will be added to the FY 2023-24 budget and subsequent budgets.

BACKGROUND/DISCUSSION:

The City's employees are represented by ten (10) different employee associations. Each employee association is comprised of specific job classifications, separated by miscellaneous/non-safety and safety positions (e.g., Fire and Police). Salaries, benefits, fringe benefits and other related items are detailed in comprehensive City Council approved Memoranda of Understanding (MOU), one for each association.

In August 2021, the City's Administration and Human Resources Department began preparing for labor negotiation sessions with the various associations for the period of January 1, 2022, to June 30, 2025. The goal for that round of MOU updates was to modernize some classifications (e.g., job titles) and bring salary ranges for all classifications to market within three years.

Beginning December 2021 through May 2022, the City held multiple labor negotiation sessions with the MPMA to discuss a successor MOU that incorporated the updated salary schedules and other adjustments to total compensation. The MPMA was provided ample time to review the City's proposals, identify clarifying questions, and provide counter proposals. During the negotiation sessions the City provided clarification responses and revised provisions that the MPMA provided to their membership for review and consideration. Findings from the Classification and Compensation Study completed in Fiscal Year 2020-21 were also discussed to communicate the relative change in pay for each classification and explain the new comprehensive salary schedule. The City and the MPMA tentatively agreed to a comprehensive MOU that included the relevant provisions as follows:

- Salary increases in accordance with the Classification and Compensation Study
- Education or Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick, and Holiday Leave Accrual Banks

On June 8, 2022, the City Council adopted Resolution No. 22-38, approving a comprehensive MOU between the City and the MPMA (see Attachment A). The MOU was for a term retroactive to January 1, 2022, through June 30, 2023.

ENVIRONMENTAL:

N/A

ANALYSIS:

In January 2023, the City proactively began labor negotiation sessions with the MPMA approximately six months ahead of the current MOU expiration date of June 30, 2023. By implementing comprehensive MOU's, the City is better positioned to recruit and retain the most qualified and resolute employees for all full-time equivalent classifications, including the MPMA classifications (e.g., Captain and Lieutenant). As a full-service organization, the City depends on the experience, knowledge, and skills of the MPMA –

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 3

individually and collectively – to provide effective leadership and strategic public safety management.

The City held multiple labor negotiation sessions and continued the meet and confer process with the MPMA over the last four months. MPMA was provided time to review the proposed MOU terms, identify questions for clarification, and/or provide counter proposals with subsequent discussions held to analyze each proposal and counter proposal.

The City and the MPMA tentatively agreed to a comprehensive successor MOU that covers a 3-year period from July 1, 2023, through June 30, 2026, and includes the relevant provisions (see Fiscal Impact section) as follows:

- Salary increases in accordance with annual Cost-of-Living Adjustments (COLA)
- Education or Certification Incentive Pay Increases
- Longevity Pay Adjustments
- Military Incentive Pay
- Health and Wellness Stipend

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-28 (see Attachment B) approving a tentatively agreed to comprehensive successor MOU, between the City and the MPMA, for the period of July 1, 2023, to June 30, 2026 (see Attachment C); and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 22-38 Approving a Comprehensive Memorandum of Understanding (Adopted 6/8/22)
2. Attachment B - Resolution No. 23-28 Approving a MOU with the MPMA
3. Attachment C - Proposed MPMA MOU 2023-2026

NEXT STEPS:

N/A

RESOLUTION NO. 22-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

RECITALS

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

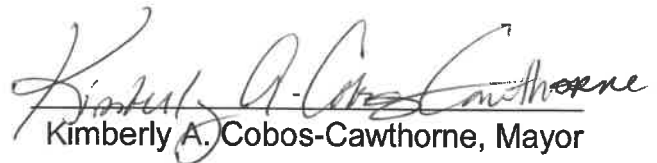
WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPMA have developed the Comprehensive Memorandum of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

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

SECTION 1: The MOU between the City of Montebello and the MPMA dated January 1, 2022 through June 30, 2023 and attached is hereby approved.

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

APPROVED AND ADOPTED this 8th day of June 2022.


Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-38

Page 2 of 2

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



I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-38 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of June 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES: Torres, Melendez, Peralta, Jimenez, 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: 6/8/2022



Christopher Jimenez, City Clerk

- Exhibit A – MPMA MOU

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



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2023

TABLE OF CONTENTS	Page
PREAMBLE	1
ARTICLE I IMPLEMENTATION	1
Section A. TERM	1
Section B. RECOGNITION	1
Section C. PROVISIONS OF LAW AND SEVERABILITY CLAUSE	1
Section D. INCORPORATION OF CITY CODE, RULES, AND POLICIES	1
Section E. CITY DEDUCTIONS AND DUES	2
ARTICLE II COMPENSATION	2
Section A. SALARY INCREASES	2
Section B. PAID OVERTIME FOR SPECIAL ASSIGNMENTS	3
Section C. POLICE LIEUTENANT PAY	3
Section D. ADMINISTRATIVE LEAVE CASHOUT OR CONVERSION	4
Section E. UNIFORM ALLOWANCE	4
ARTICLE III RETIREMENT	4
Section A. CALPERS RETIREMENT TIERS	4
Section B. EMPLOYEE CALPERS CONTRIBUTIONS	4
ARTICLE IV POST RETIREMENT BENEFITS	5
Section A. RETIREE HEALTH BENEFITS	5
ARTICLE V LEAVE BANKS	6
Section A. ANNUAL LEAVE DISCONTINUATION	6
Section B. VACATION LEVE ACCRUALS	7
Section C. SICK LEAVE ACCRUALS	8
Section D. HOLIDAY BANK	9
Section E. CTO BANK	11
ARTICLE VI MISCELLANEOUS PROVISIONS	11
Section A. CITY ISSUES VEHICLES	11
Section B. UNIT WORK SCHEDULES	11

Section C.	MANAGEMENT RIGHTS.....	11
Section D.	AVOIDANCE OF INEQUITIES.....	12
Section E.	SHARED AGREEMENT CLAUSE.....	12
ARTICLE VII	EFFECTIVE DATE AND TERM OF AGREEMENT.....	12
APPENDIX A	CITY POLICY – BILINGUAL PAY.....	14
APPENDIX B	CITY POLICY – BEREAVEMENT LEAVE	17
APPENDIX C	CITY POLICY – LONGEVITY PAY.....	19
APPENDIX D	CITY POLICY – EDUCATIONAL REIMBURSEMENT PROGRAMS.....	30
APPENDIX E	CITY POLICY – EMPLOYEE COMPENSATION AND BENEFITS.....	32
APPENDIX F	CITY POLICY – EDUCATION INCENTIVE PAY.....	36

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello (“City”) have met and conferred in good faith with representatives of the **Montebello Police Management Association (MPMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either “Memorandum,” “MOU” or “Agreement”). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-29 adopted by the City Council on July 28, 2021. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

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

SECTION B RECOGNITION

The **Montebello Police Management Association (MPMA)**, is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

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

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

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

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

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

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II - COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range effective on the dates noted below:

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

Effective January 01, 2022:

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

* See salary matrix attached

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Effective First Full Pay Period of July 2022:

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

* See salary matrix attached

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

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

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

SECTION C POLICE LIEUTENANT PAY

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION D ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

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

SECTION E UNIFORM ALLOWANCE

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

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

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

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

The current retirement formula is 3% at 50.

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

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CalPERS CONTRIBUTION

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

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

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

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPMA for the 2003- 2004 negotiations to all full-time MPMA or MPOA members hired prior to the date a new MOU is approved by the City Council (following ratification by MPMA). The terms and eligibility requirements remain and are clarified as follows:

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

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

All full- time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

ARTICLE V – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

Frozen Annual Leave:

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

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

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

SECTION B VACATION LEAVE ACCRUALS

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

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs -19 yrs (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member's current base rate of pay.

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

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

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

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

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

2. Sick leave may be utilized for:

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. Other Rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved vacation leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick leave hours are used, any overtime will be at the rate of 1.0.
- Sick leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After sick leave has been exhausted, employee may use accrued vacation leave.

SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

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

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

SECTION D HOLIDAY BANK

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Holidays

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

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

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

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

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

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

2. Cash Out of Remaining Holiday Hours

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. Employees Separating from the City

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

4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

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

SECTION E COMPENSATORY TIME OFF (CTO) BANK

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

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

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

SECTION B UNIT WORK SCHEDULES

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

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

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

SECTION C MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION D AVOIDANCE OF INEQUITIES

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

SECTION E SHARED AGREEMENT CLAUSE

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

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **one and one-half (1 ½)** years. **From 1/1/2022 to 6/30/2023.**

 6-28-22

David Kim

Date

Montebello Police Management Association President

 6/20/22

René Bobadilla

Date

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

City Manager



City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

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

Policy

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

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

Procedure

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



APPENDIX A

City of Montebello, California Policy & Procedures Manual

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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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

APPENDIX A



City of Montebello, California Policy & Procedures Manual

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

(Revised: 04/27/2022)



City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

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

Policy

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

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

Procedure

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

APPENDIX B



City of Montebello, California Policy & Procedures Manual

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

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

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

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

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

(Revised: 04/27/22)



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

2.060.227 Longevity Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

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



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

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

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

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

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



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

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

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

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

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

APPENDIX C



City of Montebello, California Policy & Procedures Manual

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

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

MONTEBELLO MID-MANAGEMENT ASSOCIATION

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

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

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

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



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

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

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

MONTEBELLO SUPERVISORS' ASSOCIATION

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

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

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

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

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

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

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

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

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



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

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

MONTEBELLO FIREFIGHTERS' ASSOCIATION

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

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

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

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

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

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



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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

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

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

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

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



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

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

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

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

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



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

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

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

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

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

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

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

(Revised: 04/27/2022)



City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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

APPENDIX D



City of Montebello, California Policy & Procedures Manual

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

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

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

Procedure:

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

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

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

APPENDIX D



City of Montebello, California Policy & Procedures Manual

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

(Revised: 07/28/21)



City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

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

Policy

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

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



City of Montebello, California Policy & Procedures Manual

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

Procedure

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

C. HEALTH INSURANCE THROUGH PEMHCA

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

D. HEALTH INSURANCE CITY CONTRIBUTION

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

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

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



APPENDIX E

City of Montebello, California Policy & Procedures Manual

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

E. Medical Insurance Opt-out Incentive

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

APPENDIX E



City of Montebello, California Policy & Procedures Manual

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



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

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

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

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

Supervisory Certificate	\$250/month
Management Certificate	\$250/month

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



City of Montebello, California Policy & Procedures Manual

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

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

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

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

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

APPENDIX F



City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

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

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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

(Revised: 05/25/2022)

RESOLUTION NO. 23-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2026

RECITALS

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

WHEREAS representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and working conditions. Due to good faith negotiations, the City and the MPMA developed a comprehensive Memorandum of Understanding (MOU) attached hereto as Exhibit A.

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

SECTION 1: The MOU between the City and the MPMA dated July 1, 2023, through June 30, 2026, and attached is hereby approved.

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

APPROVED AND ADOPTED this 26th day of April 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)
CITY OF MONTEBELLO) SS:

RESOLUTION NO. 23-28

Page 2 of 2

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-28 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 26th day of April 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

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



FOR JULY 1, 2023 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

Page

PREAMBLE	1
ARTICLE I IMPLEMENTATION.....	1
Section A. TERM.....	1
Section B. RECOGNITION.....	1
Section C. PROVISIONS OF LAW AND SEVERABILITY CLAUSE.....	1
Section D. INCORPORATION OF CITY CODE, RULES, AND POLICIES.....	1
Section E. CITY DEDUCTIONS AND DUES.....	2
Section F. EMPLOYEE LISTS.....	2
Section G. FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	2
ARTICLE II COMPENSATION.....	2
Section A. SALARY INCREASES.....	2
Section B. PAID OVERTIME FOR SPECIAL ASSIGNMENTS.....	3
Section C. EMERGENCY CALL OUTS.....	3
Section D. POLICE LIEUTENANT PAY.....	3
Section E. ADMINISTRATIVE LEAVE CASHOUT OR CONVERSION.....	3
Section F. UNIFORM ALLOWANCE.....	4
Section G. MILITARY SERVICE INCENTIVE.....	4
Section H. HEALTH AND WELLNESS STIPEND.....	4
ARTICLE III RETIREMENT.....	4
Section A. CALPERS RETIREMENT TIERS.....	4
Section B. EMPLOYEE CALPERS CONTRIBUTIONS.....	5
ARTICLE IV POST RETIREMENT BENEFITS.....	5
Section A. RETIREE HEALTH BENEFITS.....	5
ARTICLE V LEAVE BANKS.....	7
Section A. FROZEN ANNUAL LEAVE	7
Section B. VACATION LEVE ACCRUALS.....	7
Section C. SICK LEAVE ACCRUALS.....	8
Section D. HOLIDAY BANK.....	10

Section E.	COMPENSATORY TIME OFF (CTO) BANK.....	11
ARTICLE VI	MISCELLANEOUS PROVISIONS.....	11
Section A.	CITY ISSUES VEHICLES.....	11
Section B.	UNIT WORK SCHEDULES.....	11
Section C.	MANAGEMENT RIGHTS.....	12
Section D.	AVOIDANCE OF INEQUITIES.....	12
Section E.	SHARED AGREEMENT CLAUSE.....	12
ARTICLE VII	EFFECTIVE DATE AND TERM OF AGREEMENT.....	13
APPENDIX A	CITY POLICY – BILINGUAL PAY.....	14
APPENDIX B	CITY POLICY – BEREAVEMENT LEAVE	17
APPENDIX C	CITY POLICY – LONGEVITY PAY.....	20
APPENDIX D	CITY POLICY – EDUCATIONAL REIMBURSEMENT PROGRAMS.....	31
APPENDIX E	CITY POLICY – EMPLOYEE COMPENSATION AND BENEFITS.....	34
APPENDIX F	CITY POLICY – EDUCATION INCENTIVE PAY.....	38

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Management Association ("MPMA"), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPMA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This comprehensive MOU supersedes Resolution No. 22-38 adopted by the City Council on June 8, 2022. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2023 to 6/30/2026.

SECTION B RECOGNITION

The MPMA is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

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

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

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

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

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

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPMA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASE

The City shall increase the base salary of all MPMA members (whether Classic CalPERS members or CalPERS PEPRA members) as follows:

- a). Effective the first full pay period after July 1, 2023, base pay for each classification will be increased by ten percent (10%).
- b). Effective the first full pay period after July 1, 2024, base pay for each classification will be increased by two percent (2%).

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

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

SECTION C EMERGENCY CALL OUTS

With prior approval from the Chief of Police, MPMA members who are call out on a regular day off (RDO) shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours of the emergency called out. MPMA members will be paid overtime for emergency call outs at the rate of 1.5 times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

SECTION D POLICE LIEUTENANT PAY

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

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a "Qualified Sergeant" is not available to move-up as described below.
 - For training.
- a) A "Qualified Sergeant" is defined as a Sergeant who is not on probation, has completed the 40-hour POST supervisor training course and has attended Title 15 training (jail operations).
 - b) A Watch Commander "vacancy" is defined as: when there is not a Lieutenant or above on duty and a Qualified Sergeant is not available to move-up to cover the Watch Commander position.
 - c) The City agrees that if overtime is required to fill the Watch Commander position, or a subordinate position through the move-up process, priority will go to the rank of Lieutenant.
 - d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

SECTION E ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

All MPMA members who currently accrue (forty) 40 hours, have the option each January, to cash out up to forty (40) hours of administrative leave or to convert up to forty (40) hours of

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

administrative leave to the City's Deferred Compensation 457 Plan. Hours will be paid at the base rate of pay plus incentives.

SECTION F UNIFORM ALLOWANCE

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

SECTION G MILITARY SERVICE INCENTIVE

1. The City agrees to provide MPMA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred and fifty dollars (\$250) per month. This incentive will be added to the members pay effective the first of the month following submission and approval of verifiable documentation.
2. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

SECTION H HEALTH AND WELLNESS STIPEND

1. The City agrees to provide MPMA members with an annual stipend aimed at encouraging the health and wellness of the member.

The stipend is as follows:

- | | |
|-----------------|------------|
| a) Year One - | \$2,400.00 |
| b) Year Two - | \$3,600.00 |
| c) Year Three - | \$3,600.00 |

2. The stipend will be paid the second (2nd) paycheck in February.
3. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

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

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

§ § 7533, et seq. These employees are also referred to as “Classic CalPERS Members.”

The current retirement formula is 3% at 50.

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

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CalPERS CONTRIBUTION

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

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

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

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA member is twelve and one-quarter percent (12.25%). The normal cost obligation effective July 1, 2023, is thirteen and one-half percent (13.5%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

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

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the MOU between the City and MPMA for the 2003-2004 negotiations to all full-time MPMA or MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain and are clarified as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes (one percent) 1% of a member's salary. Should the Trust assets, at

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the member must:

a) currently be employed as an active full-time safety member of the MPMA.

b) be at least fifty (50) years of age (no minimum age requirement for disability retirement, both industrial and non-industrial).

c) retire directly from the City.

d) have at least fifteen (15) full-time years of active City service at the time of service retirement the fifteen (15) years does not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time safety employee of the City, or at least ten (10) full years of active City service at the time of disability retirement (both industrial and non-industrial). To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement, both industrial and non-industrial) must be within the City. Prior lateral service does not count toward retiree health benefits.

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

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee monthly for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan for the City to be obligated to pay the prescribed premium.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

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

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

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

SECTION B VACATION LEAVE ACCRUALS

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

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. -19 yrs. (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs.	7.69 hours	200 hours	336 hours

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

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

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

Sick Leave shall not be granted prior to ninety (90) days of employment.

2. Sick leave may be utilized for:

- Personal illness or injury of the employee.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

3. Other Rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved Vacation Leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After Sick Leave has been exhausted, employee may use accrued vacation leave.

SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

SECTION D HOLIDAY BANK

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employees work schedule for each full holiday in the calendar year.

Annual Holiday Bank

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

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

Holidays

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

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

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

All employees in the MPMA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

2. Cash Out of Remaining Holiday Hours

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

3. Employees Separating from the City

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

4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

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

SECTION B WORK SCHEDULES

1. MPMA members may be assigned to the following work schedules dependent on organizational need.

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION C MANAGEMENT RIGHTS

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

SECTION D AVOIDANCE OF INEQUITY

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

SECTION E SHARED AGREEMENT CLAUSE

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for **three (3) years. From 07/01/2023 to 6/30/2026.**

Stephen Sharpe **Date**

Montebello Police Management Association President

René Bobadilla **Date**
City Manager



APPENDIX A

City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

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

Policy

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

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

Procedure

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



APPENDIX A

City of Montebello, California Policy & Procedures Manual

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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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



APPENDIX A

City of Montebello, California Policy & Procedures Manual

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

(Revised: 04/27/2022)



APPENDIX B

City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

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

Policy

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

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which ~~that~~ will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employee may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.



APPENDIX B

City of Montebello, California Policy & Procedures Manual

- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

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

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

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

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

APPENDIX B



City of Montebello, California Policy & Procedures Manual

Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)

APPENDIX C



City of Montebello, California Policy & Procedures Manual

2.060.227 Longevity Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall



APPENDIX C

City of Montebello, California Policy & Procedures Manual

not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive seven percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's



APPENDIX C

City of Montebello, California Policy & Procedures Manual

Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

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

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

MONTEBELLO MID-MANAGEMENT ASSOCIATION

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

After 25 years of full-time service 5.0 % base salary increase

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

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

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

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

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

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

After 10 years of full-time service 1.5% base salary increase



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

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

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

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

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

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

APPENDIX C



City of Montebello, California Policy & Procedures Manual

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

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

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

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member'



APPENDIX C

City of Montebello, California Policy & Procedures Manual

s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

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

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service



APPENDIX C

City of Montebello, California Policy & Procedures Manual

with another public agency as an active, full-time employee shall count toward years of longevity.

5-9	years of full- time service	\$730.38	monthly amount
10-14	years of full- time service	\$1,278.17	monthly amount
15-19	years of full-time service	\$1,825.96	monthly amount
20+	years of full-time service	\$2,373.75	monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023)



City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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

APPENDIX D



City of Montebello, California Policy & Procedures Manual

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

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association who's members have an annual maximum of \$3,000.**

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

Procedure:

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

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

APPENDIX D



City of Montebello, California Policy & Procedures Manual

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

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

(Revised: 07/28/21)



APPENDIX E

City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

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

Policy

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

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



APPENDIX E

City of Montebello, California Policy & Procedures Manual

3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.
- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

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

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

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

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

[2008 reopener]



APPENDIX E

City of Montebello, California Policy & Procedures Manual

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
 - i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

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



APPENDIX E

City of Montebello, California Policy & Procedures Manual

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22)

APPENDIX F



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1st full pay period after July 1, 2023
	\$1,000/month	1st full pay period after July 1, 2024
	\$1,100/month	1st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1st full pay period after July 1, 2024
	\$1,150/month	1st full pay period after July 1, 2025

0

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

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

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1st full pay period after July 1, 2023
Management Certificate	\$450/month	1st full pay period after July 1, 2023

APPENDIX F



City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

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

Supervisory \$250/month

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

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

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



APPENDIX F

City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **MONTEBELLO MID-MANAGEMENT ASSOCIATION** **MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION** **UNREPRESENTED FULL-TIME EMPLOYEES**

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

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

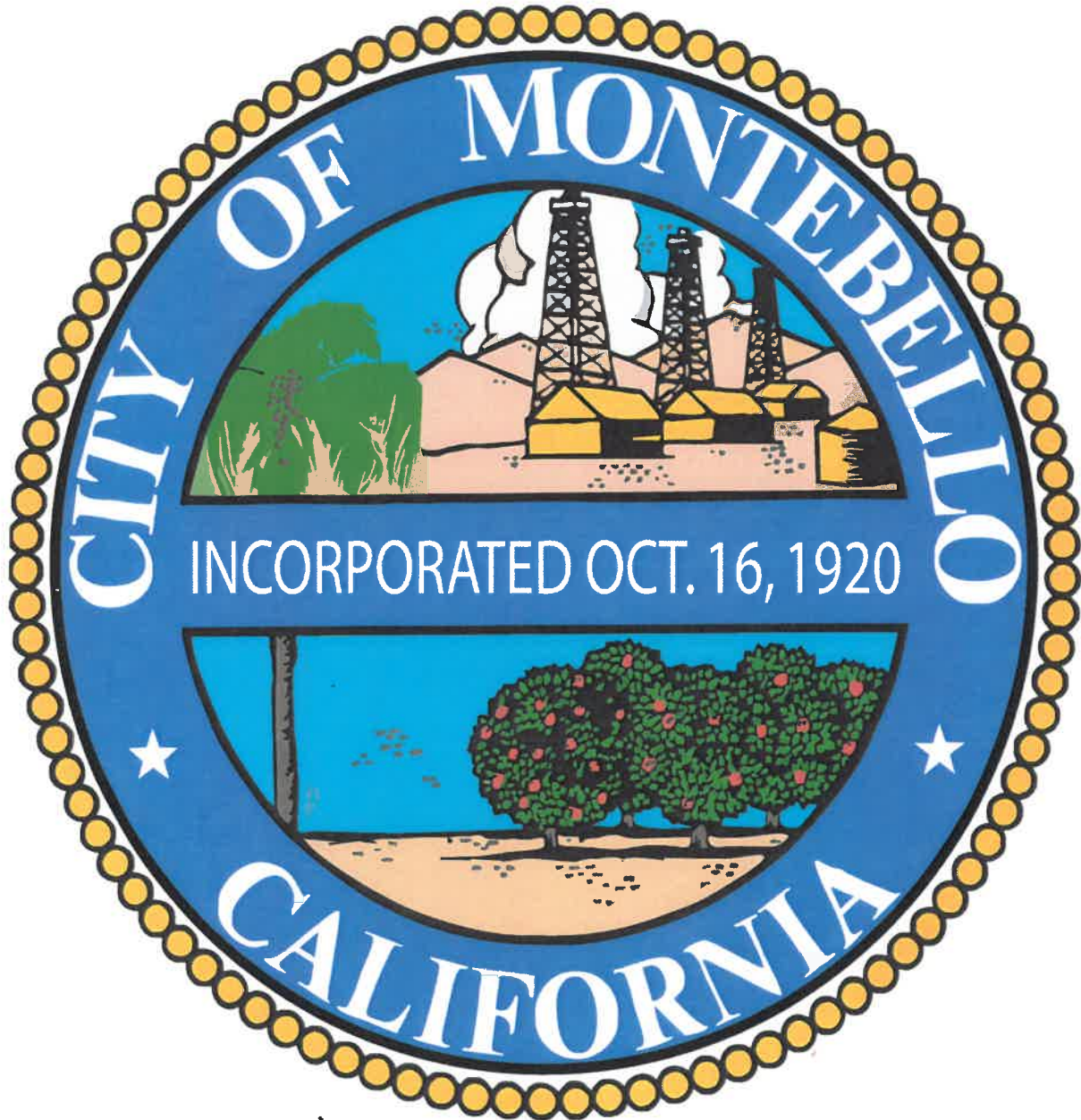
Employees in the MEMA group, employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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

(Revised: 08/08/2022; 04/26/2023)

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



FOR JULY 1, 2023 THROUGH JUNE 30, 2026

TABLE OF CONTENTS	Page
PREAMBLE	1
ARTICLE I IMPLEMENTATION	1
Section A. TERM	1
Section B. RECOGNITION	1
Section C. PROVISIONS OF LAW AND SEVERABILITY CLAUSE	1
Section D. INCORPORATION OF CITY CODE, RULES, AND POLICIES	1
Section E. CITY DEDUCTIONS AND DUES	2
Section F. EMPLOYEE LISTS	2
Section G. FULL UNDERSTANDING, MODIFICATION AND WAIVER	2
ARTICLE II COMPENSATION	2
Section A. SALARY INCREASES	2
Section B. PAID OVERTIME FOR SPECIAL ASSIGNMENTS	3
Section C. EMERGENCY CALL OUTS	3
Section D. POLICE LIEUTENANT PAY	3
Section E. ADMINISTRATIVE LEAVE CASHOUT OR CONVERSION	3
Section F. UNIFORM ALLOWANCE	4
Section G. MILITARY SERVICE INCENTIVE	4
Section H. HEALTH AND WELLNESS STIPEND	4
ARTICLE III RETIREMENT	4
Section A. CALPERS RETIREMENT TIERS	4
Section B. EMPLOYEE CALPERS CONTRIBUTIONS	5
ARTICLE IV POST RETIREMENT BENEFITS	5
Section A. RETIREE HEALTH BENEFITS	5
ARTICLE V LEAVE BANKS	7
Section A. FROZEN ANNUAL LEAVE	7
Section B. VACATION LEVE ACCRUALS	7
Section C. SICK LEAVE ACCRUALS	8
Section D. HOLIDAY BANK	10

Section E.	COMPENSATORY TIME OFF (CTO) BANK.....	11
ARTICLE VI	MISCELLANEOUS PROVISIONS.....	11
Section A.	CITY ISSUES VEHICLES.....	11
Section B.	UNIT WORK SCHEDULES.....	11
Section C.	MANAGEMENT RIGHTS.....	12
Section D.	AVOIDANCE OF INEQUITIES.....	12
Section E.	SHARED AGREEMENT CLAUSE.....	12
ARTICLE VII	EFFECTIVE DATE AND TERM OF AGREEMENT.....	13
APPENDIX A	CITY POLICY – BILINGUAL PAY.....	14
APPENDIX B	CITY POLICY – BEREAVEMENT LEAVE	17
APPENDIX C	CITY POLICY – LONGEVITY PAY.....	20
APPENDIX D	CITY POLICY – EDUCATIONAL REIMBURSEMENT PROGRAMS.....	31
APPENDIX E	CITY POLICY – EMPLOYEE COMPENSATION AND BENEFITS.....	34
APPENDIX F	CITY POLICY – EDUCATION INCENTIVE PAY.....	38

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Management Association ("MPMA"), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPMA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This comprehensive MOU supersedes Resolution No. 22-38 adopted by the City Council on June 8, 2022. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2023 to 6/30/2026.

SECTION B RECOGNITION

The MPMA is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

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

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

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

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

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

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPMA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASE

The City shall increase the base salary of all MPMA members (whether Classic CalPERS members or CalPERS PEPRAs members) as follows:

- a). Effective the first full pay period after July 1, 2023, base pay for each classification will be increased by ten percent (10%).
- b). Effective the first full pay period after July 1, 2024, base pay for each classification will be increased by two percent (2%).

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

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

SECTION C EMERGENCY CALL OUTS

With prior approval from the Chief of Police, MPMA members who are call out on a regular day off (RDO) shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours of the emergency called out. MPMA members will be paid overtime for emergency call outs at the rate of 1.5 times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

SECTION D POLICE LIEUTENANT PAY

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

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a "Qualified Sergeant" is not available to move-up as described below.
 - For training.
- a) A "Qualified Sergeant" is defined as a Sergeant who is not on probation, has completed the 40-hour POST supervisor training course and has attended Title 15 training (jail operations).
 - b) A Watch Commander "vacancy" is defined as: when there is not a Lieutenant or above on duty and a Qualified Sergeant is not available to move-up to cover the Watch Commander position.
 - c) The City agrees that if overtime is required to fill the Watch Commander position, or a subordinate position through the move-up process, priority will go to the rank of Lieutenant.
 - d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

SECTION E ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

All MPMA members who currently accrue (forty) 40 hours, have the option each January, to cash out up to forty (40) hours of administrative leave or to convert up to forty (40) hours of

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

administrative leave to the City's Deferred Compensation 457 Plan. Hours will be paid at the base rate of pay plus incentives.

SECTION F UNIFORM ALLOWANCE

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

SECTION G MILITARY SERVICE INCENTIVE

1. The City agrees to provide MPMA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred and fifty dollars (\$250) per month. This incentive will be added to the members pay effective the first of the month following submission and approval of verifiable documentation.
2. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

SECTION H HEALTH AND WELLNESS STIPEND

1. The City agrees to provide MPMA members with an annual stipend aimed at encouraging the health and wellness of the member.

The stipend is as follows:

- | | |
|-----------------|------------|
| a) Year One - | \$2,400.00 |
| b) Year Two - | \$3,600.00 |
| c) Year Three - | \$3,600.00 |

2. The stipend will be paid the second (2nd) paycheck in February.
3. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

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

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

§ § 7533, et seq. **These employees are also referred to as “Classic CalPERS Members.”**

The current retirement formula is 3% at 50.

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

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CalPERS CONTRIBUTION

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

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

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

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA member is twelve and one-quarter percent (12.25%). The normal cost obligation effective July 1, 2023, is thirteen and one-half percent (13.5%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

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

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the MOU between the City and MPMA for the 2003-2004 negotiations to all full-time MPMA or MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain and are clarified as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes (one percent) 1% of a member's salary. Should the Trust assets, at

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the member must:

a) currently be employed as an active full-time safety member of the MPMA.

b) be at least fifty (50) years of age (no minimum age requirement for disability retirement, both industrial and non-industrial).

c) retire directly from the City.

d) have at least fifteen (15) full-time years of active City service at the time of service retirement the fifteen (15) years does not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time safety employee of the City, or at least ten (10) full years of active City service at the time of disability retirement (both industrial and non-industrial). To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement, both industrial and non-industrial) must be within the City. Prior lateral service does not count toward retiree health benefits.

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

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee monthly for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan for the City to be obligated to pay the prescribed premium.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

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

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

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

SECTION B VACATION LEAVE ACCRUALS

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

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. -19 yrs. (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs.	7.69 hours	200 hours	336 hours

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

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

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

Sick Leave shall not be granted prior to ninety (90) days of employment.

2. Sick leave may be utilized for:

- Personal illness or injury of the employee.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

3. Other Rules:

- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for disapproved Vacation Leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After Sick Leave has been exhausted, employee may use accrued vacation leave.

SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

SECTION D HOLIDAY BANK

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employees work schedule for each full holiday in the calendar year.

Annual Holiday Bank

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

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

Holidays

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

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

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

All employees in the MPMA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

2. Cash Out of Remaining Holiday Hours

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

3. Employees Separating from the City

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

4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

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

SECTION B WORK SCHEDULES

1. MPMA members may be assigned to the following work schedules dependent on organizational need.

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION C MANAGEMENT RIGHTS

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

SECTION D AVOIDANCE OF INEQUITY

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

SECTION E SHARED AGREEMENT CLAUSE

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for **three (3) years. From 07/01/2023 to 6/30/2026.**

Stephen Sharpe

Date

Montebello Police Management Association President

René Bobadilla

Date

City Manager



City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

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

Policy

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

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

Procedure

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



APPENDIX A

City of Montebello, California Policy & Procedures Manual

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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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

APPENDIX A



City of Montebello, California Policy & Procedures Manual

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

(Revised: 04/27/2022)



APPENDIX B

City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

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

Policy

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

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which ~~that~~ will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employee may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.



APPENDIX B

City of Montebello, California Policy & Procedures Manual

- D.** Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

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

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

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

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

APPENDIX B



City of Montebello, California Policy & Procedures Manual

Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)

APPENDIX C



City of Montebello, California Policy & Procedures Manual

2.060.227 Longevity Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

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

APPENDIX C



City of Montebello, California Policy & Procedures Manual

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall



APPENDIX C

City of Montebello, California Policy & Procedures Manual

not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive seven percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's



APPENDIX C

City of Montebello, California Policy & Procedures Manual

Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

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

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

MONTEBELLO MID-MANAGEMENT ASSOCIATION

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

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

After 25 years of full-time service 5.0 % base salary increase

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

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

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

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

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

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

After 10 years of full-time service 1.5% base salary increase



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

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

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

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

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

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

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

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

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member'



APPENDIX C

City of Montebello, California Policy & Procedures Manual

s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

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



APPENDIX C

City of Montebello, California Policy & Procedures Manual

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

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

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

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service



APPENDIX C

City of Montebello, California Policy & Procedures Manual

with another public agency as an active, full-time employee shall count toward years of longevity.

5-9	years of full- time service	\$730.38	monthly amount
10-14	years of full- time service	\$1,278.17	monthly amount
15-19	years of full-time service	\$1,825.96	monthly amount
20+	years of full-time service	\$2,373.75	monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023)



APPENDIX D

City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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



APPENDIX D

City of Montebello, California Policy & Procedures Manual

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

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association who's members have an annual maximum of \$3,000.**

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

Procedure:

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

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

APPENDIX D



City of Montebello, California Policy & Procedures Manual

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

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

(Revised: 07/28/21)



APPENDIX E

City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

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

Policy

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

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



APPENDIX E

City of Montebello, California Policy & Procedures Manual

3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.
- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

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

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

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

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

[2008 reopener]



APPENDIX E

City of Montebello, California Policy & Procedures Manual

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
 - i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

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



APPENDIX E

City of Montebello, California Policy & Procedures Manual

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22)

APPENDIX F



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1st full pay period after July 1, 2023
	\$1,000/month	1st full pay period after July 1, 2024
	\$1,100/month	1st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1st full pay period after July 1, 2024
	\$1,150/month	1st full pay period after July 1, 2025

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

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

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1st full pay period after July 1, 2023
Management Certificate	\$450/month	1st full pay period after July 1, 2023

APPENDIX F



City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

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

Supervisory \$250/month

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

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$250/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

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



APPENDIX F

City of Montebello, California Policy & Procedures Manual

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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **MONTEBELLO MID-MANAGEMENT ASSOCIATION** **MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION** **UNREPRESENTED FULL-TIME EMPLOYEES**

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

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group, employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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

(Revised: 08/08/2022; 04/26/2023)



ITEM # 9

**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: **APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3855 WITH ULTIMATE MAINTENANCE SERVICES FOR INCREASED CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES**

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Services for Citywide Custodial Services increasing the scope of services and annual fee to an amount not-to-exceed \$560,000; and
2. Authorize the City Manager to execute the amendment on behalf of the city; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$146,000 in Account No. 100-30-510-6040.35 (General Fund, Public Works, Facilities Maintenance, Custodial Services), and \$54,000 in Account No. 600-90-900-6040.35 (Transit Fund, Administration, Custodial Services); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff is recommending approval of Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Services to increase their contract amount to a not-to-exceed annual fee of Five Hundred and Sixty Thousand dollars (\$560,000).

The total not-to-exceed annual cost for Fiscal Year 2022-23 is three hundred and sixty thousand dollars (\$360,000) for Citywide Custodial Services. The contract amount for fiscal year 2022-23 includes funding for monthly maintenance.

Additional appropriations to the Fiscal Year 2022-23 Budget are needed to continue the custodial services at various City facilities, including at special events; street fest, opening

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 3

days, facility rentals, etc. An increase to the contract amount and accompanying purchase order are necessary in order to continue day to day operations and provide custodial services at various city facilities. The FY 2023-24 budget will be developed using the increasing amount of \$560,000, split between the General Fund and Transit Fund.

BACKGROUND/DISCUSSION:

On January 27, 2021, after issuing Request for Proposals No. 21-20, the City Council awarded Agreement No. 3855 to Ultimate Maintenance Service to provide custodial services at various city facilities for an annual fee of \$346,800. The term of the agreement was for 3 years with an option for two 1-year extensions. Amendment No. 1 to the agreement was executed on November 1, 2021 expanding services and increasing the annual fee to \$360,000.

Ultimate Maintenance provides janitorial services for multiple city-owned facilities per Agreement No. 3855 and Amendment No. 1. The scope of work includes service of waste containers, vacuuming, dusting, paper goods replacement, and other janitorial services. In addition to monthly maintenance of city facilities, Ultimate Maintenance provides extra services for the city on an as-needed basis, as defined in the agreement. Examples of additional services include janitorial services for the park restrooms and trash pickup for special events that are above and beyond regularly scheduled services. Annual special events have increased as Covid restrictions have been lifted, and programming has returned to normal operations. Each event requires janitorial staff to clean restrooms prior to the event, maintain them during the event and assist with general clean-up after the event.

Additionally, the Senior Center is fully available for facility rentals. Typically, facility rentals occur each weekend and require janitorial services in between rentals to ensure the facility is clean and sanitized before the next rental is scheduled. Porter services are also requested to assist with bathroom vandalism and repairs to city facilities.

The additional events have increased the level of service originally contemplated in the agreement and are required to maintain clean facilities with increased usage.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Service, including an increased scope of services and annual fee increase from \$360,000 to \$560,000; and amend the Fiscal Year 2022-

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 3

23 budget by increasing appropriations by \$146,000 in Account No. 100-30-510-6040.35 (General Fund, Public Works, Facilities Maintenance, Custodial Services), and \$54,000 in Account No. 600-90-900-6040.35 (Transit Fund, Administration, Custodial Services).

ATTACHMENT(S)

1. Attachment A - Amendment No. 2
2. Attachment B - Agreement No. 3855 and Amendment No. 1

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3855
WITH ULTIMATE MAINTENANCE SERVICES**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 10th day of April 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Ultimate Maintenance Services, (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Citywide Custodial Services by and between the City of Montebello and Ultimate Maintenance Services, dated January 27, 2020 ("Agreement"), pursuant to which City retained Contractor to provide Citywide Custodial Services, as further described in the Agreement; and

WHEREAS, the Parties entered into Amendment No. 1 in November of 2021 as authorized by the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the agreement for the purpose of: (i) extending the term of the Agreement for an additional two (2) year term, specifically from January 27, 2023 to January 27, 2025, (ii) expand the scope of work to include extra services to the City Facilities, and (iii) revise the compensation due to the term extension and expanded scope of work; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 1 (C) of the Agreement Services/Compensation is amended to read as follows:

"C. CONTRACTOR shall be compensated for the rendered services as set forth in the Exhibit 1 in an annual amount not-to-exceed \$560,000. Contractor shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of CITY."

AMENDMENT NO. 2 TO AGREEMENT NO. 3855

Page 2 of 3

SECTION 2. Section 2 of the Agreement Term is amended to read as follows:

'2. Term. The term of this Agreement shall commence on January 27, 2023 and shall continue in full force and effect through and including January 27, 2025, unless extended or sooner terminated as provided in Section 7 herein."

SECTION 3. Section 1B of the Agreement Services/Compensation is amended to read as follows:

"B. CONTRACTOR shall provide to City all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the "Revised Scope of Work" attached hereto as Exhibit 1 and incorporated fully herein by this reference.

SECTION 4. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3855

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

ULTIMATE MAINTENANCE SERVICES

René Bobadilla, City Manager

Claudia Salomon

ATTEST:

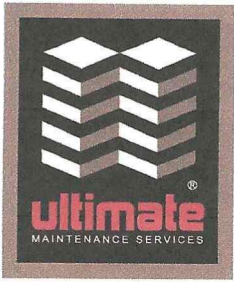
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Revised Fee Proposal



Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd. Lawndale, CA 90260
Phone: 310.542.1474 Fax: 310.542.0073
www.umscorporation.com

EXHIBIT A

April 5, 2023

**City of Montebello
James Coiner
Mechanic shop offices.**

Re: Deep and daily cleaning., Sunday-Monday , 7 days a week.

DAILY OFFICE CLEANING, \$ 600.00 PER MONTH.\$ 7,200.00 ANNUAL

DEEP CLEANING, \$ 800.00, ONE TIME ONLY

**Clean Mechanic shop office, trash, vacuum, dusting, Floors,etc.
Clean restrooms and breakroom.
Strip and wax all floors, breakrooms, restrooms.
Deep cleaning and disinfect all restrooms, replenish supplies.
Steam carpet shampoo
Complete dusting
Windows interior and windows sills.**

Please let me know if you have any questions or concerns.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Claudia Salomon", with a long horizontal flourish extending to the right.

**Claudia Salomon
Ultimate Maintenance Services**

**CITY OF MONTEBELLO
CITYWIDE CUSTODIAL SERVICES**

RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Bid Amounts:

For custodial services, by location, as outlined in the specifications:

Recreation and Parks Department:

a. City Hall:	<u>\$ 3,000.00 /month</u>	<u>\$36,000.00 /Annual</u>
b. Acuna Park (Parks and Recreation Office Building):	<u>\$ 700.00 /month</u>	<u>\$ 8,400.00 /Annual</u>
c. Acuna Park (Outside Restrooms):	<u>\$ 450.00 /month</u>	<u>\$ 5,400.00 /Annual</u>
d. Ashiya Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00/Annual</u>
e. City Park (Outside Restrooms):	<u>\$ 750.00 /month</u>	<u>\$ 9,000.00/Annual</u>
f. City Park (Gym & Youth Center):	<u>\$ 750.00 /month</u>	<u>\$ 9,000.00 /Annual</u>
g. City Park (Aquatic Upstairs):	<u>\$ 700.00 /month</u>	<u>\$ 8,400.00 /Annual</u>
h. City Park (Aquatic Downstairs):	<u>\$ 300.00 /month</u>	<u>\$ 3,600.00 /Annual</u>
i. Senior Citizen Center:	<u>\$ 1,600.00 /month</u>	<u>\$ 19,200.00 /Annual</u>
j. Golf Course (Bicknell Scout House):	<u>\$ 350.00 /month</u>	<u>\$ 4,200.00 /Annual</u>
k. Grant Rea Park (Recreation Building):	<u>\$ 425.00 /month</u>	<u>\$ 5,100.00 /Annual</u>
l. Grant Rea Park (Community Room):	<u>\$ 425.00 /month</u>	<u>\$ 5,100.00 /Annual</u>
m. Grant Rea Park (Outside Restrooms):	<u>\$ 700.00 /month</u>	<u>\$ 8,400.00 /Annual</u>

n. Holifield Park (Recreation Building):	<u>\$ 600.00/month</u>	<u>\$ 7,200.00 /Annual</u>
o. Holifield Park (Community Room):	<u>\$ 1,100.00 /month</u>	<u>\$ 13,200.00 /Annual</u>
p. Holifield Park (Outside Restrooms):	<u>\$ 500.00 /month</u>	<u>\$ 6,000.00 /Annual</u>
q. Potrero Heights Park (Recreation Building):	<u>\$ 475.00 /month</u>	<u>\$ 5,700.00 /Annual</u>
r. Potrero Heights Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
s. Reggie Rodriguez Park (Community Room):	<u>\$ 1,200.00/month</u>	<u>\$ 14,400.00/Annual</u>
t. Reggie Rodriguez Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
u. Sanchez Adobe Park (Office Building):	<u>\$ 1,500.00 /month</u>	<u>\$ 18,000.00 /Annual</u>
v. Sanchez Adobe Park (Outside Restrooms):	<u>\$ 625.00 /month</u>	<u>\$ 7,500.00 /Annual</u>
w. Taylor Ranch Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
x. Taylor Ranch Park (Community Room):	<u>\$ 350.00 /month</u>	<u>\$ 4,200.00 /Annual</u>
y. Transit Department:	<u>\$ 2,400.00/month</u>	<u>\$ 28,800.00 /Annual</u>
z. Police Department:	<u>\$ 6,500.00/month</u>	<u>\$ 78,000.00 /Annual</u>
aa. Public Works (Corporate Yard):	<u>\$ 600.00 /month</u>	<u>\$ 7,200.00 /Annual</u>
ab. Metrolink Station (Public Restroom)	<u>\$ 600.00 /month</u>	<u>\$ 7,200.00 /Annual</u>
ac. Porter Service	<u>\$12,000.00 / month</u>	<u>\$144,000.00 / Annual</u>
ad. SPecial Events	<u>\$5,100.00 / month</u>	<u>\$61,200.00 / Annual</u>
ae. Golf Course Mechanic Shop	<u>\$600.00 /month</u>	<u>- \$7,200.00 / Annual</u>
Combined Total:	<u>\$ 46,600.00 /month</u>	<u>\$ 559,200.00 /Annual</u>

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3855
BY AND BETWEEN
CITY OF MONTEBELLO
AND
ULTIMATE MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on January 27, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Ultimate Maintenance Services (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Custodial Maintenance and Services at various city-owned properties in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals 21-20 for Citywide Custodial Services (November 24, 2020) ("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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the custodial services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated

earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

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

David Sosnowski
Recreation and Community Services Department
City of Montebello

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

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO



René Bobadilla, P.E.
City Manager

Dated: 2/8/2021

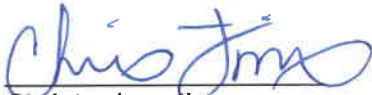
CONTRACTOR



Ultimate Maintenance Services

Dated: 2/3/21

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
(AGREEMENT NO. 3855)
BY AND BETWEEN THE CITY OF MONTEBELLO
AND
ULTIMATE MAINTENANCE SERVICES**

This Amendment No. 1 to the Professional Services Agreement by and between the CITY OF MONTEBELLO and ULTIMATE MAINTENANCE SERVICES ("Amendment No. 1") is entered into this 1st day of November 2021 ("Effective Date"), by and between Ultimate Maintenance Services, ("Consultant") and the City of Montebello ("City").

RECITALS

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain agreement (Agreement No. 3855) for Citywide Custodial Services by and between the City of Montebello and Ultimate Maintenance Services, dated January 27, 2020 (the "Agreement"), pursuant to which City retained Consultant to provide Citywide Custodial Services, as further described in the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the agreement for the purpose of: (i) expanding the scope of work to include services to the Montebello Golf Course, and (ii) revise the compensation due to expanded scope of work.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this Amendment No. 1.

SECTION 2. Scope of Work. Section 1(B) ("Services/Compensation") of the Agreement is amended to read as follows:

"CONSULTANT shall provide to CITY all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the "Revised Scope of Work" attached hereto as Exhibit 1 and incorporated fully herein by this reference."

AMENDMENT NO. 1 TO AGREEMENT NO. 3855

Page 2 of 3

SECTION 3. Compensation. Section 1(C) ("Services/Compensation") of the Agreement is amended to read as follows:

"C. CONSULTANT shall be compensated for the rendered services as set forth in the Exhibit 1 in an annual amount not-to-exceed \$360,000. Consultant shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of CITY."

SECTION 4. Remainder of Agreement Effective. Except as expressly amended in Sections 2 and 3 of this Amendment No. 1, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Sections 2 and 3 of this Amendment No. 1 and the Agreement, then the terms of Sections 2 and 3 of this Amendment No. 1 shall control to the extent of such conflict.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 3855

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

ULTIMATE MAINTENANCE SERVICES



René Bobadilla
City Manager



Claudia Salomon
Ultimate Maintenance Services

ATTEST:

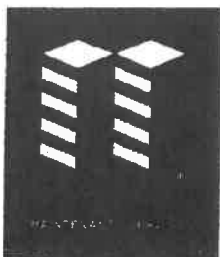


Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney



Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd. Lawndale, CA 90260
Phone: 310.542.1474 Fax: 310.542.0073
www.umscorporation.com

October 28, 2021

**City of Montebello
James Coiner
Golf Course Restrooms and Mechanic shop offices.**

Re: Deep and daily cleaning., Sunday-Monday , 7 days a week.

DAILY RESTROOMS CLEANING , 2 TIMES PER DAY, \$ 1,100 PER MONTH.

Clean all restrooms, toilets, showers, dividers, mirrors, replenish supplies.

Location:

2 Main Restrooms inside the building.,

2 Restrooms at the golf carts garage.

2 Restrooms Hole 12

1 Restrooms Outside by Parking lot(red house)

DEEP CLEANING, \$ 800.00, ONE TIME ONLY

Clean Mechanic shop office, trash, vacuum, dusting, Floors,etc.

Clean restrooms and breakroom.

Initial Deep Cleaning: Friday ,, October 29, 2021

Strip and wax all floors, breakrooms, restrooms.

Deep cleaning and disinfect all restrooms, replenish supplies.

Steam carpet shampoo

Complete dusting

Windows interior and windows sills.

Please let me know if you have any questions or concerns.

Thank you.

Sincerely,

**Claudia Salomon
Ultimate Maintenance Services**

**CITY OF MONTEBELLO
CITYWIDE CUSTODIAL SERVICES**

RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Bid Amounts:

For custodial services, by location, as outlined in the specifications:

Recreation and Parks Department:

a. City Hall:	\$ <u>3,000.00</u> /month	\$ <u>36,000.00</u> /Annual
b. Acuna Park (Parks and Recreation Office Building):	\$ <u>700.00</u> /month	\$ <u>8,400.00</u> /Annual
c. Acuna Park (Outside Restrooms):	\$ <u>450.00</u> /month	\$ <u>5,400.00</u> /Annual
d. Ashiya Park (Outside Restrooms):	\$ <u>575.00</u> /month	\$ <u>6,900.00</u> /Annual
e. City Park (Outside Restrooms):	\$ <u>750.00</u> /month	\$ <u>9,000.00</u> /Annual
f. City Park (Gym & Youth Center):	\$ <u>750.00</u> /month	\$ <u>9,000.00</u> /Annual
g. City Park (Aquatic Upstairs):	\$ <u>700.00</u> /month	\$ <u>8,400.00</u> /Annual
h. City Park (Aquatic Downstairs):	\$ <u>300.00</u> /month	\$ <u>3,600.00</u> /Annual
i. Senior Citizen Center:	\$ <u>1,600.00</u> /month	\$ <u>19,200.00</u> /Annual
j. Golf Course (Bicknell Scout House):	\$ <u>350.00</u> /month	\$ <u>4,200.00</u> /Annual
k. Grant Rea Park (Recreation Building):	\$ <u>425.00</u> /month	\$ <u>5,100.00</u> /Annual
l. Grant Rea Park (Community Room):	\$ <u>425.00</u> /month	\$ <u>5,100.00</u> /Annual
m. Grant Rea Park (Outside Restrooms):	\$ <u>700.00</u> /month	\$ <u>8,400.00</u> /Annual

n. Holifield Park (Recreation Building):	\$ <u>600.00</u> /month	\$ <u>7,200.00</u> /Annual
o. Holifield Park (Community Room):	\$ <u>1,100.00</u> /month	\$ <u>13,200.00</u> /Annual
p. Holifield Park (Outside Restrooms):	\$ <u>500.00</u> /month	\$ <u>6,000.00</u> /Annual
q. Potrero Heights Park (Recreation Building):	\$ <u>475.00</u> /month	\$ <u>5,700.00</u> /Annual
r. Potrero Heights Park (Outside Restrooms):	\$ <u>575.00</u> /month	\$ <u>6,900.00</u> /Annual
s. Reggie Rodriguez Park (Community Room):	\$ <u>1,200.00/month</u>	\$ <u>14,400.00/Annual</u>
t. Reggie Rodriguez Park (Outside Restrooms):	\$ <u>575.00</u> /month	\$ <u>6,900.00</u> /Annual
u. Sanchez Adobe Park (Office Building):	\$ <u>1,500.00</u> /month	\$ <u>18,000.00</u> /Annual
v. Sanchez Adobe Park (Outside Restrooms):	\$ <u>625.00</u> /month	\$ <u>7,500.00</u> /Annual
w. Taylor Ranch Park (Outside Restrooms):	\$ <u>575.00</u> /month	\$ <u>6,900.00</u> /Annual
x. Taylor Ranch Park (Community Room):	\$ <u>350.00</u> /month	\$ <u>4,200.00</u> /Annual
y. Transit Department:	\$ <u>2,400.00/ month</u>	\$ <u>28,800.00</u> /Annual
z. Police Department:	\$ <u>6,500.00 /month</u>	\$ <u>78,000.00</u> /Annual
aa. Public Works (Corporate Yard):	\$ <u>600.00 /month</u>	\$ <u>7,200.00</u> /Annual
ab. Metrolink Station (Public Restroom)	\$ <u>600.00</u> /month	\$ <u>7,200.00</u> /Annual
Combined Total:	\$ <u>28,900.00 /month</u>	\$ <u>346,800.00</u> /Annual



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT NO. 4099 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve funding Agreement No. 4099 (Attachment A) with the Los Angeles County Department of Public Works (Attachment A) for the Beverly Boulevard Traffic Signal Synchronization Program (TSSP) Project; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by allocating unprogrammed funds in Fund 215 (Proposition C) by increasing appropriations by \$575,000 (Account No. 215-99-7116, Proposition C, Improvements Other than Building); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Department of Public Works (LACDPW) has secured a grant from the Los Angeles County Metropolitan Transportation Authority (Metro) in the amount of \$1,913,600 that will fund a portion of the project cost. The total project cost is estimated at \$5,447,400. The City's contribution for the project is \$2,596,000 and will be covered by: 1) \$1,046,900 of the City's portion of the Metro grant; 2) \$399,100 contribution from Los Angeles County Department of Public Works (LACDPW); and 3) \$1,150,000 local match contribution from the City using Proposition C Metro Local Return Funds. The City's local match contribution covers improvements the City requested during plan check that are not eligible for grant reimbursement.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 3

It is recommended that the City Council approve a budget amendment to the Fiscal Year 2022-23 CIP Budget allocating funds for the project in the amount of \$575,000 in unprogrammed Proposition C funds (Fund 215) to cover 50% of the city's contribution (Account No. 215-99-7116, Proposition C, Improvements Other than Building). The other 50% (\$575,000) will be included in the CIP Budget for Fiscal Year 2023-24, also utilizing Proposition C funds.

BACKGROUND/DISCUSSION:

On January 28, 2009, the city executed Agreement No. 2508 (Attachment C) with the Los Angeles County Department of Public Works (LACDPW) for the TSSP project. At that time, the project included Paramount Boulevard from Arroyo Drive to Montebello Boulevard, Montebello Boulevard from Paramount Boulevard to the Interstate 5 Freeway, Beverly Boulevard from Simmons Avenue to Rea Drive, Garfield Avenue from Pomona Boulevard to Allston Street, and Telegraph Road from Church Road to Slauson Avenue.

The project has been in design since 2008 and has evolved into the current project that includes the following arterials: 1) Washington Boulevard from Vail Ave to Bluff Rd; 2) Whittier Boulevard from Garfield Ave to Van Norman Rd; 3) Olympic Boulevard from Vail Ave to Montebello Blvd; and 4) Slauson Avenue from Telegraph Rd to Chapin Rd. Amendment No. 1 to Agreement No. 2508 revised the scope of the TSSP project to include the new arterial streets and was approved by the City Council on April 10, 2023.

Agreement No. 4099 defines the funding contributions for the Beverly Boulevard portion of the project from Metro grant funds, LACDPW's contribution and the City's contribution as described in the Fiscal Impacts section of this staff report. The City's contribution pays for improvements requested by the City during the plan check process that are not eligible for grant reimbursement.

LACDPW advertised the Beverly Boulevard Project for construction bids on March 21, 2023 and the bid opening was scheduled for April 18, 2023.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon the approval of the City Council of the recommended actions, City staff will coordinate with LACDPW, the lead agency, on the delivery of the project; approval of this item will also amend the FY 2022-23 CIP budget by increasing appropriations by \$575,000 in Account No. 215-99-7116, Proposition C, Improvements Other than Building. (The remaining \$575,000 in City matching funds will be included in the Proposition C budget as part of the FY 2023-24 budget.)

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - Agreement No. 4099
2. Attachment B - Agreement No. 2508 and Amendments

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM AGREEMENT NO. 4099
WITH COUNTY OF LOS ANGELES**

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E I H

WHEREAS, to assist in the traffic flow, CITY, the City of Pico Rivera, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard between Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Pico Rivera, the City of Whittier, and COUNTY, and separate agreements between the City of Pico Rivera and COUNTY and the City of Whittier and COUNTY are being executed covering the portions of PROJECT within the City of Pico Rivera's and the City of Whittier's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Pico Rivera, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pico Rivera, the City of Whittier, and COUNTY;

and WHEREAS, CITY and COUNTY previously executed an Agreement on January 28, 2009, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM AGREEMENT NO. 4099

Page 2 of 12

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards the City of Pico Rivera's jurisdictional share, and Four Hundred Seventy-Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards City of Whittier's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Two Million Five Hundred Ninety-Six Thousand and 00/100 Dollars (\$2,596,000.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) and contributing other CITY funds to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00).

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the

TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM AGREEMENT NO. 4099

Page 3 of 12

timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and

specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure

and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.

- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00).
- d. To submit an invoice to CITY in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
 - h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the

previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.

- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders

of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. James Enriquez
Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM AGREEMENT NO. 4099

Page 10 of 12

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF MONTEBELLO:

René Bobadilla, City Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 13, 2008

36

MAY 13 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM CITY-COUNTY COOPERATIVE AGREEMENTS (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

SUBJECT

This action is to approve and authorize the Acting Director of Public Works or his designee to execute Cooperative Agreements between the County of Los Angeles and the Cities of Azusa, Montebello, Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to participate in the County's Traffic Signal Synchronization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Acting Director of Public Works or his designee to execute Cooperative Agreements between the County of Los Angeles and the Cities of Azusa, [REDACTED] Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to participate in the County's Traffic Signal Synchronization Program. Each agreement describes the roles and responsibilities of each City and the County in carrying out traffic signal synchronization projects on the stated arterials.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the roles and responsibilities associated with the operation of traffic signals upon completion of the Department of Public Works' traffic signal synchronization construction projects. The stated arterials in the agreements cover a combination of completed projects, projects underway, and projects nearly ready to begin.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) as the clarification of roles and responsibilities for traffic signal synchronization projects will improve efficiency, quality, and responsiveness of County transportation services to all residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreements, which have been approved as to form by County Counsel, provide for the County of Los Angeles and the Cities of Azusa, Montebello, Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to adhere to stated responsibilities involved in Traffic Signal Synchronization Program (TSSP) projects.

Since 1988, the Department of Public Works has administered TSSP projects, which have provided a means to coordinate synchronization between arterials of regional significance. TSSP projects improve traffic signal operation by upgrading each traffic signal to Federal and State standards. With each project, we typically install additional vehicle detection to enable each intersection to operate as a fully traffic actuated signalized intersection. In addition, appropriate components are also installed to enable each signal to utilize time-based coordination resulting in the synchronization of a series of signals along an arterial route. These improvements have provided congestion relief and substantially increased mobility through reduced travel times.

The Honorable Board of Supervisors
May 13, 2008
Page 3

The intent of these agreements is to document the roles and responsibilities of each City and the County when entering into TSSP projects and to confirm the associated liabilities of each agency. Nothing in these agreements will alter the current roles and responsibilities of the County and the Cities in operating and maintaining the traffic signals and signal systems within their respective jurisdiction. The effective date of each agreement, with respect to each stated arterial, is upon the installation of traffic signal timing for individual intersections.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Traffic and Lighting Division. After final approval by our Acting Director of Public Works or his designee we will provide you with fully executed original copies for your files.

Respectfully submitted,


for WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
WJW:pc

Attachments (10)

c: County Counsel (Warren Wellen)

COUNTY ORIGINAL

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, Paramount Boulevard from Arroyo Drive to Montebello Boulevard, Montebello Boulevard from Paramount Boulevard to 5 Freeway, Beverly Boulevard from Simmons Avenue to Rea Drive, Garfield Avenue from Pomona Boulevard to Allston Street, and Telegraph Road from Church Road to Slauson Avenue, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.
- b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
- c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.
- d. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed

through individual TSSP Projects within CITY's JURISDICTION, including the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.

- e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY's preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY's jurisdiction.
- b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Tom Melendrez
City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3970

COUNTY: Mr. William J. Winter
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on January 28, 2008, and by the COUNTY OF LOS ANGELES on June 24, 2008.

ATTEST:

COUNTY OF LOS ANGELES

By Will H. Hyle
for Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Carole Suzuki
Deputy

CITY OF MONTEBELLO

By [Signature]
CITY ADMINISTRATOR, Richard Torres



ATTEST:

By Robert J. King
City Clerk, Robert J. King

By Arnold Alvarz-Glasman
City Attorney, Arnold Alvarz-Glasman

AMENDMENT NO. 1 TO AGREEMENT NO. 2508

This AMENDMENT made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY previously executed an agreement on January 28, 2009, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY desire to amend the agreement to provide for an expansion of the existing TSSP;

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, the agreement is hereby amended as follows:

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provision of the previously executed agreement regarding the CITY's and COUNTY's roles and responsibilities in operating the TSSP shall remain in full force and effect other than the provisions set forth herein below.
- b. ARTERIALS is hereby redefined to include Washington Boulevard from Vail Avenue to Bluff Road, Whittier Boulevard from Garfield Avenue to Van Norman Road, Olympic Boulevard from Vail Avenue to Montebello Boulevard, and Slauson Avenue from Telegraph Road to Chapin Road.
- c. Any correspondence, communication, or contact concerning this AMENDMENT shall be directed to the following:

CITY: Mr. James Enriquez
 Director of Public Works
 City of Montebello
 1600 W Beverly Blvd
 Montebello, CA 90640

COUNTY: Ms. Elaine Kunitake
 Assistant Deputy Director
 Los Angeles County Public Works
 Traffic Safety and Mobility Division
 P.O. Box 1460
 Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on_____, 2023, and by the COUNTY OF LOS ANGELES on_____, 2023.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

CITY OF MONTEBELLO

By_____
City Manager

ATTEST:

APPROVED AS TO FORM:

By_____
City Clerk

By_____
City Attorney



ITEM # 11

**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: APPROVAL OF ENGAGEMENT LETTER, TASK ORDER NO. 7, FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES BY MARK THOMAS & COMPANY, INC. - PROPOSED MONTEBELLO DOG PARK

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Task Order No. 7 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas & Company, Inc. for Landscape Architectural Design Services for a not-to-exceed-fee of \$37,966 for the design development of a conceptual design of a proposed dog park; and
2. Authorize the City Manager to execute the Agreement, on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$37,966 from General Fund Reserves in Account No. 100-30-330-6040.96 (General Fund, Public Works, Engineer, Other Contract Services - Engineering Design Service); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2022-23 Capital Improvement Program (CIP) Budget approved by the City Council did not include the subject project. Therefore, a budget amendment is needed to appropriate the funding necessary to pay for the recommended services. It is recommended that the City Council approve a budget amendment to the Fiscal Year 2022-23 budget appropriating \$37,966 in General Fund Reserves to Account No. 100-30-330-6040.96 (General Fund, Public Works, Engineer, Other Contract Services - Engineering Design Service).

BACKGROUND/DISCUSSION:

At the direction of the City Council, Staff investigated potential sites for a proposed dog park within the golf course campus. These sites are in addition to the location previously

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 2

identified in the recently approved Park Master Plan. Staff completed a preliminary assessment of the newly proposed area on the east side of Via San Clemente that will no longer serve as a golf course. The preliminary assessment was based on site inspection and a review of as-built plans for the golf course. Two potential sites have been identified (as shown in Exhibit A of Attachment A) as follows: 1) Site #1 is located across the street from the Hilton Garden Inn in the vicinity of the former Green #9 for the golf course; and 2) Site #2 is located at the northeast corner of Bicknell Park, adjacent to the Armenian Genocide Martyrs Memorial.

The recommended Engagement Letter with Mark Thomas will provide the required landscape architectural design services to develop conceptual layouts for the two newly identified sites that analyze various issues such as ADA accessibility, parking, lighting, utility services, irrigation, grading and drainage, fencing and dog park programming and furnishings. The concept study will ensure the project is feasible and provide a preliminary budget for the completion of the project.

ENVIRONMENTAL:

N/A

ANALYSIS:

Mark Thomas & Company, Inc. (Mark Thomas) was selected for the City's On-call Architectural and Engineering Design Services Bench List in response to RFP No. 22-8, a qualification-based selection. Master Retainer Agreement No. 3999 with Mark Thomas was approved by the City Council on June 22, 2022. The recommended Engagement Letter is Task No. 7 for Mark Thomas. The fee proposed by Mark Thomas is based on the contractual hourly rates, per the Master Retainer Agreement, for the staff that will be working on the project. Hours will be tracked monthly. It is estimated that the work for the duration of the project will require a total of 248 hours, resulting in a fee not-to-exceed \$37,966.

SUMMARY:

Upon approval of the recommended actions, staff will execute the Engagement Letter with Mark Thomas & Company, Inc. and coordinate the completion of the Project; and amend the Fiscal Year 2022-23 budget by utilizing \$37,966 in General Fund Reserves to increase appropriations in Account No. 100-30-330-6040.96 (General Fund, Public Works, Engineer, Other Contract Services - Engineering Design Service).

ATTACHMENT(S)

1. Attachment A - Engagement Letter

NEXT STEPS:

N/A



Date: 4/26/2023

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

PROJECT/SERVICES: Dog Park Conceptual Design
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 07

The purpose of this Engagement Letter is to allow the City of Montebello (the "City") to engage Mark Thomas. (the "Consultant") to provide Landscape Architectural Design services for the conceptual design development of a Dog Park (the "Services" or "Project") pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, "Scope of Services" of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Thirty-seven Thousand Nine Hundred and Sixty-six Dollars (\$37,966), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City's Director of Public Works / City Engineer (the "Director"). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO
(the "City")

MARK THOMAS
(the "Consultant")

By: _____
René Bobadilla, City Manager

By: _____

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule



April 11, 2023

James Enriquez, PE
Director of Public Works
City of Montebello
jenriquez@cityofmontebello.com

Re: MONTEBELLO DOG PARK / conceptual design services

Dear James:

We appreciate this opportunity to assist the City in exploring the feasibility of developing a new City dog park located at the City of Montebello Country Club. The two potential locations for the dog park at the country club are illustrated on the attached "Dog Park Site Alternatives Diagram" provided by the City. The purpose of our efforts will be to assist the City Staff and Council have a better understanding of the potential layout and programming of a dog park, the impacts on site, and total project costs. To accomplish this, we will be exploring various issues associated with such a facility such as ADA accessibility (path of travel and parking), site lighting, dog park programming and furnishings, layout, fencing, landscape improvements and irrigation, grading and drainage, and structural amenities such as shade shelters. We will develop one draft plan (color rendered, to scale) and one project cost estimate for each of two location alternatives, followed by one final version of each after review of the draft by City staff. We will also allow for up to two (2) review meetings with staff. Deliverables will be submitted electronically as PDF files.

A spreadsheet for proposed fees for this effort is attached.

Again, thank you James for your consideration. Please feel free to contact me if you have any questions or need any refinement to this scope.

Erik Smith, ASLA, PLA
Division Manager + Associate
Landscape Architecture & Urban Design Division

MARK THOMAS



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

COST PROPOSAL FOR: MONTEBELLO DOG PARK

 MARK THOMAS								
	Sr. Engineering Manager \$361	LAUD Division Manager \$246	Sr. Landscape Architect \$155	Landscape Designer II \$111	Sr. Project Accountant \$176	Sr. Project Coordinator \$138	Total Hours	Total MT Cost
TASK 1 - CONCEPTUAL DESIGN								
1.1 Project Management	2	2			4	4	12	\$2,470
1.2 Review Meetings (2)	2	4					6	\$1,706
1.3 Draft Concept Plan and Estimate	4	16	48	80			148	\$21,700
1.4 Final Concept Plan and Estimate	2	8	32	40			82	\$12,090
Subtotal Phase TASK 1 - CONCEPTUAL DESIGN	10	30	80	120	4	4	248	\$37,966
TOTAL HOURS	10	30	80	120	4	4	248	
OTHER DIRECT COSTS								\$0
TOTAL COST	\$3,610	\$7,380	\$12,400	\$13,320	\$704	\$552		\$37,966



DOG PARK SITE ALTERNATIVES DIAGRAM

MONTEBELLO DOG PARK

4/11/2023



EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES**Engineering Services**

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories**OTHER DIRECT COSTS****Reimbursables including, but not limited to:**

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

*Rates subject to escalation with new hourly rate schedule as of July 1, 2023

**These charge rates are subject to Prevailing Wage laws and Union contract.

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
 1511 COTA AVENUE
 LONG BEACH, CA 90813
 PH: 562-912-7900

POINT-OF-CONTACT:
 EDWARD LOK NG, PRESIDENT
 LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President

400 E Rincon St, Ste 202
 Corona, CA 92879



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET

SOLICITATION NO. 22-8

TITLE OF SOLICITATION

City of Montebello On-Call Architectural and Engineering Design Services

NAME OF OFFEROR

TATSUMI AND PARTNERS, INC.

HOME OFFICE ADDRESS

49 DISCOVERY, SUITE 120, IRVINE, CA 92618

POINT OF CONTACT

NAME: BEVERLY KAWAMOTO

PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com

EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES

GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

City of Montebello | On-Call Architectural and Engineering Design Services
Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.



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: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVAL OF AGREEMENT NO. 4100 WITH STAR DUST TOURS
AND AGREEMENT NO. 4101 WITH H&L CHARTER COMPANY, INC.
FOR CHARTER BUS SERVICES (RFP NO. 23-7)**

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4100 to Star-Dust Tours in a total not-to-exceed annual amount of Ninety Thousand Dollars (\$90,000) for Charter Bus Services; and
2. Award Professional Services Agreement No. 4101 to H&L Charter Company, Inc. in a total not-to-exceed annual amount of Thirty Thousand Dollars (\$30,000) for Charter Bus Services; and
3. Authorize the City Manager to take actions necessary to execute and finalize the agreements on behalf of the City of Montebello; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Agreement No. 4100 with Star Dust Tours and Agreement No. 4101 with H&L Charter Company, Inc. each allows for an altered three plus ("3+") fiscal year term, beginning in May 2023, and ending June 30, 2026. This 3+ FY term, with the option to extend up to two (2) additional years, will allow Department of Recreation and Community Services staff to align recreation charter bus services with the City and State's fiscal year budget and grant processes and guidelines. Accordingly, Agreements with Star Dust Tours and H&L Charter Company, Inc. each allow for a total not-to-exceed cost for charter bus services as follows:

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 3

Period	Not-to-exceed Cost
May and June 2023	\$20,000
FY2023-24	\$120,000
FY2024-25	\$120,000
FY2025-26	\$120,000

The City currently budgets and receives \$75,000 per fiscal year in Proposition A Local Return Funds earmarked specifically for recreation transportation. In addition, the City has recently executed a grant agreement with the State of California allowing for another \$45,000 per fiscal year in *Outdoor Equity Program* grant funds for charter bus services related to the new *Montebello Outdoor Adventures* trip program. The \$120,000 in combined Local Return Funds and grant funding available per fiscal year will allow the City to provide recreation charter bus services with no impact to the General Fund.

BACKGROUND/DISCUSSION:

On February 13, 2023, the City issued Request for Proposals No. 23-7 ("RFP No. 23-7") seeking proposals for charter bus services. The scope of work includes pricing for charter bus transportation options of varying passenger capacities. The contractor will provide all labor and equipment associated with the scope of work and ensure the appropriate insurance, licensed/permitted vehicles, staff, and supplies are available to provide City services.

RFP No. 23-7 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. 23-7 closed on March 16, 2023 and the City received seven (7) 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. 23-7. Each proposal was scored based upon various criteria assigned weighted scores (out of a total of 100 points possible) and ranked as follows:

1. Star-Dust Tours
2. H&L Charter Co Inc.
3. Fast Deer Charter

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 3

4. Coach Max Corp
5. American Transportation Systems
6. Mission School Transportation
7. Elite Charter

RFP No. 23-7 allows for the award of multiple contracts in order to meet the needs of the City. Through the next three fiscal years, the City's Recreation and Community Services Department will be operating several trip programs which include community excursions, senior trips, seasonal camp field trips for youth, and trips as part of the new *Montebello Outdoor Adventures* program. Additionally, the City utilizes charter bus services to provide event shuttle transportation in an effort to alleviate traffic and offer the community parking options for major City events. Awarding multiple contracts allows the City to ensure charter buses are available when needed. In the event one vendor does not have charter buses available, the City has the option to contact another vendor or if multiple charter buses are needed on the same day, the City may then use both vendors to fulfill the need.

Based on this evaluation process, Staff recommends awarding professional services agreements Star Dust Tours and H&L Charter Company, Inc. The vendors selected were the most responsive and responsible bidders based upon scored proposals. Both vendors have an abundance of experience in charter bus services, competitive pricing and received favorable references. Staff are confident that both vendors have the qualifications and experience to best meet the needs of the City.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4100 with Star Dust Tours for a total not-to-exceed annual amount of Ninety Thousand Dollars (\$90,000) and Agreement No. 4101 with H&L Charter Company, Inc. for a total not-to-exceed annual amount of Thirty Thousand Dollars (\$30,000), for charter bus services (attached hereto in substantial form) and to authorize the City Manager to take actions necessary to execute and finalize the City Attorney approved agreements on behalf of the City.

ATTACHMENT(S)

1. Attachment A - RFP 23-7 - Charter Bus Services
2. Attachment B - Draft Agreement - Star Dust Tours
3. Attachment C - Draft Agreement - H & L Charter Co

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23-7
Charter Bus Services

Release Date: Thursday, February 9, 2023
Due Date: Thursday, March 16, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites vendors to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful vendor will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

February 9, 2023

THE PROJECT

Recreation and Community Services Charter Bus Services

THE OWNER

City of Montebello – Recreation and Community Services Department
1700 W Victoria Ave., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 Ext. 374
Contact E-Mail: laquilar@montebelloca.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, March 1, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids prior to being able to view or bid on any solicitation. To access the City's PlanetBids Portal, please go to:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Table of Contents	Page
1.0 Notice Inviting Proposals	4
2.0 Introduction/About the City of Montebello	5
3.0 Timeline	7
4.0 Purpose	7
5.0 Scope of Work	7
6.0 Proposal Submittal	8
7.0 Evaluation of Proposal	9
8.0 Proposal Protests	9
9.0 Execution of Agreement	11
10.0 Insurance	11
11.0 Non-Commitment of City	13
12.0 Labor Requirements	13
13.0 Records	13
14.0 Subcontractors	14
15.0 Modifications/Changes	14
16.0 Disclosure of Information	14
17.0 City of Montebello Rights	14

Appendix A – Proposal Content and Format

Appendix B - Sample Professional Services Agreement

Enclosure 1 – References

Enclosure 2 – Cost Proposal

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors to provide Charter Bus Services following the specifications, terms, and conditions identified in RFP No. 23-7. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective vendors must register their business with PlanetBids prior to submitting a response.

Questions must be submitted via PlanetBids no later than **Wednesday, March 1, 2023, at 11:00 a.m. PST.**

Responses must be submitted via PlanetBids by **Thursday, March 16, 2023, at 11:00 a.m. PST.**

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

2.0 Introduction

The City of Montebello, hereinafter referred to as the "City", invites qualified vendors to submit proposals for Charter Bus Services for the Recreation and Community Services Department. Should an award be made, the selected proposer will enter into an agreement with the City of Montebello to provide these services.

Through this solicitation, the City seeks to establish a three (3) year agreement for Charter Bus Services with an option to extend for two (2) additional, one (1) year terms.

Responses are due no later than Thursday, March 16, 2023, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, vendors must register in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: <https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839> and click "New Vendor Registration."

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

Proposals submitted shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that the City Attorney's Office determines to be exempt from disclosure under the California Public Records Act or any other applicable state and/or federal law.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen community through people, parks & programs.

The department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthen Montebello's image and offer a sense of community, thereby supporting economic development, increasing public engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintain budgetary control and fiscal responsibility for the department, grants management, strategic planning, interdepartmental coordination, and collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community-based organizations.

Programs & Services

The Department provides innovative community programs, staff run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promote needed senior resource programs to reinforce this group's quality of life, health and well-being. By providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation among others.

Special Events

The Department of Recreation and Community Services is responsible for coordinating special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest

Sports

Staff coordinate sports programs and field rentals for all community members and sports organizations. Staff have developed and oversee the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; as well as a summer swimming team.

3.0 Timeline

- | | |
|---|-----------------------------------|
| • Release RFP | February 9, 2023 |
| • Online Q&A Deadline | March 1, 2023, at 11:00 a.m. PST |
| • Deadline to Submit Responses via PlanetBids | March 16, 2023, at 11:00 a.m. PST |
| • City Review of Qualification Submissions | Mid/Late March 2023 |
| • Notifications Sent to Vendors | Early April 2023 |
| • Award | Mid-April 2023 |

4.0 Purpose

Through this opportunity, the City intends to obtain the services of a qualified vendor to provide Charter Bus Services for the Recreation and Community Services Department and to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City intends to use charter bus services to provide transportation for individuals attending various events. These events include, but are not limited to: senior programs, youth field trips, community excursions, and other special events. Transportation services will be requested on an as-needed basis by designated City staff.

If awarded, the vendor agrees to furnish all equipment, labor, material, personnel, and other items/services necessary for the safe and successful execution of services. At minimum, the vendor shall:

- Take appropriate steps to protect the safety of patrons who may come in contact with vendor employees.
- Ensure compliance with relevant Department of Transportation and Federal Highway Administration regulations.
- Provide a list of drivers that will be employed along with their driver's license numbers and all proper endorsements.
- Have the capability to provide more than one (1) bus per trip, as required.
- Ensure drivers:
 - Secure, in advance, the safest and most efficient driving directions to and from the scheduled destination(s)
 - Submit their fingerprints in a manner authorized by the Department of Justice (the City will require a list of drivers who have cleared background checks to be supplied at the commencement of the contract)
 - Are in possession of a valid driver's license with proper endorsements

- qualifying them to operate vehicles outlined in this RFP
 - Be appropriately trained and regularly evaluated for conformance with safety regulations and skills in conformance with all applicable California and Federal regulations
 - Possess and meet all certifications for transportation of children as required by the State of California Department of Transportation – school bus drivers must have SPAB Certification
 - Be professional, courteous, and provide excellent customer service
 - Are in a qualified Drug and Alcohol testing pool that meets all Federal standards as applicable
 - Be available for contact at any time during services
 - Provide an emergency contact phone number during all hours of each service
 - Ensure vehicles and contents are secure at all times
 - Secure parking locations and pay for all tolls and parking expenses. Parking expenses shall be reimbursed to the contractor by the City, upon receipt of invoice(s)
- All buses provided for the scheduled services shall be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines. Additionally, buses must:
 - Have ADA wheelchair lifts or ramps.
 - Not be older than ten (10) years.
 - Depart and return to City designated locations.
 - Arrive, at minimum, 20 minutes prior to scheduled departure time.
 - Be clean, litter free, well-maintained with working electrical equipment and in good working condition prior to departure.
 - Carry on-board first aid kits.
 - Be equipped with heat and air conditioning (charter buses) and shall be in excellent condition, clean, sanitized, and stocked.
 - Have “kneeling” capabilities in order to assist those with limited mobility.
 - Have a functioning cell phone with each driver at all times.
- Contractor shall also:
 - Agree to allow the City the reserved right to reduce the number of passengers/buses and bus size as initially requested or to cancel an excursion within 48 hours advance notice without charge.
 - Notify the City of alterations and/or cancellations at a minimum 48 hours in advance.

All proposals shall include turnkey pricing for all services requested. All quantities are approximate, and the City reserves the right to reasonably increase or decrease the amounts and change specifications upon award.

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 Recreation & Community Services Department will establish an evaluation committee consisting of City staff responsible for reviewing and rating each proposal. The proposal evaluation process will be conducted using a two-step process.

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

Qualifications as they relate to this project (50%)

- Thoroughness and understanding of the tasks to be completed
- Background and experience in charter bus services
- Experience of personnel assigned to the work
- Availability
- Quality and size of fleet

Reputation for integrity and competence (30%)

- Positive Reference Checks
- Safety record

Proposed Fees and Charges for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted

to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:

The City of Montebello
Attn: Michael Solorza, Director of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:

msolorza@montebelloca.gov

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Finance and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

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 Consultant 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 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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

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 Consultant/Vendor and as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant/Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant/Vendor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

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

14.0 Subcontractors

The Consultant/Vendor 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. All subcontractors used on this work shall be under the direct supervision of the Consultant/Vendor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

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 Consultant/Vendor. These changes will be processed through the City Manager.

16.0 Disclosure of Information

A. The Consultant/Vendor 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 Consultant/Vendor shall be used exclusively in connection with the performance of services.

B. The Consultant/Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

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 Consultant/Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

iii. The Consultant/Vendor 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

Enclosure 1 – References

Enclosure 2 – Cost Proposal

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4100 WITH STAR-DUST TOURS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on April 26, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and STAR-DUST TOURS, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide charter bus services 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 scope of work, 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 the scope of work, 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 2 of 11

billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual not-to-exceed contract amount is Ninety Thousand Dollars (\$90,000).

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 three (3) years and two (2) months from the Effective Date, through June 30, 2026, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 3 of 11

returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable"

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 4 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 5 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 6 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 7 of 11

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 or 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 9 of 11

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: Star-Dust Tours, Inc.
Attn: Frank Gonzalez Jr.
520 S Greenwood Ave.
Montebello, CA 90640
(562) 254-0876
allcityshuttle@yahoo.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4100

Page 11 of 11

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

STAR-DUST TOURS, INC.

René Bobadilla, City Manager

Frank Gonzalez Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Scope of Work



Stardust Tours

*Proposal For:
City of Montebello
Charter Bus Services
RFP No. 23-7*

Submitted by: Frank Gonzalez Jr. (contact)

Ph: 562-254-0876

E-mail: allcityshuttle@yahoo.com

*520/528 S. Greenwood Ave.
Montebello, Ca 90640*

Completed on: March 10th of 2023

Table of Contents

1. Cover Letter	1
2. Experience.....	2
3. Assigned Company Personnel	2,3,4
4. Licensing / Certification / Usage Reports.....	5
5. Equipment to be used/Location.....	5, 6
6. Vehicle Maintenance and Safety Program.....	7,8
7. Program Elements.....	8,9
8. Terms of Payment.....	9
9. Conflict of Interest Statement.....	9

1. Cover Letter

Star-Dust Tours, Inc.

520 S. Greenwood Ave. Montebello, Ca 90640

To Sir or Madam:

On behalf of our company, I thank you for giving us the opportunity to bid on this contract and potentially work with the City of Montebello and its residents.

Star-Dust Tours, Inc. has been in business since 2010 but its Vice President (Florencio Gonzalez) has been working in the bus transportation industry since 1988. We pride ourselves in providing a great experience and most of all safe service. Currently our fleet consists of just over sixty commercial vehicles. We believe what separates us from other companies in this industry is the personal service we always offer to those we work for. We are available by phone and e-mail 24 hours a day, seven days per week. We understand the importance of flexibility and are always aware that our customers come first. Eighty percent of our office staff have obtained a commercial license. This allows us to react quickly and solve problems if one way arise due to driver availability or last-minute requests. One hundred percent of our customers consist of schools (public and private) and city municipalities. After being in business for all these years we've come to realize that equipment cleanliness, punctuality and common courtesy towards our customers is what makes us successful in this industry. Keeping up with current times we've also implemented GPS and video monitor systems on our vehicles which create a more proficient and most importantly safer system for our company. We do understand it's the relationship between our company and the vendor/customer that makes a great difference in the overall service provided. The only information we would expect the City of Montebello to provide during this contract are basic trip details and contact information for each individual service. Once given this information we can take care of the rest and carry out the great service expected of us. We thank you again for your time and consideration.

Sincerely,

Frank J. Gonzalez Jr.
Manager of Operations / President

2. Experience

Frank Sr. (Vice President) started his first transportation company after working as a city transit bus operator for the City of Santa Monica ("Big Blue Bus" Lines) for over twelve years. After venturing on his own and gaining success in the industry for almost twelve years, Star-Dust Tours, Inc. was then established in November of 2010.

Over the years we've focused on providing our services for local school and city agencies. In the last three years we've acquired contracts with over 30 schools (public and private) and six city municipalities. Almost ninety-five percent of our operations is conducted within Southern California.

3. Assigned Company Personnel

A. The following personnel listed will be dedicated to this contract (non-drivers):

1. Florencio Gonzalez Sr. - Owner/Lead Supervisor

Work Experience

Santa Monica Big Blue Bus
02/1986 - 03/2002

- Hired on as a commercial transit driver and covered multiple routes.
- Handled all scheduling for any charter events booked with the city.
- Drove all charter trips reserved with the city.
- Was lead driver for any special events.

All City Bus Lines
1996/ - 03/2010

- Established and owned 1st commercial transportation company.
- Was awarded various city and school contracts.
- Gained multiple shuttle contracts throughout the Los Angeles Area.

2.

2. Frank J. Gonzalez Jr. – Owner/Manager of Operations/Dispatcher

Work Experience

All City Bus Lines

07/2005 – 02/2010

- Reviewed and handled all office records and invoicing.
- Managed the supervision and dispatching for all drivers.
- Developed and implemented new marketing and sales plans.
- Managed all current and new acquired contracts.

Star-Dust Tours, Inc.

02/2010 – 01/2023

- Supervise all drivers and office personnel.
- Manage and supervise all acquired contracts.
- Manage schedules, organize events, and oversee daily operations.
- Hire new drivers and personnel.
- Lead dispatcher for all drivers

Education:

-St. John Bosco High School (Bellflower, Ca)

-Rio Hondo College (Whittier, Ca)

-Cal State Long Beach

3. Dean Gonzalez-Fleet Mechanic / Diesel Mechanic

Work Experience:

Motor Coach Industries (MCI)

08/2017 – 10/2019

- Handled various maintenance orders.
- Inspected commercial vehicles.

Star-Dust Tours, Inc.

11/2019 – Present Date

Certificates:

Tech 3 Certification (MCI Academy)

Tech 2A Certification (MCI Academy)

Education:

UTI (Universal Technical Institute)- Emphasis on Diesel Mechanics

09/2017 – 07/2019

4. Frank Salas -Lead Diesel Mechanic / Diesel Technician**Work Experience:**

ABC Bus Company

05/2005 – 06/2007

- Recovering and charging of R134 air conditioning systems
- Superior knowledge of VanHool bushings and kingpins.

Silver State Trailways, Placentia, Ca

06/2007 – 09/2011

- Carry out inspections for all fleet vehicles
- Supervise and train incoming technicians

SWP- Santa Fe Springs

12/2011 – 04/2019

- Specialized on rebuilding of engines
- Troubleshoot failures on engines, generators and service trucks.

4. Licensing / certifications / Usage Reports

- Upon request Star-Dust Tours will provide the city with all records and inspections required by local and state laws.
- Daily and monthly inspection reports for each vehicle will remain available to the city upon request.
- Star-Dust Tours is solely responsible for compliance with all legal requirements for operations of commercial vehicles.
- Licensing and certifications for all drivers assigned to his contract will be provided to the school upon request.
- All drivers will maintain proper licensing and certifications to operate company vehicles.
- Evidence of any documents and/or certifications will be available upon request and be provided.

5. Equipment to be used/ Location

- For this contract we have a combination of school, charter and mini/shuttle buses that will be available to the city to carry out any transportation needs.
- The total number of commercial vehicles available for use in this contract is just over thirty-five units.
- Age of buses/vehicles range from two to ten years of age.
- Buses are equipped with heating/cooling systems.
- Travel time from our business to various locations in Montebello City varies from 5-10 minutes.
- All vehicles assigned to this contract will be stationed at our main facility. Located at: 520/528. S. Greenwood Ave., Montebello, Ca 90640.
All commercial vehicles are certified by the California Highway Patrol and Public Utilities Commission for the State of California.

5.

Portable Commercial Vehicle Lifts:



We own and operate certified, portable commercial lifts in our maintenance facility located in Montebello, Ca. Mechanical lifts like these are standard for all city and school bus transportation departments. Special tools like these allow us to carry out our maintenance operations as thoroughly and efficiently as possible.

Outdoor Rated Spray Booth:



We carry out all paint and body work on site at our facilities in Montebello, Ca. We own and operate our own fully outdoor rated commercial spray booth. This allows us little down time when any vehicle requires repairs and regular upkeep. We operate our commercial body shop year-round and provide these services to other outside vendors as well.

6. Vehicle Maintenance and Safety Program

Policy:

It is our policy to thoroughly service and maintain all equipment to provide safe, comfortable and reliable transportation.

Goals and Objectives:

The goals and objectives of our vehicle maintenance program are:

A. Maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.

- Conduct regular pre-trip inspections to identify vehicle and equipment problems and assure vehicles are in good operating condition.
- Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
- Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
- Maintain a clean appearance for vehicles through regular interior and exterior cleaning.

B. Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.

- Regularly inspect vehicles to identify and correct problems in to prevent service interruptions.
- Schedule repairs promptly to minimize service interruptions.
- Utilize subcontractors as needed to perform specialized services and to supplement our own maintenance staff efforts.
- Analyze repair, road call and tow data to identify trouble-prone components or systems for pro-active attention.

C. Maintain vehicles and equipment to promote cost-efficiency of operations.

- Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
- Analyze fleet fuel usage and repair data; identify vehicles which may need remedial work or may need to be made inactive.

7.

- Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.

- Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
- Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.

D. Conduct vehicle operations, repairs, and cleaning in compliance with applicable local, state and federation regulations.

- Ensure that shop equipment and maintenance procedures comply with applicable OSHA laws and regulations protecting the health and welfare of workers.
- Handle and dispose of fuels, lubricants, solvents, tires, and related materials in a safe and environmentally responsible manner.
- Maintain vehicles to comply with relevant emission standards and other applicable regulations.
- Conduct vehicle cleaning to comply with applicable wastewater and other relevant regulations.
- Conduct maintenance and repairs in compliance with environmental standards and other relevant regulations.

7. Program Elements:

Pre-trip inspections.

Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported to the Mechanic before the vehicle leaves the lot.

Basic Service Routines

Per the recommendations of the chassis, bus body, and wheelchair lift manufacturers, and the additional recommendations of the SDT's mechanic, a thorough preventive maintenance schedule will be established and followed for each vehicle. At or before the recommended mileage intervals, the SDT's Mechanic will perform all the elements of maintenance due at that mileage.

8.

Vehicle Cleaning

Interior cleaning and sweeping of each in-service vehicle will be performed at the end of each shift by Special Mobility Services' driving staff. Vehicle exteriors will be washed on a weekly basis or more frequently, as needed.

Vehicle Repairs

The need for a vehicle repair may be discovered during a pre-trip inspection, preventive maintenance inspection, or breakdown. The Mechanic will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the appropriate vendor, bus or chassis manufacturer, or authorized warranty outlet. The SDT's Mechanic will determine whether the repair can be accomplished in-house, or because of the need for special diagnostic expertise or equipment, will be assigned to a subcontractor.

Documentation and Analysis

Vehicle condition will be regularly documented through pre-trip inspections and problems discovered on the road will be documented on a Vehicle Condition Report by the driver. In addition, all vehicle maintenance and repair activity and costs will be documented. Vehicle data will be organized for summary and analysis.

8. Terms of payment

A. Billing Schedule

- Invoices for any provided services will be billed one week after services are completed.

B. Payment agreement

- All invoices are agreed to be paid within 30 days once received from our office.

9. Conflict of Interest Statement

Star-Dust Tours, Inc. is currently in contract with the City of Montebello for the previous Charter Bus Services contract. Aside from having a current contract in place with the City, our company does not possess any financial, business, or other form of conflict of interest with the City of Montebello.

EXHIBIT “B”

Schedule of Compensation

**City of Montebello
Charter Bus Services
RFP No. 23 – 7**

Enclosure 2 – Cost Proposal

Please list your cost for each of the requested items and the in the PlanetBids electronic form:

Up to 22 passenger bus

Item 1 - \$ 4.50 per mile
Item 2 - \$ 650.00 per hour (up to 5 hours)
Item 3 - \$ 120.00 per hour (5-24 hours)

Up to 35 passenger bus

Item 4 - \$ 5.25 per mile
Item 5 - \$ 700.00 per hour (up to 5 hours)
Item 6 - \$ 120.00 per hour (5-24 hours)

Up to 47 passenger bus

Item 7 - \$ 5.75 per mile
Item 8 - \$ 900.00 per hour (up to 5 hours)
Item 9 - \$ 130.00 per hour (5-24 hours)

Up to 56 passenger bus

Item 10 - \$ 5.75 per mile
Item 11 - \$ 900.00 per hour (up to 5 hours)
Item 12 - \$ 130.00 per hour (5-24 hours)

Rate for School Bus (55+ passengers)

Item 13 - \$ 5.00 per mile
Item 14 - \$ 650.00 per hour (up to 5 hours)
Item 15 - \$ 100.00 per hour (5-24 hours)

Cancellation Rates/Fees

Item 16 - Less than 48hours notice: \$00.00

Miscellaneous Charges/Fee not reflected above (must be itemized):

Item 17 – Description: Fuel Sir Charge (per trip) \$ 40.00
Item 18 – Description: _____ \$ _____
Item 19 – Description: _____ \$ _____

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 Proposals 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 RFP document, including but not limited to, each and every provision of the General Term and Conditions of RFP; and mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature:  Date: 3/10/2023

Name: Frank J. Gonzalez Jr. Title: President

Company Name: Star-Dust Tours, Inc. / dba The Bus Phone: 562-254-0876

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4101 WITH H&L CHARTER CO., INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on April 26, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and H&L CHARTER CO., INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide charter bus services 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 scope of work, 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 the scope of work, 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 2 of 11

billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual not-to-exceed contract amount is Thirty Thousand Dollars (\$30,000).

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 three (3) years and two (2) months from the Effective Date, through June 30, 2026, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 3 of 11

returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable"

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 4 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 5 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 6 of 11

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

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 7 of 11

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.

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 9 of 11

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: H&L Charter Co., Inc.
Attn: Jodi Merritt
1621 E Cedar St.
Ontario, CA 91761
(909) 466-3984
Jodi.merritt@hlcharter.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4101

Page 11 of 11

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

H&L CHARTER CO., INC.

René Bobadilla, City Manager

Jodi Merritt, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Scope of Work



March 16, 2023

**City of Montebello
Charter Bus Services
RFP No 23-7**

RFP Response From:

H & L Charter Co., Inc.
Jodi Merritt, President
1621 E Cedar St
Ontario, CA 91761
Phone - 909-466-3984 ext 102
Email - jodi.merritt@hlcharter.com

1621 E Cedar St
Ontario, CA 91761
909.466.3984
info@hlcharter.com
hlcharter.com



March 16, 2023

**City of Montebello
Charter Bus Services
RFP No 23-7**

Table of Contents

Proposal Content	Page 1
Cover Letter	Page 2
Proposed Scope of Services	Page 3-6
Conflict of Interest Statement	Page 7
Enclosure 1 - References	Page 8
Enclosure 2 - Cost Proposal	Page 9

1621 E Cedar St
Ontario, CA 91761
909.466.3984
info@hlcharter.com
hlcharter.com



March 16, 2023

**City of Montebello
Charter Bus Services
RFP No 23-7**

Appendix A - Proposal Content



March 16, 2023

**City of Montebello
Charter Bus Services
RFP No 23-7**

H & L Charter Co., Inc. is interested in the opportunity to service the City of Montebello's transportation needs for senior programs, youth field trips, community excursions, and other special events as needed.

H & L Charter Co., Inc. has been transporting people in Southern California for over 35 years. We have worked with numerous Cities since the early 1990 providing this same type of service. Reference sheet attached for your review.

With our experience comes a wonderful team dedicated to making sure your citizens have a safe trip to and from their destination.

Dedicated Team Members for the City of Montebello will be:

Crystal Miller - Client Specialist (place orders, updates, confirmations)

Wendy Arany - Accounting Clerk (invoicing)

Trina Rich - Operations (schedule drivers, handles concerns during trip)

A cost proposal is attached.



Proposed Scope of Service

5.0 Scope of Work/Services The City intends to use charter bus services to provide transportation for individuals attending various events. These events include, but are not limited to: senior programs, youth field trips, community excursions, and other special events. Transportation services will be requested on an as-needed basis by designated City staff.

If awarded, the vendor agrees to furnish all equipment, labor, material, personnel, and other items/services necessary for the safe and successful execution of services.

At minimum, the vendor shall:

- Take appropriate steps to protect the safety of patrons who may come in contact with vendor employees.
- Ensure compliance with relevant Department of Transportation and Federal Highway Administration regulations.
- Provide a list of drivers that will be employed along with their driver's license numbers and all proper endorsements.
- Have the capability to provide more than one (1) bus per trip, as required.

H & L Charter Co., Inc. is in compliance with US DOT Regulations (US DOT #282191). Safety is of utmost importance and our team is dedicated towards ensuring a safe journey for all passengers. If awarded the contract H & L Charter Co., Inc. will furnish the driver and fleet list.



- Ensure drivers:

- o Secure, in advance, the safest and most efficient driving directions to and from the scheduled destination(s)

H & L Charter Co., Inc. drivers do follow GPS for guidance to and from locations so that they get up to date, real life traffic.

- o Submit their fingerprints in a manner authorized by the Department of Justice (the City will require a list of drivers who have cleared background checks to be supplied at the commencement of the contract)

H & L Charter Co., Inc. will only send drivers that cleared the DOJ background checks.

- o Are in possession of a valid driver's license with proper endorsements 8 qualifying them to operate vehicles outlined in this RFP

All drivers will have valid driver licenses and endorsements.

- o Be appropriately trained and regularly evaluated for conformance with safety regulations and skills in conformance with all applicable California and Federal regulations

All drivers complete over 40 hours of training upon hire covering all California & Federal regulations as well as H & L Charter Co., Inc. Policy & Procedures.

- o Possess and meet all certifications for transportation of children as required by the State of California Department of Transportation – school bus drivers must have SPAB Certification

H & L Charter Co., Inc. is a SPAB (School Pupil Activity Bus) certified carrier. H & L Charter Co., Inc. will provide SPAB Certified drivers for the City of Montebello.

- o Be professional, courteous, and provide excellent customer service

Upon hire all drivers go through Customer Service Training. It is also a topic at every driver meeting.

- o Are in a qualified Drug and Alcohol testing pool that meets all Federal standards as applicable



All drivers are in a testing pool that meet the requirements of the FMCSA Drug & Alcohol Program.

- o Be available for contact at any time during services

All drivers have access via cell phone. Driver names & numbers will be available 24 hours prior to departure.

- o Provide an emergency contact phone number during all hours of each service

We have dispatch available 24/7 at 909-208-0761.

- o Ensure vehicles and contents are secure at all times

Drivers are to lock vehicles at all times.

- o Secure parking locations and pay for all tolls and parking expenses. Parking expenses shall be reimbursed to the contractor by the City, upon receipt of invoice(s)

Parking expenses will be added to the final invoice.

• All buses provided for the scheduled services shall be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines. Additionally, buses must:

- o Have ADA wheelchair lifts or ramps.

H & L Charter Co., Inc. has (2) ADA accessible lift vehicles.

- o Not be older than ten (10) years.

H & L Charter Co., Inc. will ensure that the vehicles provided meet the City of Montebello's age requirement.

- o Depart and return to City designated locations.

Complete addresses of locations are requested when orders are placed.

- o Arrive, at minimum, 20 minutes prior to scheduled departure time.

If the instructions are for the group to depart at 8:00am, H & L Charter Co., Inc. will arrive by 7:40am.

- o Be clean, litter free, well-maintained with working electrical equipment and in good working condition prior to departure.

H & L Charter Co., Inc. has a dedicated detail crew that cleans each vehicle after it returns to our terminal. We also have a team of maintenance techs that have a preventative maintenance program in



place. Drivers do safety checks before and at the end of each shift and report defects to the maintenance staff.

- o Carry on-board first aid kits.

First aid kits can be added to your request item list.

- o Be equipped with heat and air conditioning (charter buses) and shall be in excellent condition, clean, sanitized, and stocked.

H & L Charter Co., Inc. has a dedicated detail crew that cleans each vehicle after it returns to our terminal. We also have a team of maintenance techs that have a preventative maintenance program in place. Drivers do safety checks before and at the end of each shift and report defects to the maintenance staff.

- o Have “kneeling” capabilities in order to assist those with limited mobility.

The only vehicles we have with no kneeling capabilities are our 14 passenger Mercedes Benz Sprinter vans.

- o Have a functioning cell phone with each driver at all times.

Each driver carries a cell phone and has a bluetooth device to be hands free.

Contractor shall also:

- o Agree to allow the City the reserved right to reduce the number of passengers/buses and bus size as initially requested or to cancel an excursion within 48 hours advance notice without charge.

- o Notify the City of alterations and/or cancellations at a minimum 48 hours in advance.

H & L Charter Co., Inc. agrees to the above statements.

All proposals shall include turnkey pricing for all services requested. All quantities are approximate, and the City reserves the right to reasonably increase or decrease the amounts and change specifications upon award. It should be noted that the City may consider selecting multiple vendors to provide services to ensure availability. If multiple vendors are selected, they may be awarded all or some of the items identified in the scope of work.

Understood.



March 16, 2023

**City of Montebello
Charter Bus Services
RFP No 23-7**

Conflict of Interest Statement

H & L Charter Co., Inc, and its employees have no financial, business or other relationships with the City of Montebello that would have an impact on this selection process.

EXHIBIT “B”

Schedule of Compensation

**City of Montebello
Charter Bus Services
RFP No. 23 – 7**

Enclosure 2 – Cost Proposal

Please list your cost for each of the requested items and the in the PlanetBids electronic form:

Up to 22 passenger bus ← 14 PAX VAN

Item 1 - \$ 5.75 per mile
Item 2 - \$ 150.00 per hour (up to 5 hours)
Item 3 - \$ 150.00 per hour (5-24 hours)

Up to 35 passenger bus

Item 4 - \$ 6.00 per mile
Item 5 - \$ 170.00 per hour (up to 5 hours)
Item 6 - \$ 150.00 per hour (5-24 hours)

Up to 47 passenger bus

Item 7 - \$ 6.25 per mile
Item 8 - \$ 180.00 per hour (up to 5 hours)
Item 9 - \$ 165.00 per hour (5-24 hours)

Up to 56 passenger bus

Item 10 - \$ 6.50 per mile
Item 11 - \$ 190.00 per hour (up to 5 hours)
Item 12 - \$ 180.00 per hour (5-24 hours)

Rate for School Bus (55+ passengers)

Item 13 - \$ NA per mile
Item 14 - \$ NA per hour (up to 5 hours)
Item 15 - \$ NA per hour (5-24 hours)

Cancellation Rates/Fees

Item 16 - Less than 48hours notice: Full price of trip

Miscellaneous Charges/Fee not reflected above (must be itemized):

Item 17 – Description: Sanitization Fee, per vehicle \$ 25.00
Item 18 – Description: Fuel Surcharge \$ if fuel goes above \$6.00
Item 19 – Description: DRIVER GRATUITY \$ 10% per gallon.

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 Proposals 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 RFP document, including but not limited to, each and every provision of the General Term and Conditions of RFP; and mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature: Jodi Merritt Date: 8/16/2023

Name: Jodi Merritt Title: President

Company Name: HEL Charter Co Inc Phone: 909 466 3984



ITEM # 13

**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: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-12) FOR AN ADAPTIVE PROGRAMMING EXPANSION AND ACCESSIBILITY ASSESSMENT

DATE: April 26, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to schedule and host an Abilities Fair in March of 2024; and
2. Authorize staff to issue a Request for Proposals ("RFP") for an Accessibility Assessment for the Recreation and Community Services Department; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff is working to improve the City of Montebello's adaptive programming and accessibility to park facilities, events, and programs within the Recreation and Community Services Department. To do so, the Department would like to add an annual Abilities Fair, increase Adaptive Recreation Programs, and assess facilities, programs, and special event sites for improvements to accessibility.

The Department is reviewing plans to host an annual Abilities Fair to offer resources and information for the disabled community. In order to host an annual Abilities Fair, the estimated cost for staffing, including members of the Recreation and Community Services Department, will be \$2,000. Additionally, estimated costs for supplies, advertising, contract services, and materials for the event are estimated to be \$8,000. The total estimated cost to develop and operate an Abilities Fair will be \$10,000 per fiscal year.

While the City currently offers adaptive baseball programming, it wishes to expand

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 2 of 3

offerings year-round. Therefore, the City plans to partner with a local non-profit agency, KEEN Los Angeles ("KEEN"), which has over 30 years' experience providing sports related programming for those with disabilities. Estimated costs for the partnership which would provide coaches, equipment, and necessary supplies for the programming is estimated to be \$10,000 per fiscal year. The City is currently researching other partners and/or certifying City staff to not only enhance adaptive baseball, but offer other sports programming to coincide with the City's established youth sports program. Expansion of the City staff-operated programs is estimated to cost a total of \$30,000 in specialty supplies and materials, adaptive sports staff certification, and staffing costs.

Lastly, it is anticipated that an Accessibility Assessment ("Assessment") for the Recreation and Community Services Department will not exceed \$30,000. The Assessment aims to make recommendations to the City to address any gaps in accessibility at the City's park sites, amenities and playgrounds specific to park grounds where adaptive and special needs programming and events will take place. The cost of the Assessment will be included in the Department's Fiscal Year 2023-24 budget.

Staff will work through the FY 2023-24 budget development process to include sufficient funding for the increased adaptive recreation programs, Abilities Fair, and the accessibility study. Funding for these program and the study will be included in the FY 2023-24 budget. If necessary, depending on the proposed cost of the accessibility study, Staff will return for City Council approval of the agreement should it cost \$50,000 or more, per the City's Municipal Code Section 3.20 et al.

BACKGROUND/DISCUSSION:

The expansion of adaptive programming within the Recreation and Community Services Department aims to ensure that individuals of all ability levels have an equal opportunity to engage in recreation programs and promote disability awareness in the community. The City currently offers adaptive baseball and would like to begin offering an annual Abilities Fair and additional adaptive sports programs to offer year-round activities. The addition of these programs will serve to provide opportunities for social interaction and physical activity for those with physical and/or developmental disabilities.

The Recreation and Community Services Department is proposing to host an annual Abilities Fair, with the first event taking place in March of 2024. March is celebrated as National Disabilities Awareness Month and the City would like to show support for this community by hosting an Abilities Fair. The fair will feature informational booths, demonstrations and resources available for those with disabilities.

The partnership with KEEN aligns with the City's vision of offering year-round adaptive sports programming, making recreation opportunities available through improved equitable access, and fostering social and physical well-being for all in the Montebello community. The Recreation and Community Services Department will oversee the programs and the partnering agency will provide coaches, equipment, and supplies for each sports program offered.

To ensure the City's parks and park facilities can properly accommodate adaptive

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 26, 2023

Page 3 of 3

programming and events, the Department is seeking a consultant to complete an accessibility assessment of its current park grounds, playgrounds, and amenities to assess if there are elements that adversely affect the full participation of individuals with disabilities. To date, the City has begun taking action to identify and address accessibility barriers within the City. In 2019, the City completed its Parks Master Plan and Facilities Needs Assessment. The Facilities Needs Assessment identified potential accessibility issues at park facilities and restrooms and recommended a more comprehensive study. In 2021, the City issued RFP 21-18 and awarded a contract to develop an American with Disabilities Act ("ADA") Self Evaluation and Transition Plan for the City. The Public Works Department is currently in the process of finalizing the plan and it will include park facilities, restrooms, parking lots, and paths of travel. The Assessment being proposed for the Recreation and Community Services Department would expand upon these assessments and ensure that specific areas of the City's parks can properly accommodate future adaptive programming.

The RFP scope that the Department is proposing will include a physical accessibility assessment of any park grounds, playgrounds, and amenities that were not included in the ongoing ADA Self Evaluation and Transition Plan, where programs, services, and activities occur or could occur. The assessment will use federal and state regulations, along with "best practices" to identify and determine deficiencies in accessibility. The consultant will produce a final report which will include all findings, make recommendations to address the findings, and the cost for each recommendation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize staff to proceed with scheduling and hosting an Abilities Fair in March 2024 and authorize staff to issue a Request for Proposals for an Accessibility Assessment for the Recreation and Community Service Department.

ATTACHMENT(S)

1. Attachment A - DRAFT RFP 23-12

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23-12
Park Amenities Accessibility Assessment

Release Date: TBD
Due Date: TBD

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Vendors to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your Vendor qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

TBD

THE PROJECT

Park Amenities Accessibility Assessment

THE OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 ext. 374
Contact E-Mail: laguilar@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by TBD, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids prior to being able to view or bid on any RFP. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

Table of Contents	Page
1.0 Notice Inviting Proposals	4
2.0 Introduction/About the City of Montebello	5
3.0 Timeline	7
4.0 Purpose	7
5.0 Scope of Work	7
6.0 Proposal Submittal	9
7.0 Evaluation of Proposal	9
8.0 Proposal Protests	9
9.0 Execution of Agreement	11
10.0 Insurance	11
11.0 Non-Commitment of City	13
12.0 Labor Requirements	13
13.0 Records	13
14.0 Subcontractors	14
15.0 Modifications/Changes	14
16.0 Disclosure of Information	14
17.0 City of Montebello Rights	14

Appendix A – Proposal Content and Format

Appendix B - Sample Professional Services Agreement

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors/businesses to conduct an Accessibility Assessment and Transition Plan of the Recreation and Community Services Department's park facilities and sites following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23-12. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective bidders must register their business with PlanetBids prior to being able to view or bid on any RFP.

Questions must be submitted no later than **TBD, at 11:00 a.m. PST.**

Responses must be submitted via PlanetBids by **TBD, at 11:00 a.m. PST.**

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

DATE OF SOLICITATION: TBD

***QUESTIONS DEADLINE:** TBD at 11:00 a.m. PST

****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS***

SUBMITTAL DUE DATE: TBD at 11:00 a.m. PST

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

2.0 Introduction

The City of Montebello, hereinafter referred to as the City, invites qualified Vendors to submit written proposals for providing the Design, Digital Hosting and Printing Services for the publication of the Parks and Recreation Guide. Should an award be made, the selected Proposer will enter into an agreement with the City of Montebello to provide these services.

Responses are due no later than TBD, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, Vendors must register as a vendor in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839> and click "New Vendor Registration."

All responses to this opportunity must conform to this Request for Proposals (RFP) requirements. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City of Montebello shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that the City Attorney's Office determines to be exempt from disclosure under the California Public Records Act or any other applicable state and/or federal law.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is a 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen community through people, parks & programs.

The department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthen Montebello's image and offer a sense of community, thereby supporting economic development, increasing public engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintain budgetary control and fiscal responsibility for the department, grants management, strategic planning, interdepartmental coordination, and collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community based organizations.

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

Programs & Services

The Department provides innovative community programs, staff run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promote needed senior resource programs to reinforce this group's quality of life, health and well-being. By providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation among others.

Special Events

The Department of Recreation and Community Services is responsible for coordinating special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest

Sports

Staff coordinate sports programs and field rentals for all community members and sports organizations. Staff have developed and oversee the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; as well as a summer swimming team.

3.0 Timeline

- | | |
|---|-------------------|
| • Release RFP | TBD |
| • Online Q&A Deadline | TBD at 11a.m. PST |
| • Deadline to Submit Responses via PlanetBids | TBD at 11a.m. PST |
| • City Review of Qualification Submissions | TBD |
| • Notifications Sent to Vendors | Anticipated TBD |

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

- Award

Anticipated TBD

4.0 Purpose

Through this opportunity, the City of Montebello intends to obtain the services of a qualified firm to provide annual playground inspections of all City-owned playgrounds by a **Certified Playground Safety Inspector (CPSI)** and provide Parks Amenities Accessibility Assessment for the Recreation and Community Services Department's park playground and amenities and to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City of Montebello is interested in awarding a professional services agreement to conduct an accessibility evaluation of the Recreation and Community Services Department's park playgrounds and amenities as listed in Appendix C. Additionally, the City desires to obtain the services of a qualified firm to provide annual playground inspections of all City-owned playgrounds by a Certified Playground Safety Inspector (CPSI).

Upon acceptance of the successful response to this RFP, the selected Vendor will utilize the Scope of Work as part of the contract entered into with the City. The selected Vendor will be expected to perform all technical and other analyses necessary to complete the Scope of Work.

The following items will be required and should be addressed in the proposal:

1. The Vendor shall perform an initial investigation and document review. Aspects of this initial investigation shall include:
 - a. Review existing City accessibility related documents, facility condition assessments, as-built drawings, and any other related and necessary reports.
 - b. Review all applicable City and regulatory agency policies and procedures related to accessibility including all local, county, state, and federal policies, laws, regulations, and guidelines.
2. The Vendor shall meet with City staff at least three times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and City staff meetings deemed necessary by the Vendor.
3. The Vendor shall develop the procedures and forms needed to conduct field surveys and the assessment.
4. The Vendor shall conduct assessment surveys with field investigations of identified park amenities, and open space in Montebello that provide programs, services, or activities to the public, as appropriate. The surveys will identify physical barriers that could limit accessibility.
5. Based on the surveys and investigations, the Vendor will develop reports which shall include:
 - a. Executive summary.
 - b. Barrier description and severity rating to measure relative impact to access.
 - c. Digital photograph(s) and documentation of each barrier.
 - d. Reference drawings/maps showing the specific location of the barrier.
 - e. Proposed solution(s) to eliminate the barrier.
 - f. Individual cost estimates for each solution.
6. The Vendor shall build upon existing information and develop the comprehensive Park

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

Amenities Accessibility Assessment based upon the result of barrier assessments, policy review and City staff guidance.

7. The resulting report shall include all requisite information necessary information to meet the scope of work outlined in this RFP which may include the following:
 - a. Methodology for the assessment of accessibility.
 - b. Summary of the findings of the assessment of playgrounds and amenities
 - c. Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation.
 - d. Cost estimates of remediation measures.
 - e. Implementation schedule that includes milestones or measures of achievement for monitoring implementation.
 - f. Procedures for addressing grievances.
8. The Vendor shall develop a preliminary cost estimate technical submittal with an executive summary. Microsoft Excel files of all cost estimates shall also be submitted to the City.
9. The Vendor shall provide a cost estimate for annual playground inspections of all nine (9) City-owned playgrounds by a Certified Playground Safety Inspector (CPSI).
10. The Vendor shall provide five (5) bound copies of the final Accessibility Assessment, as well as editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps associated with the field investigations and facility evaluations shall be delivered to City staff.

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

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

Qualifications as they relate to this project (60%)

- Responsiveness and completeness of the proposal
- Background, team qualifications, and overall experience
- Understanding and approach

Reputation for integrity and competence (20%)

- Positive Reference Checks

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

- Work Samples
- Proposed Fees and Charges for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Recreation for determination. Protest must be submitted to the Director of Recreation by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
The City of Montebello
Attn: Director of Recreation
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
dsosnowski@cityofmontebello.com

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

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 Recreation 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 with 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 required and provided herein shall constitute 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, 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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

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

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-

Park Amenities Accessibility Assessment Request for Proposals (RFP) No. 23-12

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 provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

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 Consultant/Vendor and as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant/Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant/Vendor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Consultant/Vendor 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.

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

13.0 Records

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

14.0 Subcontractors

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

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 Consultant/Vendor. These changes will be processed through the City Manager.

16.0 Disclosure of Information

A. The Consultant/Vendor 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 Consultant/Vendor shall be used exclusively in connection with the performance of services.

B. The Consultant/Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

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 Consultant/Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- iii. The Consultant/Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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 – City of Montebello Facility List

**City of Montebello
Accessibility Assessment and Transition Plan
RFP No.**

Appendix A – Proposal Content and Format

Proposal Content

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

1. **Cover Letter** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort. Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully and technologies you would employ. Also, describe what information you would expect the City to supply.

2. **Relevant Experience** – Please include a brief statement of relevant experience within the last three (3) years.

Please also include three (3) references (Enclosure 1).

3. **Cost Proposal** – Cost proposal (Enclosure 2):

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

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

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables.

Please provide digital samples of accessibility assessments your business has produced in the last three (3) years.

5. **Conflict of Interest Statement** - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Vendor does not have any such conflicts, a statement declaring such should be included in

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

their submission.

All proposals must be submitted using the PlanetBids Portal by TBD, 2023, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

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

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**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

ENCLOSURE 1 – REFERENCES

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

ENCLOSURE 2 – COST PROPOSAL

The proposal includes all labor necessary to perform site evaluations and labor necessary to prepare reports and documents, including the cost of any transportation and other expenses.

Park Amenities Accessibility Assessment \$ _____

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item: _____ \$ _____
Item: _____ \$ _____
Item: _____ \$ _____

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: _____
Name: _____ Title: _____
Company Name: _____ Phone: _____

APPENDIX B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (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 [REDACTED] 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. [REDACTED]
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 [REDACTED] 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.

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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:

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

- **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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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.

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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]

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

If to Consultant: Consultant Name
Attn:
Address
City, CA #####
(###) ###-####
Email <mailto:YKimHarabedian@cityofmontebello.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

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

**Park Amenities Accessibility Assessment
Request for Proposals (RFP) No. 23-12**

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

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 “A”

Request for Proposals for Services and Contractor’s Proposal

DRAFT

EXHIBIT “B”

Schedule of Compensation

DRAFT

APPENDIX C PARKS AND AMENITY LIST

PARKS

PARK	ADDRESS	AMENITIES TO SURVEY
REGGIE RODRIGUEZ PARK	200 W. MINES AVE	PLAYGROUND, BASKETBALL COURTS
HOLIFIELD PARK	1060 S. GREENWOOD AVE	PLAYGROUND, BASEBALL FIELD
CATHY HENSEL YOUTH CENTER	236 GEORGE HENSEL DR.	BASKETBALL COURTS
MONTEBELLO CITY PARK	1301 W. WHITTIER BLVD.	2 PLAYGROUNDS, 2 TENNIS/PICKLEBALL COURTS, BASKETBALL COURTS
GRANT REA PARK	600 REA DR.	PLAYGROUND
POTRERO HEIGHTS PARK	8051 ARROYO DR.	PLAYGROUND
ASHIYA PARK	2700 W. BEVERLY BLVD.	2 PLAYGROUNDS
ACUNA PARK	1700 W. VICTORIA AVE	PLAYGROUND



ITEM # 14

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-27 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED APRIL 26, 2023**

RESOLUTION NO. 23-27
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.1550, consisting of 8 pages, and including:

Warrant No.

General: Check No. 599506 through 599629
ACH No. 3924 through 4030

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 26th day of April 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-27

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-27 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 26th day of April 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. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
General Account					
3924	04/06/2023	\$1,085.60	SUPPLIES	3163	BANK OF AMERICA
3925	04/06/2023	\$39.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3926	04/06/2023	\$801.48	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3927	04/06/2023	\$184.19	FUEL	3163	BANK OF AMERICA
3928	04/06/2023	\$39.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3929	04/06/2023	\$77.56	SUPPLIES	3163	BANK OF AMERICA
3930	04/06/2023	\$630.37	SUPPLIES	3163	BANK OF AMERICA
3931	04/06/2023	\$39.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3932	04/06/2023	\$141.40	FUEL	3163	BANK OF AMERICA
3933	04/06/2023	\$1,633.57	SUPPLIES	3163	BANK OF AMERICA
3934	04/06/2023	\$39.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3935	04/06/2023	\$119.61	SUPPLIES	3163	BANK OF AMERICA
3936	04/06/2023	\$2,620.51	SUPPLIES	3163	BANK OF AMERICA
3937	04/06/2023	\$3,426.56	RETIREMENT	17	CAL PERS
3938	04/06/2023	\$236,739.11	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3939	04/06/2023	\$234,838.88	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3940	04/06/2023	\$249,277.27	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3941	04/06/2023	\$247,901.88	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3942	04/06/2023	\$246,695.21	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3943	04/06/2023	\$2,600.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3944	04/06/2023	\$24,204.15	RETIREMENT	17	CAL PERS
3945	04/06/2023	\$11,397.57	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3946	04/06/2023	\$3,011.48	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3947	04/06/2023	\$13,571.83	PENSION/RETIREMENT PAYABLE	17	CAL PERS
3948	04/06/2023	\$2,250.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
3949	04/06/2023	\$300.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
3950	04/06/2023	\$127.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
3951	04/06/2023	\$101,781.88	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
3952	04/06/2023	\$1,063.61	SAFETY PROGRAM	2586	AMAZON CAPITAL SERVICES INC



City of Montebello
Register of Demands No. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
3953	04/06/2023	\$211.68	SUPPLIES	62880	AMERICAN MARKER
3954	04/06/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
3955	04/06/2023	\$360,937.60	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
3956	04/06/2023	\$1,438.82	CONTRACT SERVICES	21690	COLUMBIA BUSINESS FORMS INC
3957	04/06/2023	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3958	04/06/2023	\$176.06	TRAVEL & MEETINGS	3384	ALICIA FERNANDEZ
3959	04/06/2023	\$24,254.49	CONTRACT SERVICES	371	FLO-SERVICES INC
3960	04/06/2023	\$500.00	CONTRACT SERVICES	2956	GLADWELL GOVERNMENTAL SERVICES INC
3961	04/06/2023	\$135.54	SALES TAX LIABILITY	22560	H & H AUTO PARTS WHOLESALE
3962	04/06/2023	\$1,922.12	SUPPLIES	26670	LIFE-ASSIST INC
3963	04/06/2023	\$391.05	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
3964	04/06/2023	\$7,200.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
3965	04/06/2023	\$105.00	CONTRACT SERVICES	3574	MARIA GORYAN MAGDESYAN
3966	04/06/2023	\$130.00	TRAINING	3778	LAWRENCE MOON
3967	04/06/2023	\$575.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
3968	04/06/2023	\$816.35	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
3969	04/06/2023	\$1,373.43	CONTRACT SERVICES	19250	N/S CORPORATION
3970	04/06/2023	\$87,517.38	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3971	04/06/2023	\$1,035.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
3972	04/06/2023	\$628.54	SUPPLIES	1120	BLUETRITON BRANDS INC
3973	04/06/2023	\$510.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
3974	04/06/2023	\$31,058.16	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3975	04/06/2023	\$264.68	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3976	04/13/2023	\$1,423.69	SUPPLIES	3163	BANK OF AMERICA
3977	04/13/2023	\$3,290.92	TRAINING	3163	BANK OF AMERICA
3978	04/13/2023	\$3,138.74	FURNITURE & FIXTURES PURCHASES	3163	BANK OF AMERICA
3979	04/13/2023	\$1,315.89	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3980	04/13/2023	\$4,656.70	PERMITS AND FEES	3163	BANK OF AMERICA
3981	04/13/2023	\$2,564.13	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
3982	04/13/2023	\$4,110.05	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
3983	04/13/2023	\$2,991.04	TRAINING	3163	BANK OF AMERICA
3984	04/13/2023	\$1,376.35	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3985	04/13/2023	\$50.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3986	04/13/2023	\$93.58	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3987	04/13/2023	\$269.33	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3988	04/13/2023	\$1,870.92	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
3989	04/13/2023	\$695.16	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
3990	04/13/2023	\$186.83	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
3991	04/13/2023	\$725.24	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
3992	04/13/2023	\$1,435.28	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3993	04/13/2023	\$6.60	SUPPLIES	3163	BANK OF AMERICA
3994	04/13/2023	\$2,567.87	SUPPLIES	3163	BANK OF AMERICA
3995	04/13/2023	\$472,817.59	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
3996	04/13/2023	\$4,579.23	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3997	04/13/2023	\$3,085.63	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3998	04/13/2023	\$17,123.12	CONTRACT SERVICES	2102	JOHN P BEROKOFF
3999	04/13/2023	\$7,184.34	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4000	04/13/2023	\$778.65	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
4001	04/13/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
4002	04/13/2023	\$136.00	CONTRACT SERVICES	23660	DAIOHS USA
4003	04/13/2023	\$3,484.03	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
4004	04/13/2023	\$1,460.87	SALES TAX LIABILITY	22560	H & H AUTO PARTS WHOLESALE
4005	04/13/2023	\$16,690.63	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
4006	04/13/2023	\$618.18	TRAINING	3998	RAMONA LANGER
4007	04/13/2023	\$12,238.04	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
4008	04/13/2023	\$40,755.97	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4009	04/13/2023	\$1,981.72	CONTRACT SERVICES	2974	MULTI W SYSTEMS INC
4010	04/13/2023	\$2,680.00	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
4011	04/13/2023	\$26,202.35	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4012	04/13/2023	\$1,500.00	CONTRACT SERVICES	3147	PMC PLUMBING INC



City of Montebello
Register of Demands No. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
4013	04/13/2023	\$915.13	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
4014	04/13/2023	\$461.53	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4015	04/13/2023	\$176.62	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4016	04/13/2023	\$1,389.15	DUES & SUBSCRIPTIONS	1644	TRITECH SOFTWARE SYSTEMS
4017	04/13/2023	\$334.45	SUPPLIES	3066	V & V MANUFACTURING INC
4018	04/13/2023	\$150.35	CONTRACT SERVICES	3140	WEX HEALTH INC
4019	04/13/2023	\$1,626.99	SUPPLIES	3163	BANK OF AMERICA
4020	04/13/2023	\$94.20	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
4021	04/13/2023	\$1,021.44	FUEL	3163	BANK OF AMERICA
4022	04/13/2023	\$89.24	SUPPLIES	3163	BANK OF AMERICA
4023	04/13/2023	\$194.41	SUPPLIES	3163	BANK OF AMERICA
4024	04/13/2023	\$1,334.86	SUPPLIES	3163	BANK OF AMERICA
4025	04/13/2023	\$882.06	SUPPLIES	3163	BANK OF AMERICA
4026	04/13/2023	\$135.29	SUPPLIES	3163	BANK OF AMERICA
4027	04/13/2023	\$818.51	SUPPLIES	3163	BANK OF AMERICA
4028	04/13/2023	\$255.02	UTILITY SERVICES	3163	BANK OF AMERICA
4029	04/13/2023	\$76.40	SUPPLIES	3163	BANK OF AMERICA
4030	04/13/2023	\$471.56	SUPPLIES	3163	BANK OF AMERICA
ACH TOTAL		\$2,598,556.54			
599506	04/06/2023	\$558.05	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
599507	04/06/2023	\$996.90	CONTRACT SERVICES	3932	AAVCO ELECTRIC, INC.
599508	04/06/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
599509	04/06/2023	\$131.25	CONTRACT SERVICES	3577	ACTION DOOR REPAIR CORPORATION
599510	04/06/2023	\$424.85	UTILITY SERVICES	39550	AT&T
599511	04/06/2023	\$16,234.58	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
599512	04/06/2023	\$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
599513	04/06/2023	\$32,550.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
599514	04/06/2023	\$3,300.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLERS OFFICE
599515	04/06/2023	\$1,159.72	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



City of Montebello
Register of Demands No. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
599516	04/06/2023	\$883.50	CONTRACT SERVICES	40850	MARIA E CASAS
599517	04/06/2023	\$8,691.19	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
599518	04/06/2023	\$7,988.68	SALES TAX LIABILITY	950	CUMMINS INC
599519	04/06/2023	\$1,225.00	CONTRACT SERVICES	2759	D F POLYGRAPH
599520	04/06/2023	\$569.50	ADVERTISING/PRINTING SERVICES	3492	DP TRADING
599521	04/06/2023	\$259.48	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
599522	04/06/2023	\$1,261.72	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
599523	04/06/2023	\$172.64	SUPPLIES	55650	GALLS LLC
599524	04/06/2023	\$10,392.41	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
599525	04/06/2023	\$258.96	TRAVEL & MEETINGS	3454	KIMBERLY GUILLEN
599526	04/06/2023	\$3,817.75	SUPPLIES	2728	H & V CUSTOM OFFICE CUBICLES CORP
599527	04/06/2023	\$3,647.87	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
599528	04/06/2023	\$238.21	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN INC
599529	04/06/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
599530	04/06/2023	\$3,600.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
599531	04/06/2023	\$6,359.68	CONTRACT SERVICES	2539	JL GROUP LLC
599532	04/06/2023	\$150.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
599533	04/06/2023	\$2,500.00	DUES & SUBSCRIPTIONS	3134	ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY
599534	04/06/2023	\$10,675.00	CONTRACT SERVICES	3523	LYNX ELECTRICAL & TELECOMMUNICATIONS INC
599535	04/06/2023	\$164.50	CONTRACT SERVICES	41130	MIHM INC
599536	04/06/2023	\$3,372.01	SUPPLIES	43370	MIRACLE PLAYGROUND SALES
599537	04/06/2023	\$12,897.81	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
599538	04/06/2023	\$1,200.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
599539	04/06/2023	\$505.18	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
599540	04/06/2023	\$6,600.00	CONTRACT SERVICES	3942	NATIONAL GOLF FOUNDATION CONSULTING, INC.
599541	04/06/2023	\$650.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
599542	04/06/2023	\$1,119.10	CONTRACT SERVICES	41180	MANUEL NUNEZ
599543	04/06/2023	\$55.64	SUPPLIES	15620	OFFICE DEPOT INC
599544	04/06/2023	\$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
599545	04/06/2023	\$46.85	UTILITY SERVICES	100	PICO WATER DISTRICT



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
599546	04/06/2023	\$325.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
599547	04/06/2023	\$6,566.78	CONTRACT SERVICES	3279	PROCURE AMERICA INC
599548	04/06/2023	\$690.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
599549	04/06/2023	\$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
599550	04/06/2023	\$5,270.54	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
599551	04/06/2023	\$975.69	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
599552	04/06/2023	\$33,473.30	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599553	04/06/2023	\$100.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
599554	04/06/2023	\$396.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
599555	04/06/2023	\$6,933.66	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599556	04/06/2023	\$6,110.10	SUPPLIES	69680	TRIANGLE SPORTS INC
599557	04/06/2023	\$7,426.33	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
599558	04/06/2023	\$284.67	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
599559	04/06/2023	\$8,103.74	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
599560	04/06/2023	\$4,035.00	TRAINING	11430	WESTGATE CENTER FOR LEADERSHIP
599561	04/06/2023	\$2,048.00	CONTRACT SERVICES	3941	UNLIMITED POWER SOLUTIONS
599562	04/06/2023	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
599563	04/06/2023	\$6,628.25	UTILITY SERVICES	23610	VERIZON WIRELESS
599564	04/06/2023	\$5,437.06	FRINGE BENEFITS	58990	VISION SERVICE PLAN
599565	04/06/2023	\$3,140.47	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER
599566	04/06/2023	\$22,650.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
599567	04/06/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
599568	04/06/2023	\$1,904.00	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
599569	04/13/2023	\$59.03	UTILITY SERVICES	1732	AT&T CORP
599570	04/13/2023	\$6,633.75	SALES TAX LIABILITY	113	ALACO LADDER COMPANY
599571	04/13/2023	\$440.00	CONTRACT SERVICES	3488	ASPIRE RX INC
599572	04/13/2023	\$2,461.11	UTILITY SERVICES	39550	AT&T
599573	04/13/2023	\$4.41	UTILITY SERVICES	39550	AT&T
599574	04/13/2023	\$750.00	CONTRACT SERVICES	3561	CALI TRANSLATIONS LLC
599575	04/13/2023	\$416.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE



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599576	04/13/2023	\$7,315.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599577	04/13/2023	\$996.55	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599578	04/13/2023	\$5,566.87	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599579	04/13/2023	\$95.32	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
599580	04/13/2023	\$2,820.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
599581	04/13/2023	\$942.35	SALES TAX LIABILITY	950	CUMMINS INC
599582	04/13/2023	\$225.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
599583	04/13/2023	\$42,118.22	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
599584	04/13/2023	\$225.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
599585	04/13/2023	\$869.84	CONTRACT SERVICES	3982	EVERNOTH CARE SOLUTIONS, INC
599586	04/13/2023	\$1,100.00	VEHICLE MAINTENANCE/EXPENSES	3501	FAILSAFE TESTING LLC
599587	04/13/2023	\$2,376.15	SALES TAX LIABILITY	1528	FAN4LIFEDECALS
599588	04/13/2023	\$346.54	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
599589	04/13/2023	\$450.00	GENERAL GOVERNMENT	4031	MARGARITA GARCIA
599590	04/13/2023	\$250.00	GENERAL GOVERNMENT	4032	FRANCISCO GARIBAY
599591	04/13/2023	\$300.00	CONTRACT SERVICES	4016	GEIGER & ASSOCIATES, MARRIAGE & FAMILY THERAPY, INC
599592	04/13/2023	\$711.99	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
599593	04/13/2023	\$1,733.56	SUPPLIES	3914	GRAFIX SYSTEMS
599594	04/13/2023	\$703.05	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
599595	04/13/2023	\$1,584.00	TRAVEL & MEETINGS	2245	HOTEL2SUITES LLC
599596	04/13/2023	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
599597	04/13/2023	\$535.94	ADVERTISING/PRINTING SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
599598	04/13/2023	\$961.34	CONTRACT SERVICES	790	CITY OF MONTEBELLO PETTY CASH
599599	04/13/2023	\$791.32	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
599600	04/13/2023	\$100.00	PARKS AND RECREATION	4028	ANABEL NAVAR
599601	04/13/2023	\$205.94	SUPPLIES	15620	OFFICE DEPOT INC
599602	04/13/2023	\$3,750.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
599603	04/13/2023	\$243.92	RETIREMENT	42490	LINDA PAYAN
599604	04/13/2023	\$150.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
599605	04/13/2023	\$1,031.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC



City of Montebello
Register of Demands No. 1550
From Payment Date 03/31/23 - To Payment Date 04/13/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEN	VENDOR NAME
599606	04/13/2023	\$298.31	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
599607	04/13/2023	\$406.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
599608	04/13/2023	\$20,576.42	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
599609	04/13/2023	\$106.25	TRAVEL & MEETINGS	2285	RYAN SALDIVAR
599610	04/13/2023	\$250.00	GENERAL GOVERNMENT	4029	CHRISTINE SERNA
599611	04/13/2023	\$4,302.66	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
599612	04/13/2023	\$128,801.50	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599613	04/13/2023	\$44,782.01	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
599614	04/13/2023	\$11,385.33	OTHER GROUP INSURANCE PAYABLE	25850	STANDARD INSURANCE COMPANY
599615	04/13/2023	\$936.50	CONTRACT SERVICES	3397	STERICYCLE INC
599616	04/13/2023	\$885.97	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
599617	04/13/2023	\$250.00	GENERAL GOVERNMENT	4030	PASCUAL TELLES
599618	04/13/2023	\$2,247.63	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599619	04/13/2023	\$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
599620	04/13/2023	\$2,508.16	UTILITY SERVICES	72570	US TELEPACIFIC CORP
599621	04/13/2023	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
599622	04/13/2023	\$47,861.90	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
599623	04/13/2023	\$334.67	SUPPLIES	45120	ULINE INC
599624	04/13/2023	\$1,235.86	SALES TAX LIABILITY	3450	VALLEY POWER SYSTEMS INC
599625	04/13/2023	\$663.71	SUPPLIES	9470	W W GRAINGER INC
599626	04/13/2023	\$304.15	CONTRACT SERVICES	3572	JIM WARINO
599627	04/13/2023	\$1,134.47	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
599628	04/13/2023	\$4,084.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
599629	04/13/2023	\$25,325.28	CONTRACT SERVICES	3731	YUNEX LLC
CHECK TOTAL		\$674,818.76			
GRAND TOTAL		\$3,273,375.30			



ITEM # 15

**APPROVAL OF MINUTES: APPROVAL OF MINUTES: FEBRUARY 8, 2023
SPECIAL CITY COUNCIL MEETING; FEBRUARY 8, 2023 CITY COUNCIL AND
PUBLIC FINANCING AUTHORITY JOINT MEETING; FEBRUARY 13, 2023
ADJOURNED SPECIAL COUNCIL MEETING; FEBRUARY 13 2023 ADJOURNED
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING;
FEBRUARY 22, 2023 CITY COUNCIL AND SUCCESSOR AGENCY JOINT
MEETING; MARCH 8, 2023 CITY COUNCIL MEETING; AND MARCH 22, 2023 CITY
COUNCIL MEETING**



**CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING**

MINUTES

WEDNESDAY, FEBRUARY 8, 2023 AT 5:00 PM

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

OPENING CEREMONIES

CALL TO ORDER

Mayor Pro Tem Peralta called the City Council and Public Financing Authority Joint Regular Meeting to order at 5:08 p.m., concurrently with the Special City Council Meeting of February 8, 2023.

ROLL CALL

Members present were Mayor Pro Tem Peralta, Councilmember Melendez, Councilmember Jimenez, and Councilmember Tamayo. Although the meeting convened with four members present, Councilmember Jimenez left during the Closed Session due to being diagnosed with Covid. City Clerk Jimenez and Treasurer Matanga were also present; The two at-large seats remained vacant at this meeting and Mayor Torres was absent.

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.

The City Clerk's Office acknowledged one (1) speaker card submitted to the City's public comment email address. Said speaker card is 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 Pro Tem Peralta recessed the meeting into Closed Session at 5:14 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 of threat of litigation by Attorney representing Infrastructure Engineering
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
 - a. Government Code Section 54956.9(d)(1)
Neighborhood Elections Now, et al. v. City of Montebello
LASC Case No. 23STCV01567
 - b. Government Code Section 54956.9(d)(1)
John Doe v. City of Montebello
LASC Case No. 22STCP03976

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

CLOSED SESSION REPORT

Mayor Pro Tem Peralta reconvened the meeting at 6:07 p.m.

City Attorney Arnold Alvarez-Glasman stated that four members were present to discuss Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, no action was taken and there was nothing to report. During Item No. 2 a. and 2b., Councilmember Jimenez departed from Closed Session due to being diagnosed with Covid.

Mr. Alvarez-Glasman stated that due to the ongoing threat to litigation regarding holding a quorum, it was the perspective of the City Council that no business be taken with only three (3) Councilmembers present for this meeting. In addition, all items on this agenda, with the exception of the Ceremonial/Presentation Items, were Adjourned to an Adjourned City Council and Public Financing Authority Joint Regular Meeting to be held on Monday, February 13, 2023.

Roll call for the Special Meeting was taken at this time and Councilmembers Melendez, Councilmember Tamayo, and Mayor Pro Tem were present. The two at-large seats remained vacant for this meeting, and Mayor Torres and Councilmember Jimenez were absent.

Mayor Pro Tem Peralta apologized to all the candidates who were hoping to present their candidacy to council for the open vacancies. Mayor Pro Tem further apologized for the extremity of the situation that council is in, and hopes they can join Council at the next meeting to continue these matters.

INVOCATION

Pastor John Paul Jones from Ark of Montebello led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Henry Fimbres 2nd Lieutenant from the California Guard led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

None.

CEREMONIAL/PRESENTATIONS

3. CITIZEN OF THE MONTH - RUBEN MARTINEZ

Presented by Mayor Pro Tem Peralta.

4. BLACK HISTORY MONTH

Adjourned to Monday, February 13, 2023.

5. AMERICAN HEART MONTH

Adjourned to Monday, February 13, 2023.

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.

No comments were taken for this meetings, as business matters were not addressed.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS**6. FISCAL YEAR 2022-23 SECOND QUARTER BUDGET REPORT****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file this agenda report and the presentation on the Fiscal Year 2022-23 Second Quarter Budget report; and
2. Amend the budget by increasing appropriations by the listed amounts in the various accounts listed on Attachment B; and
3. Update the Table of Organization/Master Position Control for the Human Resources and Transit Departments (Attachment C); and
4. Take whatever additional actions necessary.

Adjourned to Monday, February 13, 2023.

7. 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.

Adjourned to Monday, February 13, 2023.

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.

8. **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.

Adjourned to Monday, February 13, 2023.

9. **ADOPT RESOLUTION NO. 23-13 APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FOR THE MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-13 approving the application for grant funding for the Montebello Downtown Sewer Infrastructure Improvement Project; and
2. Authorize the City Manager to execute the financial assistance agreements and any other related documents in a final form approved by the City Attorney; and
3. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

10. **ADOPT RESOLUTION NO. 23-11 ACCEPTING CERTAIN ROADS AND STREETS INTO THE CITY STREET SYSTEM AND RESOLUTION NO. 23-10 NAMING A CERTAIN PUBLIC STREET AND ROAD "TOPGOLF WAY" AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-11 accepting certain roads and streets into the City Street System, and finding such action exempt from the California Environmental Quality Act ("CEQA"); and
2. Adopt Resolution No. 23-10 naming a certain public street and road "Topgolf Way"; and
3. Authorize the City Manager to execute certificates and any other related documents to consummate the acceptance of said streets or roads, including naming, in a form approved by the City Attorney; and
4. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

11. **BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT (CP NO. 883) - NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Beach Street Pavement and Storm Drain Rehabilitation Project (CP No. 883) as completed by Gentry Brothers Inc.; and
2. Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve changes in the aggregate amount of \$40,088; the final contract amount with Gentry Brothers, Inc. is \$1,441,636; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with the Los Angeles County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to Gentry Brothers, Inc. following the mandatory waiting period from the date of Notice of completion is recorded; and
6. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

12. **AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXCHANGE AGREEMENT WITH LA METRO OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute the Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds; and
2. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

13. WAIVE THE SECOND READING AND ADOPT 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 DWELLING UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2461 approving a General Plan Amendment ("GPA") and Zone Change ("ZC") (Case No. PC-2022-0004-GPA-ZC-SPR) for the property located at 844 S. Greenwood Avenue ("Project Site"); and
2. FIND and DETERMINE the GPA and ZC to be statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines 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; and
3. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

14. ADOPT RESOLUTION NO. 23-12, DECLARATION OF SURPLUS LAND FOR CITY-OWNED PROPERTY LOCATED AT 612 W. WHITTIER BOULEVARD, MONTEBELLO, CALIFORNIA 90640

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-12 declaring City-owned property located at 612 W. Whittier Boulevard, Montebello, California surplus land pursuant to Government Code Section 54221(b)(1); and
2. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

15. 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.

Adjourned to Monday, February 13, 2023.

16. AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE LA84 FOUNDATION SUMMER SPLASH GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the Recreation and Community Services Department's submission of an application for the LA84 Foundation Summer Splash Grant Program on behalf of the City of Montebello; and
2. Take such additional, related action that may be desirable.

Adjourned to Monday, February 13, 2023.

17. 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.

Adjourned to Monday, February 13, 2023.

18. 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).

Adjourned to Monday, February 13, 2023.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-09 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 08, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-09 approving the Warrant Register dated February 08, 2023.

Adjourned to Monday, February 13, 2023.

20. APPROVAL OF MINUTES: NOVEMBER 16, 2022 CITY COUNCIL, SUCCESSOR AGENCY, AND PUBLIC FINANCING AUTHORITY JOINT REGULAR MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Adjourned to Monday, February 13, 2023.

21. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2451 AMENDING SECTION 2.08.050 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL THE PROVISION ESTABLISHING A TEMPORARY SEVEN MEMBER CITY COUNCIL TO CAUSE THE CITY COUNCIL TO REMAIN A FIVE MEMBER BODY

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and adopt Ordinance No. 2451 repealing that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary 7-member City Council resulting in the City Council remaining a 5-member body.

Adjourned to Monday, February 13, 2023.

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).

None.

COUNCIL ORALS

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

Council Orals were not heard.

- **Salvador Melendez, Councilmember**

- 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.
- Scarlet Peralta, Mayor Pro Tem
- Angie M. Jimenez, 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.
 6. Montebello-Commerce YMCA Youth in Government Delegation Bill Presentation

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 22, 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, February 5, 2023 at 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

The meeting was adjourned at 6:14 p.m.; no motion was made as there was no objection.

THE MINUTES OF FEBRUARY 8, 2023, CITY COUNCIL AND PUBLIC FINANCING AUTHORITY MEETING, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.

CLOSED SESSION SPEAKER CARD



SPEAKER CARD

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

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

Type of Comment:Closed Session ☒Non-Agenda Item ☐**AGENDA ITEM NO.****Meeting Date:**2/8/2023**Time Received:**4:57 pm**Date Received:**2/8/23 4:57 pm**SPEAKER'S FULL NAME:**Joella Valdez**PHONE:**

(Optional)

ADDRESS:Montebello CA

(Optional)

ORGANIZATION REPRESENTED:selfOpposed ☐In Support ☐Neutral ☒**TOPIC:**29**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, FEBRUARY 8, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER

Mayor Pro Tem Peralta called the Special City Council Meeting to order at 5:08 p.m. concurrently with the City Council and Public Financing Authority Joint Regular Meeting of February 8, 2023.

ROLL CALL

Members present were Mayor Pro Tem Peralta, Councilmember Melendez, Councilmember Jimenez, and Councilmember Tamayo. Although the meeting convened with four members present, Councilmember Jimenez left during the Closed Session due to being diagnosed with Covid. City Clerk Jimenez and Treasurer Matanga were also present; Mayor Torres was absent.

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.

Mr. Alvarez-Glasman stated that due to the ongoing threat to litigation regarding holding a quorum, it was the perspective of the City Council that no business be taken with only three (3) Councilmembers present for this meeting. As such, Item No. 1 was adjourned to an Adjourned Special Meeting to be held on Monday February 13, 2023.

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.*

No public comments were made, as the item on the agenda was adjourned to Monday, February 13, 2023.

**REGULAR SESSION – WILL RUN CONCURRENTLY WITH CITY COUNCIL & PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING**

REGULAR BUSINESS

- 1. ADOPTION OF URGENCY ORDINANCE NO. 2462 AMENDING SECTION 2.08.050 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL THE PROVISION ESTABLISHING A TEMPORARY SEVEN MEMBER CITY COUNCIL TO CAUSE THE CITY COUNCIL TO REMAIN A FIVE MEMBER BODY**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2462 repealing that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary 7-member City Council to cause the City Council to remain a 5-member body.

This matter was not heard and was adjourned to February 13, 2023.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on Wednesday, February 22, 2023 at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: February 7, 2023 by 5:30 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, February 7, 2023, no later than 6:00 p.m.**



Alicia Fernandez, Sr. Deputy City Clerk

The meeting was adjourned at 6:14 p.m.; no motion was taken as there was no objection.

THE MINUTES OF FEBRUARY 8, 2023, SPECIAL CITY COUNCIL MEETING, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.



CITY OF MONTEBELLO
ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING
MINUTES

MONDAY, FEBRUARY 13, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the City Council and Public Financing Authority Joint Regular Meeting to order at 6:03 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, and Councilmember Tamayo and two at-large seats remain vacant. Councilmember Jimenez and Councilmember Melendez were absent. City Clerk 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.

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

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Peralta led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

None.

CEREMONIAL/PRESENTATIONS

1. BLACK HISTORY MONTH*Presented by Mayor Torres.***2. AMERICAN HEART 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 eight (8) 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 ten (10) written public comments submitted to the City's public comment email address; said comments are on file at the City Clerk's office.

Prior to the start of the meeting, Senior Deputy City Clerk Alicia Fernandez recommended via email that the meeting be adjourned due to a lack of quorum, similar to how the February 2, 2023 meeting was adjourned. Additionally, she confirmed with Mayor Torres that he was in receipt of the email and he stated that he would proceed with the meeting. Once the meeting was called to order, Mayor Torres made a statement that he made the decision to move forward with the meeting with only three members and stated after considering the issue and receiving legal counsel's opinion and seeing how there is no legal precedent that speaks to the City's unique situation, it was his opinion that government would come to a halt if a quorum could be so easily threatened by the presence of vacancies. City Attorney Alvarez-Glasman stated his support for Mayor Torres' comments regarding quorum. He noted that the City Attorney's office conferred with an election law attorney and agreed with the position that three members are a quorum. Further, the current Municipal Code states that three members constitutes a quorum. He noted that there was an item that came before Council to increase quorum from three members to four members but it was tabled and never acted upon. As a result of the language of the government code, the Montebello Municipal code, a case from Arcadia in 1939 and all consideration of legal authority and Mayor's declaration it is the viewpoint that this meeting can occur accordingly and the meeting will go forward with three members.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****3. FISCAL YEAR 2022-23 SECOND QUARTER BUDGET REPORT****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file this agenda report and the presentation on the Fiscal Year 2022-23 Second Quarter Budget report; and
2. Amend the budget by increasing appropriations by the listed amounts in the various accounts listed on Attachment B; and
3. Update the Table of Organization/Master Position Control for the Human Resources and Transit Departments (Attachment C); and
4. Take whatever additional actions necessary.

Director Solorza provided a PowerPoint presentation to the City Council.

Mayor Pro Tem Peralta expressed that actionable items such as budget amendments and staffing reorganization should be their own agenda items. Furthermore, Ms. Peralta stated that any new position should include a description of that position and an estimate of each position, in terms of salary and benefits, to keep the community informed. Mayor Pro Tem Peralta clarified she does not oppose staffing updates but the priority of the Council should be focusing on staffing in

the public service sector, which includes the shortfalls in workforce in fire, police, and transit. She further went on to explain that it is the Council's fiduciary duty to figure out how to increase those positions that work directly with the community and ways to improve employee retention. Lastly, she expressed that these staffing positions should be first before continuing to increase staffing in upper management and administrative positions.

Mayor Torres reiterated Peralta's comments, emphasizing that some of these items should come as separate agenda items. Furthermore, he expressed how important the way agenda items are listed in the agenda as it signals to the community the kind of decisions that are being made. Mayor Torres then made the following motions:

Mayor Torres motioned to approve the \$15,450,00 for the Golf Course Project, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously by Councilmembers present.

Mayor Torres motioned that the IT Strategic Plan come back as a separate agenda item and that it should include all the proposals the City received for this project and the scoring criteria that the City used and scores of the applicants and also the final Professional Services Agreement and it was seconded by Mayor Pro Tem Peralta; the motion was approved unanimously by Councilmembers present.

Mayor Torres motioned that the other requested budget amendments come back as their own agenda items with the proper background and descriptions, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present.

Mayor Torres motioned to direct staff to create a policy where by budget amendments appear as individual agenda items in the future and also that changes to the table of organization adding, subtracting or changing positions also appear as its own individual agenda item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously by Councilmembers present.

4. 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.

City Attorney Alvarez-Glasman stated that because of the action on Council on Item No. 18, it would be appropriate to take no action on this item.

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.

Mayor Torres, Mayor Pro Tem Peralta, and Councilmember Tamayo pulled Item No. 7 for discussion. Councilmember Tamayo also pulled Item No. 9 and Mayor Torres pulled Item No. 16.

Councilmember Peralta motioned to approve Item No's. 5,6,8,10-15, and 17, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present.

5. 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.

Approved unanimously.

6. ADOPT RESOLUTION NO. 23-13 APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FOR THE MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-13 approving the application for grant funding for the Montebello Downtown Sewer Infrastructure Improvement Project; and
2. Authorize the City Manager to execute the financial assistance agreements and any other related documents in a final form approved by the City Attorney; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

7. ADOPT RESOLUTION NO. 23-11 ACCEPTING CERTAIN ROADS AND STREETS INTO THE CITY STREET SYSTEM AND RESOLUTION NO. 23-10 NAMING A CERTAIN PUBLIC STREET AND ROAD "TOPGOLF WAY" AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-11 accepting certain roads and streets into the City Street System, and finding such action exempt from the California Environmental Quality Act ("CEQA"); and
2. Adopt Resolution No. 23-10 naming a certain public street and road "Topgolf Way"; and
3. Authorize the City Manager to execute certificates and any other related documents to consummate the acceptance of said streets or roads, including naming, in a form approved by the City Attorney; and
4. Take such additional, related action that may be desirable.

Councilmember Tamayo asked if the naming of the street is a requirement of the funds. Director Enriquez stated that it was not and it was at the request of Topgolf. He further clarified that the naming is for a new entry road that turns into Topgolf and the new clubhouse and they are not renaming Via San Clemente.

Mayor Pro Tem Peralta expressed her opposition to the approval of this item and stated that the City shouldn't move forward with the naming of the new street without a monetary incentive for the City. Furthermore, she suggested that the naming of the street could be something historical and honoring to the City.

Director Enriquez clarified that there are two separate Resolutions and asked if Resolution No. 23-11 could be passed at this time as it does affect funding as it makes it eligible for transportation funds. Director Enriquez also asked for direction as to what process staff should go through to select a name. Mayor Torres stated the Council will consider this further and they will work with staff along the way.

Mayor Pro Tem Peralta motioned to approve Recommendation No. 1, to adopt Resolution No. 23-11, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present.

Mayor Torres made a second motion to defer Recommendation No. 2 to the March 8, 2023 meeting, adoption of Resolution No. 23-10, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present. Director Enriquez requested that the Council provide staff with a naming process.

Mayor Torres clarified the approval of Resolution No. 23-11, and restated that Resolution No. 23-10 is to be held over to March 8, 2023.

8. BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT (CP NO. 883) - NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Beach Street Pavement and Storm Drain Rehabilitation Project (CP No. 883) as completed by Gentry Brothers Inc.; and
2. Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve changes in the aggregate amount of \$40,088; the final contract amount with Gentry Brothers, Inc. is \$1,441,636; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with the Los Angeles County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to Gentry Brothers, Inc. following the mandatory waiting period from the date of Notice of completion is recorded; and
6. Take such additional, related action that may be desirable.

Approved unanimously.

9. AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXCHANGE AGREEMENT NO. 4071 WITH LA METRO OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute the Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds; and
2. Take such additional, related action that may be desirable.

Councilmember Tamayo expressed that we should be implementing development impact fees on these kinds of improvements. She explained what a development impact fee is and that this fee could offset the cost of infrastructure for public services such as roads, schools and parks. She mentioned that this developmental impact fee had reached consensus prior and asked if this item can come back to the Council with some kind of fee structure. Director Solorza explained that the implementation of this development impact fee requires its own separate fee study and the need to procure a consultant prior to creating a proposal for those fees. Furthermore, he noted that a user fee study is currently underway, but it is completely different than the development impact fee.

Councilmember Peralta stated that she received consensus on April 28, 2021 for a development impact fee structure to be formalized and be brought forth for action. She noted that she was told that the process would be brought back through a study. Councilmember Peralta asked for a clear, direct timeline of when this will be brought back to council to take action. Assistant City Manager Salazar clarified that staff was given direction for a user fee study and stated that is separate from this item and asked if Council can take action regarding Item No. 9. She further stated that the user fee study is underway and has about 6 more months left and that will come back to Council once completed.

Mayor Pro Tem Peralta motioned to approve the item as is and added to give direction to staff to work on creating a development impact fee structure to bring back to Council for a formal vote, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present.

10. WAIVE THE SECOND READING AND ADOPT 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 DWELLING UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2461 approving a General Plan Amendment ("GPA") and Zone Change ("ZC") (Case No. PC-2022-0004-GPA-ZC-SPR) for the property located at 844 S. Greenwood Avenue ("Project Site"); and
2. FIND and DETERMINE the GPA and ZC to be statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines 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; and
3. Take such additional, related action that may be desirable.

Approved unanimously.

11. ADOPT RESOLUTION NO. 23-12, DECLARATION OF SURPLUS LAND FOR CITY-OWNED PROPERTY LOCATED AT 612 W. WHITTIER BOULEVARD, MONTEBELLO, CALIFORNIA 90640

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-12 declaring City-owned property located at 612 W. Whittier Boulevard, Montebello, California surplus land pursuant to Government Code Section 54221(b)(1); and
2. Take such additional, related action that may be desirable.

Approved unanimously.

12. 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.

Approved unanimously.

13. AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE LA84 FOUNDATION SUMMER SPLASH GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the Recreation and Community Services Department's submission of an application for the LA84 Foundation Summer Splash Grant Program on behalf of the City of Montebello; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

14. 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.

Approved unanimously.

15. 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).

Approved unanimously.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-09 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 13, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-09 approving the Warrant Register dated February 13, 2023.

Mayor Torres pulled this item for discussion. Torres motioned to approve Warrant Register Resolution No. 23-09 with the exception of Warrant No. 598866, it was seconded by Mayor Pro Tem Peralta; the motion was approved unanimously by Councilmembers present.

17. APPROVAL OF MINUTES: NOVEMBER 16, 2022 CITY COUNCIL, SUCCESSOR AGENCY, AND PUBLIC FINANCING AUTHORITY JOINT REGULAR MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Approved unanimously.

18. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2458 AMENDING SECTION 2.08.050 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL THE PROVISION ESTABLISHING A TEMPORARY SEVEN MEMBER CITY COUNCIL TO CAUSE THE CITY COUNCIL TO REMAIN A FIVE MEMBER BODY

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and adopt Ordinance No. 2458 repealing that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary 7-member City Council resulting in the City Council remaining a 5-member body.

Item No. 4, 18 and Special item No.1 were discussed at this time.

Mayor Torres introduced this item and stated that the decision to move to a 7-body Council was an erroneous decision that he and Mayor Pro Tem Peralta lobbied heavily against.

Councilmember Tamayo expressed her support of moving forward with a 5-member council, based on the pending litigation and financial prudence and the fact that all districts are represented. Mayor Pro Tem Peralta expressed her concerns about this process, including the districting process from the beginning. Mayor Torres stated that retaining a 5-member body would be of the best interest to the residents and the community as Montebello has historically had a 5-member body over the last 102 years.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously by the Councilmembers present.

Note: the Ordinance assigned was updated to reflect the number that was actually assigned, Ordinance No. 2458 (not 2451 as posted on the agenda).

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).

Mayor Torres and Councilmember Tamayo attended the League of California Cities New Mayors and Councilmembers conference. They provided a brief report on their experience at the conference.

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_com

mittees and submit completed applications to the City Clerk's office no later by Wednesday, February 8, 2023 by 5:30 p.m.

Councilmember Tamayo demonstrated how to access the commission applications for the open seats.

- **Angie M. Jimenez, 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.
6. Montebello-Commerce YMCA Youth in Government Delegation Bill Presentation.

Mayor Torres requested consensus for his Council Oral Item's No. 1-3; consensus was received unanimously. During Mayor Torres Council Oral No. 4, he announced vacancies on Planning, Parks & Recreation and Planning Commissions. He noted he is looking for highly qualified candidates and encouraged the community to apply. Mayor Torres made an announcement for his last two items congratulating the students at the YMCA Youth in Government for presenting their Bill at the 75th Model Legislature and Court in Sacramento.

- **Scarlet Peralta, Mayor Pro Tem**

- **Salvador Melendez, Councilmember**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 22, 2023 at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.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 **Thursday, February 9, 2023 no later than 6:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

Mayor Pro Tem motioned, seconded by Councilmember Councilmember Tamayo to adjourn the meeting at 8:14 p.m.

THE MINUTES OF FEBRUARY 13, 2023, ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.



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 ☐

Public Comment
Non-Agenda Item ☒

AGENDA ITEM NO.

~~101~~ 7 & 11

Meeting Date: February 13, 2023

Time Received: 5:50 pm

Date Received: February 13, 2023

SPEAKER'S FULL NAME:

MARGOT FISER

PHONE:

(Optional)

ADDRESS:

VIA San Delarros adjacent to GOLF COURSE
(Optional)

ORGANIZATION REPRESENTED:

Citizens for Open Public Participation

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Protesters need to read comments sent in letter

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Received Via: Email ☐

Phone ☐

In Person ☒



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date:

2/13

Time Received:

5:50 pm

Date Received: _____

SPEAKER'S FULL NAME:

Antonio Herrera

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

SMART Local 1701 (Optional)

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

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

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

Type of Comment:Closed Session ☐Non-Agenda Item ☐**AGENDA ITEM NO.** _____**Meeting Date:**

2/13

Time Received:

5:58

Date Received:**SPEAKER'S FULL NAME:**

Alex Briseno

PHONE:

(Optional)

ADDRESS:**ORGANIZATION REPRESENTED:**

Public Comment

Opposed ☐In Support ☐Neutral ☐**TOPIC:****NOTES:****ACCOMMODATIONS:****Translation Needed:**No ☐Yes ☐

Language: _____

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



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date:

2/13

Time Received:

5:58

Date Received: _____

SPEAKER'S FULL NAME:

Vivian Romero

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Public comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date:

2/13

Time Received:

5:58

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Public comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

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

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

Type of Comment:Closed Session ☐Non-Agenda Item ☒**AGENDA ITEM NO.** _____**Meeting Date:** 2/13**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:** Manoel Franco **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 ☐



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date: 2/13

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Edward Franco

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 ☐



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date:

2/13/2023

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Yvette Fimbres

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
ADJOURNED SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

MONDAY, FEBRUARY 13, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the City Council Special Meeting to order at 7:22 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, and Councilmember Tamayo and the two at-large seats remained vacant. Councilmember Jimenez and Councilmember Melendez were absent. City Clerk 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.

Public Comments were addressed during the Public Comment section of the City Council and Public Financing Authority Adjourned Meeting.

**REGULAR SESSION – WILL RUN CONCURRENTLY WITH CITY COUNCIL & PUBLIC FINANCING AUTHORITY
JOINT ADJOURNED MEETING**

REGULAR BUSINESS

1. **ADOPTION OF URGENCY ORDINANCE NO. 2462 AMENDING SECTION 2.08.050 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL THE PROVISION ESTABLISHING A TEMPORARY SEVEN MEMBER CITY COUNCIL TO CAUSE THE CITY COUNCIL TO REMAIN A FIVE MEMBER BODY**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2462 repealing that portion of the Montebello Municipal Code section 2.08.050(G) that established a temporary 7-member City Council to cause the City Council to remain a 5-member body.

City Attorney Alvarez-Glasman stated that the Urgency Ordinance would require a 4/5^{ths} vote but since there were only three members present, it would require a unanimous vote.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously by Councilmembers present. This item was approved in conjunction with Item No. 18 at the City Council and Public Financing Authority Meeting.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 22, 2023 at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: February 9, 2023 at 4:30 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 **Thursday, February 9, 2023 no later than 6:00 p.m.**



Alicia Fernandez, Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 8:14 p.m.

THE MINUTES OF FEBRUARY 13, 2023, ADJOURNED SPECIAL CITY COUNCIL MEETING, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.

AMENDED AGENDA - UPDATED STAFF REPORT FOR ITEM NO. 4



CITY OF MONTEBELLO
CITY COUNCIL AND SUCCESSOR AGENCY JOINT REGULAR MEETING
MINUTES

WEDNESDAY, FEBRUARY 22, 2023 AT 5:00 PM

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

OPENING CEREMONIES

CALL TO ORDER

Mayor Pro Tem Peralta called the meeting to order at 5:30 p.m.

ROLL CALL

Members present were Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez was also present. Mayor Torres arrived at 5:33 p.m. and City Treasurer Matanga arrived at 6:00 p.m..

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

At this time, the general public may address the City Council/SA 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/SA 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.

None.

CLOSED SESSION 5:00 P.M.

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

Mayor Pro Tem Peralta recessed the meeting into Closed Session at 5:31 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Neighborhood Elections Now, et al. v. City of Montebello
LASC Case No. 23STCV01567

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

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:02 p.m.

All five members were present to discuss all Closed Session items. The City Attorney stated that no action was taken on Item No. 1 and there was nothing to report.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

City Treasurer Matanga led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

None.

CEREMONIAL/PRESENTATIONS

None.

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

At this time, the general public may address the City Council/SA 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/SA 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 Public Comment Period started at 6:06 p.m.

The City Clerk's Office acknowledged nine (9) 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.

Mayor Torres asked Assistant City Manager Arlene Salazar to follow up with Gary Thorton's comment regarding the City's plan for earthquakes.

Mayor Torres asked Assistant City Manager Salazar to have Code Enforcement look into Roger Jimenez's concern.

The Mayor asked for a motion to extend the Public Comment Period. Councilmember Melendez motioned but did not receive a second; the motion failed.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Assistant City Manager Salazar invited the public to attend the upcoming City Council Special Meetings.

PUBLIC HEARING

2. ADOPT RESOLUTION NO. 23-19 APPROVING A PROPOSED SUBSTANTIAL AMENDMENT NUMBER 1 TO THE FY 2021-22 CDBG/HOME ANNUAL ACTION PLAN TO APPROVE THE HOME INVESTMENT

PARTNERSHIP AMERICAN RESCUE ALLOCATION PLAN AND TO INCLUDE THE HOME-ARP FUNDS AND ACTIVITIES

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing on the HOME- American Rescue Plan (ARP) Allocation Plan and consider any testimony received during the hearing; and
2. Adopt Resolution No. 23-19 approving Substantial Amendment Number 1 to the Fiscal Year 2021-22 Annual Action Plan to include the Home Investment Partnership (HOME) - American Rescue (ARP) Allocation Plan, certifying that the City of Montebello has followed its adopted Community Participation Plan, allocating \$1,088,770 in HOME-ARP funds to eligible HOME-ARP Activities such as Development of Affordable Rental Housing and Administration and Planning of the HOME-ARP Program; and
3. Take such additional, related action that may be desirable.

Housing Manager, Rosemary Perich, provided a presentation to the City Council which included: an executive summary; background on the HOME-ARP allocation plan, public hearing guidelines maintained by HUD, an explanation of HOME-ARP; qualifying populations, and eligible uses of the funds.

Mayor Pro Tem Peralta asked clarifying questions regarding the administrative costs. Councilmembers Jimenez, Melendez, Tamayo, and Mayor Torres commended the staff.

Mayor Torres opened the Public Hearing at 6:45 p.m. Four (4) speakers spoke in favor of the item. Said speaker cards are on file at the City Clerk's office. Mayor Torres closed the Public Hearing at 6:53 p.m.

Councilmember Jimenez motioned to approve the item; seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

REGULAR BUSINESS

3. ADOPT RESOLUTION NO. 23-16, CITY OF MONTEBELLO MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST, A JOINT POWERS AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-16 approving execution of the Joint Exercise of Powers Agreement relating to the City's membership in the Gateway Cities Affordable Housing Trust; and
2. Authorize the Mayor to execute the Gateway Cities Affordable Housing Trust Joint Powers Authority (JPA) Agreement.

A consultant from Gateway Cities Council of Governments, Grant Henninger, provided a presentation to the City Council on the affordable housing trust, which included the housing crisis in the past 8 years; pipeline projects; what a housing trust is; what the benefits are; trust study process; trust capital funding sources; committee review; and collaboration.

The Council expressed their excitement about the membership with Gateway Cities Council of Governments. Mayor Torres asked if the admin fee would be reduced as more cities joined. Mr. Henninger explained that it possibly could, but not at the moment.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Jimenez; the motion was approved unanimously.

4. ADOPT CITY COUNCIL RESOLUTION NO. 23-18 / SUCCESSOR AGENCY RESOLUTION NO. 23-04, APPROVING THE PURCHASE, SALE, AND AFFORDABLE HOUSING DEVELOPMENT AGREEMENT NO. 4075, RELOCATION PLAN AND APPRAISAL FOR PHASE 1 PROJECT SITE AMONG THE CITY OF MONTEBELLO AND THE MONTEBELLO SUCCESSOR AGENCY ("SELLERS") AND THE MONTEBELLO AFFORDABLE HOUSING, LP 112, 114, 121, 124, 128 AND 132 SOUTH 6TH STREET GRAND, CITY OF MONTEBELLO ("DEVELOPER")

RECOMMENDATION: It is recommended that the City Council / Successor Agency:

1. Adopt City Council Resolution No. 23-18/ Successor Agency Resolution No. 23-04, approving a Purchase, Sale, and Affordable Housing Agreement No. 4075 (Attachment A) among the City of Montebello ("City"), Montebello Affordable Housing and Cesar Chavez Foundation ("CCF"), Relocation Plan (Attachment C) and Appraisal (Attachments D-E) for Phase 1 project site – a proposed three (3) and four (4) story residential building with approximately sixty-three (63) affordable housing units with 1 to 3 bedrooms, with parking and related amenities located at four (4) vacant City owned (and one Successor Agency-owned) parcels at 112, 114, 121, 124, and 132 South 6th Street (APN No.: 6349-005-900, 901, 902, and 903), and 128 and 128 ½ South 6th Street (APN No.: 6349-005-006), owned by CCF, to allow the construction, use, and maintenance of an affordable housing development; and
2. Take such additional, related, action that may be desirable.

Councilmember Jimenez motioned to approve the item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

5. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 23-17 ESTABLISHING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS AND BUSINESS

RECOMMENDATION: It is recommended that the City Council:

1. Consider and adopt Resolution No. 23-17 establishing rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business; and
2. Provide further direction for a date to conduct a Study Session to review the rules of procedure; and
3. Take other action as directed by the City Council.

City Attorney Alvarez-Glasman stated that his office created this item and addressed some of the comments heard during the Public Comments section of the meeting in reference to staff not being allowed to speak to members of the public. Mr. Alvarez Glasman stated that the language was meant to protect staff, not hinder them.

Mayor Pro Tem Peralta and Tammayo expressed that they are looking forward to the Study Session.

Councilmember Jimenez stated that she found the language troubling and expressed her concerns; meanwhile, she is looking forward to a Study Session.

Councilmember Melendez stated that he does not find the language necessary and finds it unwarranted. Further, he expressed concern with regards to using the word "controversial". He questioned who would be the deciding factor about what controversial means.

Mayor Torres expressed his support for this item and supported City Attorney Alvarez-Glasman's point in that the language would protect staff as they can politely decline to engage with the members of the community and it would foster orderly conduct of Council meetings.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 3-1-1-0
AYES: Tamayo, Peralta, Torres		
NOES: Melendez		
ABSTAIN: Jimenez		
ABSENT: None		

6. **REVIEW OF COUNCIL ASSIGNMENT TO THE CAPITAL PROJECTS COMMITTEE - ALAMEDA CORRIDOR EAST AUTHORITY AND STREETS AD HOC**

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill assignments to the Capital Projects Committee - Alameda Corridor East Authority and Streets Ad Hoc.

Mayor Torres stated there was confusion about who was appointed to the Capital Projects Committee, as he previously expressed interest. Torres asked his colleagues, Councilmembers Jimenez and Melendez, if they would give him the opportunity to sit on the Capital Projects Committee. Councilmember Melendez gave up his seat so that Mayor Torres could be on the committee.

Mayor Torres motioned to appoint himself as an alternate to the Capital Projects Committee; Councilmember Jimenez would remain as the delegate. The motion did not receive a second, but Mayor Torres asked for a roll call vote. Due to a lack of a second, the motion failed but was approved via the roll call vote.

Furthermore, Mayor Torres stated that the Streets Ad Hoc is inappropriate as streets are an ongoing issue and proposed that the current Streets Ad Hoc be disbanded but that two members be assigned to determine a way to equitably pave the streets in the City.

Mayor Torres motioned to (1) create the Streets Ad Hoc for the purpose of coming up with an equitable plan to pave the streets of Montebello and (2) to appoint himself and Mayor Pro Tem Peralta assigned to this Ad Hoc and come back to Council with a report that was developed with staff. Torres and Peralta reiterated their interest in being appointed. Councilmember Jimenez asked if there could be a rotation on the committee. Mayor Torres noted there will be a chance to serve on this committee during the next rotation in January 2024. Mayor Torres entertained a motion that his two recommendations be approved, but there was no official motion and no second; Mayor Torres asked the City Clerk to take a roll call vote. Councilmembers Melendez and Jimenez voted in opposition. Mayor Torres, Mayor Pro Tem Peralta, and Councilmember Tamayo voted to approve the recommendations, but considering no official motion or second was given, the recommendations did not pass.

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 Council. Mayor Pro Tem Peralta motioned to approve Consent Items 7-11, Councilmember Jimenez seconded; motion was approved unanimously.

7. **NORTH CONCOURSE AVENUE STREET IMPROVEMENT PROJECT (CP NO. 880) – NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the North Concourse Avenue Street Improvement Project (CP No. 880), as completed by All American Asphalt; and
2. Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve the changes in the aggregate amount of \$214,621; the final contract amount with All American Asphalt is \$435,854; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment C) with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to release the retention payment due to All American Asphalt 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.

Approved unanimously.

8. **ADOPT RESOLUTION NO. 23-14 APPROVING PURCHASE AND SALE AGREEMENT NO. 4077 FOR THE PROPOSED DISPOSITION OF REAL PROPERTY LOCATED AT 5055 PASSONS BOULEVARD, PICO RIVERA, CA 90660 (LOS ANGELES COUNTY ASSESSOR'S PARCEL NO. 6377-007-270) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-14 approving the disposition of real property, approving the material terms of Purchase and Sale Agreement No. 4077 (attached here in substantial form) authorizing the sale of the Property to the City of Pico Rivera, and authorizing the City Attorney and the City Manager (and/or designee), to finalize negotiations and the agreement (with the exception of any material changes), leading up to the execution of all documents related to said agreement.

Approved unanimously.

9. **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-8) FOR A COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM**

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Computer-Aided Dispatch/Automatic Vehicle Location System Request for Proposal, No. 23-8 (RFP No. 23-8); and
2. Take such additional, related action that may be desirable.

Approved unanimously.

10. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-15 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 22, 2023**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-15 approving the Warrant Register dated February 22, 2023.

Approved unanimously.

11. **APPROVAL OF MINUTES: NOVEMBER 10, 2022 SPECIAL CITY COUNCIL AND PUBLIC FINANCING AUTHORITY MEETING; DECEMBER 14, 2022 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY MEETING; DECEMBER 21, 2022 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY ADJOURNED MEETING; AND DECEMBER 21, 2022 SPECIAL CITY COUNCIL MEETING.**

RECOMMENDATION: It is recommended that the City Council:

1. Approve minutes as is.

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 Melendez provided a brief report on his attendance to the ICA Conference.

COUNCIL ORALS

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

- **Georgina Tamayo, Councilmember**
- **Angie M. Jimenez, Councilmember**

- **David N. Torres, Mayor**

1. San Gabriel Valley COG Alameda Corridor East project update and town halls.
2. Request for council consensus to establish a policy for quarterly reports on contracts entered into using authority granted by the City Manager.
3. Request for council consensus to establish a policy for responding to resident questions on social media.
4. Request for council consensus to receive a memo on the status of fiber internet in Montebello.
5. Request for council consensus directing staff to research the feasibility and implementation of an equitable annual speed hump program.

1. Mayor Torres gave an update on Council Oral Item No. 1.
2. Mayor Torres requested consensus on Council Oral Item No. 2; received consensus 4-0, Councilmember Jimenez was absent during that time.
3. For Council Oral No. 3, he asked for consensus to direct staff to report on what staffing it would take to respond to questions on social media posts during business hours. He also added to direct staff to create a policy on how to respond to social media comments and questions. Assistant City Manager Salazar asked for an Ad Hoc to see what the expectation is and to be cognizant of the challenges that may arise. Mayor Torres amended his motion to add to investigate the issues and that he and Mayor Pro Tem Peralta would work with staff to establish that policy and to bring it back; received consensus 4-0, Councilmember Jimenez was absent during that time.
4. Mayor Torres asked for consensus for his Council Oral Item No. 4; received consensus 4-0, Councilmember Jimenez was absent during that time.
5. Mayor Torres asked for consensus for his Council Oral Item No. 5. Assistant City Manager Salazar asked for consideration of traffic plan funding, state of the streets, and to assist staff in developing a budget that would be appropriate. Mayor Torres noted that he is very open to budget consideration and the expertise of staff to suggest what would be the most appropriate. Consensus was received unanimously.

- **Scarlet Peralta, Mayor Pro Tem**

- **Salvador Melendez, Councilmember**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 8, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

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 **Sunday, February 19, 2023 by 5:00 p.m.**



Alicia Fernandez, Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 7:56 p.m.

THE MINUTES OF FEBRUARY 22, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.



SPEAKER CARD

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

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

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

AGENDA ITEM NO. _____

Meeting Date:2/22/23**Time Received:**4:57 pm**Date Received:**2/8/2**SPEAKER'S FULL NAME:**Gary Thornton**PHONE:** _____

(Optional)

ADDRESS:300 Casa Grande Ave, Montebello
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☐In Support ☒Neutral ☐**TOPIC:**Earthquake Preparation**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:**No ☐Yes ☐

Language: _____

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



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date:

FEB 22-2023

Time Received:

5:07

Date Received:

2-23-23

SPEAKER'S FULL NAME:

MICHAEL CHEE

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 ☒



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:

Feb 22, 23

Time Received:

5:46 PM

Date Received:

2/22/23

SPEAKER'S FULL NAME:

Roger Imperer

PHONE

(323) 603-5142
(Optional)

ADDRESS:

1133 Beach of Montebello
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES:

more Police

ACCOMMODATIONS: _____

Translation Needed:

No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☒



SPEAKER CARD

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

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

Type of Comment:Closed Session ☐Non-Agenda Item ☒**AGENDA ITEM NO.** _____**Meeting Date:**Public
22 February 2023**Time Received:**5:45**Date Received:**23 Feb. 2023**SPEAKER'S FULL NAME:**MARGOT EISER**PHONE:** _____

(Optional)

ADDRESS: _____Dist 15
Via San Delancey Adjacent to Golf Course
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____Translation Needed: No ☐ Yes ☐ Language: _____**Received by Staff** _____**Received Via:** Email ☐Phone ☐In Person ☒



SPEAKER CARD

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

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

Type of Comment:Closed Session ☐Non-Agenda Item ☒**AGENDA ITEM NO.** _____**Meeting Date:** _____**Time Received:** 5:51PM**Date Received:** _____**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 ☐



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:

02-22-2023

Time Received:

5:51PM

Date Received: _____

SPEAKER'S FULL NAME:

ROSA TAMAYO

PHONE:

323-774-609
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

Page 412 of 488



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 ☒

Community Concern
AGENDA ITEM NO. 8 Items

Meeting Date: _____

Time Received: 5:51 PM

Date Received: _____

SPEAKER'S FULL NAME: Yndi Walker

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 ☐



SPEAKER CARD

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

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

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date:

2-22-2023

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Edward Franco

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 ☐



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:**4/22/23**Time Received:****Date Received:****SPEAKER'S FULL NAME:**Kimberly Cabos Cauthorne**PHONE:**

(Optional)

ADDRESS:"you know where"

(Optional)

ORGANIZATION REPRESENTED:Opposed ☐In Support ☐Neutral ☐**TOPIC:****NOTES:**Item 5**ACCOMMODATIONS:****Translation Needed:**No ☐Yes ☐

Language:

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

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR MEETING AGENDA

MINUTES

WEDNESDAY, MARCH 8, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, Councilmember Tamayo; Treasurer Matanga was also present. City Clerk Jimenez arrived at 6:49 p.m.

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.

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.

The City Clerk's Office acknowledged fifteen (15) speaker cards submitted to the City's public comment email address. Said speaker cards and comments are on file at the City Clerk's office.

Mayor Torres recessed the meeting into Closed Session at 6:50 p.m. to consider the following Closed Session items:

CLOSED SESSION

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 6:50 p.m. to consider the following Closed Session items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957

Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:07 p.m.

City Attorney Arnold Alvarez-Glasman stated that all five members were present to discuss all Closed Session items; no action was taken and there was nothing to report.

INVOCATION

Alejandra from Cali Translations led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Torres led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

PUBLIC COMMENTS ON NON-AGENDA (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 speaker 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.

The City Clerk's Office acknowledged twelve (12) 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.

Mayor Pro Tem Peralta motioned to extend the public comment period past the 30 minute period, seconded by Councilmember Tamayo; motion was approved unanimously.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

**2. MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3) –
AUTHORIZE NOTICE INVITING BIDS AND SPENDING PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Select Option 1 (Permanent Clubhouse) or Option 2 (Temporary Clubhouse) for the Montebello Municipal Golf Course Renovation Project – Phase 3 (CP No. 897-3) and authorize the City Clerk to publish the applicable Notice Inviting Bids (Attachment A); and
2. Approve the updated Total Project Budget/Spending Plan (Attachment B) for the selected option; and
3. Take such additional, related, action that may be desirable.

The City Clerk's Office acknowledged one (1) speaker card. Said speaker card is on file at the City Clerk's office.

Councilmember Tamayo asked a clarifying question regarding "Attachment 3"; Assistant City Manager Salazar clarified that the Attachment was on page 14 of the agenda packet. Mayor Pro Tem Peralta asked for clarification on staff's recommendation and provided her support for a permanent clubhouse and expressed her interest in the City Council supporting a dog park. Mayor Torres supported Peralta's dog park interest and asked staff to research that option. In addition, Mr. Torres recommended that instead of using general funds, that revenues from Home2Suites and other specific funds be used for this project. Additionally, he suggested that proceeds from San Gabriel Valley Water be used to cover overages and unanticipated expenditures. Director Enriquez clarified that there are no budget appropriation recommendations on this item at this time. He stated that this conversation will be considered once the item comes back with bids. Assistant City Manager Salazar clarified that the Home2Suite funds are a part of the general fund.

Furthermore, Councilmember Jimenez expressed her concerns about the location of the dog park, stating that there are neglected parks on the south side that need attention. Further, she asked about the funding for the dog park. Assistant City Manager Salazar stated that there is residual hotel money that can be used for the campus and the purpose of the dog park. Additionally, she noted that it is at the discretion of the Council on what the funds can be used for, since it all goes into the general fund. Mayor Pro Tem Peralta made a general comment that, despite districts, all open spaces should be supported so that all residents can enjoy them. Mayor Torres also voiced his concerns regarding the rhetoric of who gets what in what districts. He offered to sit down with Councilmember Jimenez to identify funding for her district.

The following motions were made:

Mayor Pro Tem Peralta motioned for a permanent club house; seconded by Councilmember Tamayo; the motion was approved unanimously.

Mayor Pro Tem Peralta motioned to receive the current budget recommendation but to have staff review and evaluate the comments made by the City Council to avoid using general funds and explore the use of hotel revenues and other resources, seconded by Councilmember Tamayo; the motion was approved unanimously.

Mayor Pro Tem Peralta motioned to direct staff to review and evaluate a dog park, seconded by Councilmember Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tamayo, Peralta, Torres, Melendez		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

3. INTRODUCTION AND FIRST READING 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. Introduce and conduct a first reading of Ordinance No. 2463, with waiver of a full reading, of an Ordinance 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; and

2. Provide direction to bring this item back for a second reading and adoption at the next regular City Council meeting; and
3. Take such additional, related, action that may be desirable

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.

Assistant City Manager Salazar asked the City Council to reconsider this item as it would interfere with the City's recruitment process.

Mayor Pro Tem Peralta stated that since the Civil Service Commission was transformed into a Personnel Advisory Commission, it no longer addresses adverse actions, violations or employee relations issues and stated that the importance of reinstating this commission is to protect employees' rights and security of their jobs and to limit liability to the City. Human Resources Director, Nicholas Razo, clarified that grievances are still heard and there is a process for them to be heard. Councilmember Jimenez commended the Human Resources and Risk management team. She expressed her concerns if the Council were to move forward, stating it would be detrimental. She asked clarifying questions to the City Attorney regarding the language of the Ordinance. City Attorney Alvarez Glasman clarified that in 2017, his office addressed concerns regarding the municipal code on who has the right to certify the appointment list and, based upon the analysis, the personnel officer (City Manager), has the ability to certify the employee eligibility list and the Commission has the ability to hear appeals and challenges. He stated that he is not looking to change or alter the process, rather re-evaluate the long-standing language. Councilmember Melendez stated he has no issue with the Traffic Commission being reinstated. However, he does believe that reinstating the Civil Service Commission would pose a challenge and there are concerns/workforce challenges and that it would put public safety in jeopardy. He suggested a study session take place before the Council approves this item. Mayor Torres addressed comments in regards to this item and clarified that the Civil Service Commission is to serve as an oversight commission, and would not control the recruitment process nor would there be any delays in the hiring process. Furthermore, he explained that the City Manager is granted the authority to approve recruitment processes and ultimately, the City Manager retains authority and the Commission would just bring back valuable rights to the employees.

Director Razo addressed the Council in regards to how the Civil Service Commission would handle hearings; he noted there is already a long wait process and wanted to revisit the language on the Municipal Code.

Councilmember Melendez suggested a study session for this item or tabling it to have the City Attorney's office and staff have a deeper discussion. Councilmember Melendez motioned to reinstate the Traffic and Safety Commission and to have a study session for the Civil Service Commission, seconded by Councilmember Jimenez.

Mayor Pro Tem Peralta made a substitute motion to approve the recommendations as is, seconded by Mayor Torres; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Torres	APPROVED: 3-2-0-0
AYES: Tamayo, Peralta, Torres		
NOES: Jimenez, Melendez		
ABSTAIN: None		
ABSENT: None		

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember 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.

Mayor Torres pulled Item No. 5 and 7 for discussion; Mayor Pro Tem Peralta motioned to approve Item No's. 4, 6, 8, and 9. It was seconded by Councilmember Melendez and the motion was approved unanimously.

During the discussion of Item No. 5, Mayor Torres noted he mistakenly pulled Item No. 5 when he meant to pull Item No. 4. City Attorney Alvarez Glasman asked for consideration to amend the motion to approve Items No. 5,6,8,9.

Councilmember Melendez motioned to approve Item No's. 5,6,8,9, seconded by Mayor Pro Tem Peralta; the motion was

approved unanimously.

4. **HYRAP STREETS PROJECT FISCAL YEAR 2022-23 (CP NO. 897) – NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the HYRAP Street Project, Fiscal Year 2022-23 (CP No. 897) as completed by Manhole Adjusting Inc., and
2. Approve the recommended “Changes in Work” for the project in the amount of \$311,343 (Attachment A); and
3. Approve the Final Total Project Budget (Attachment B); and
4. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$61,602 in the Measure M Fund, Account No. 220-99-7116-100.897.30 (Measure M, Improvements Other Than Building, HYRAP Streets Project); and
5. Authorize the City Clerk to file the Notice of Completion with Los Angeles County Recorder (Attachment C) and authorize the City Manager to release the retention payment due to Manhole Adjusting, Inc. following the mandatory waiting period from the date of Notice of completion is recorded; and
6. Take such additional related action that may be desirable.

Mayor Torres pulled this item for clarification on the expenditures. Director Solorza was available to answer any questions.

Mayor Pro Tem Peralta motioned to approve the item as is; seconded by Councilmember Melendez; the motion was approved unanimously.

5. **MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (CP NO. 894) – ELECTRICAL SWITCHGEAR PURCHASE ORDER**

RECOMMENDATION: It is recommended that the City Council:

1. By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the purchase of the electrical switchgear for the Montebello Municipal Golf Course Renovation Project (CP No. 894), in accordance with Montebello Municipal Code Chapter 3.20.050; and
2. Approve a contract with AAA Electrical Supply in the amount not-to-exceed \$128,000 for the electrical switchgear and authorize the City Manager to execute the Purchase Order; and
3. Take such additional, related, action that may be desirable.

Approved unanimously.

6. **APPROVAL TO SUBMIT GRANT APPLICATION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)**

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application for the Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 grant program; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

7. **APPROVAL TO SUBMIT APPLICATION FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)/ GRANT PROGRAMS DIRECTORATE (GPD) FISCAL YEAR 2022 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application to the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program; and
2. Take such additional, related action that may be desirable.

Mayor Torres pulled this item to ask a clarifying question regarding the eligibility of the grant requirements. Chief Peleaz stated that he consulted with professional grant writers and based on the professionals they deemed they would qualify for the grant.

Mayor Pro Tem Peralta motioned to approve the item; seconded by Councilmember Melendez; the motion was approved unanimously.

8. **ADOPT RESOLUTION NO. 23-21 APPROVING THE FEMA-4683-DR-CA: CALIFORNIA EMERGENCY DECLARATION SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES PROGRAM (STAFF REPORT AND SUPPORTING DOCUMENTS WILL BE INCLUDED AS PART OF THIS AGENDA BEFORE THE MEETING)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-21, approving the FEMA-4683-DR-CA: California Emergency Declaration Severe Winter Storms, Flooding, Landslides, and Mudslides Program; and
2. Authorize Staff to Conduct Cost Recovery Processes on behalf of the City and to submit any subsequent documents and forms to facilitate any cost recovery; and
3. Take additional, related action that may be desirable.

Approved unanimously.

9. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-20 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 8, 2023**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-20 approving the Warrant Register dated March 8, 2023.

Approved unanimously.

PUBLIC COMMENTS - CONTINUED

None.

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).

None.

COUNCIL/AGENCY ORALS

Council member announcements and requests for future agenda items.

- Georgina Tamayo, Councilmember

- Scarlet Peralta, Mayor Pro Tem

1. (A) Receive Council consensus to host A Celebration of Children with Special Needs Annual Event; (B) Direct staff to present to council on how to explore expanded funding for adaptive youth sports and or the development of a STAR (Special Time for Adaptive Recreation) Program.
2. Receive Council consensus to implement an engaging community budgeting process model that includes community surveys, community budgeting conversation sessions, etc.
3. Women's History Month and Celebrating Montebello's Favorite Women-Owned Businesses. Nominate an inspiring female business owner at scarletmtb.com/nominate.
4. Mayor Pro Tem Scarlet Peralta's Adopt a Furry Friend Sponsorship Fund. Submit an interest form at scarletmtb.com/adopt.

Mayor Pro Tem Peralta asked for consensus for Council Oral Item No. 1; consensus was received to host a celebration for children with special needs. Ms. Peralta also asked for consensus to direct staff to provide the Council on how they can expand the adaptive youth program, what staffing would be required, and the funding needed. Director Sosnowski provided a brief update on these programs that are being implemented and consensus was received. Mayor Pro Tem Peralta did not speak on Council Oral Item No. 2. For Council Oral No. 3, she acknowledged Women's History Month and encouraged nominations for women-owned businesses. Lastly, for Council Oral No. 4, she noted she would be sponsoring a Montebello family's pet adoption and, if interested, to submit a form.

- **Angie M. Jimenez, Councilmember**

- **Salvador Melendez, Councilmember**

Councilmember Melendez invited the community and his colleagues to join him and Cal State Long Beach School of Social Work at the Montebello Senior Center on Saturday from 11-1pm for a mental health workshop.

- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

None.

ADJOURNMENT

The City of Montebello will adjourn to the next **Special Meeting on March 13, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.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 5, 2023, no later than 6:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 9:35 p.m.

THE MINUTES OF MARCH 8, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 31 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/8/23

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Dave Hornbeck

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

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

MEETING DATE: 3/8/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Eddie Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

3 ✓

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

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

MEETING DATE: 3/8/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Manny Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/8/23

TIME RECEIVED:

SPEAKER'S FULL NAME:

Joella Valdez

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

5



CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3-8-23 **TIME RECEIVED:** 3pm

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 3-8-23 TIME RECEIVED: 3:56 pm

SPEAKER'S FULL NAME: Rosemary Torres PHONE: _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

7



CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** City Manager Action

MEETING DATE: 3-8-23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MICHAEL CHEE **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** CITY MANAGER

MEETING DATE: 3-8-23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: JEFF JIMENEZ **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Tree Related Problem

MEETING DATE:

3/8/23

TIME RECEIVED:

SPEAKER'S FULL NAME:

ROBERT RISHER

PHONE:

323-8169659

(Optional)

ADDRESS:

201 DOCHAN CIRCLE Montebello CA 90640

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☒ Yes ☐

Language:

ENGLISH

RECEIVED BY STAFF:

Staff to follow up

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ AGENDA ITEM NO. 1

Opposed ☐ ? In Support ☐ Neutral ☐ TOPIC: PERFORMANCE EVALUATION

MEETING DATE: 3/8/23 TIME RECEIVED: 5:38

SPEAKER'S FULL NAME: Raul Huerta PHONE: (323) 197 28 54
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: SELF

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Closed session

MEETING DATE: 3/8/23

TIME RECEIVED: 8:39

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



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.

Closed Session

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date:

3/8/2023

Time Received:

5:50

Date Received:

3/8/23

SPEAKER'S FULL NAME:

Alexandra Briseno

PHONE: _____

(Optional)

ADDRESS:

847 N. Vail Ave

(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:

3/8/2023

Time Received: _____

Date Received:

3/8/2023

SPEAKER'S FULL NAME:

Marie Ledezma

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

did not attend

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: B

MEETING DATE: 3/8/23

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8-15



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3-8-2023 **TIME RECEIVED:** 5:53

SPEAKER'S FULL NAME: JULIO H RAMIREZ **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 3-8-23 **TIME RECEIVED:** 2:55 pm

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 3-8-23 **TIME RECEIVED:** 3pm

SPEAKER'S FULL NAME: Rosa Tameyo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** GENERAL COMMENT

MEETING DATE: 3-8-23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: JEFF JIMENEZ **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Roger Jimenez **PHONE:** (323) 683-7632

(Optional)

ADDRESS: 1133 Beach St

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Police Dept.

MEETING DATE: 3-8-2023 **TIME RECEIVED:** 5:33

SPEAKER'S FULL NAME: Maria Valencia **PHONE:** (323) 440.9973
(Optional)

ADDRESS: 1044 Carob way Montebello Ca 90640
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Drugs in Montebello

MEETING DATE: 3/8/23 **TIME RECEIVED:** 5:47

SPEAKER'S FULL NAME: LEVAN PROTAPO **PHONE:** 323-621-8525
(Optional)

ADDRESS: 845 50th ST. MONTERO
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public ORALS!!!

MEETING DATE: March 8, 2023 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MARJORIE EISER **PHONE:** _____

(Optional)

ADDRESS: District 2

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 89



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concern

MEETING DATE: 3/8/23 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: Andre Jackson **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 910



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concern

MEETING DATE: 3/8/23 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: Kimberly Cobos **PHONE:** 626-470-0126
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1011



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3-8-23 **TIME RECEIVED:** 5:56

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.**

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

MEETING DATE:

3/8-23

TIME RECEIVED:

SPEAKER'S FULL NAME:

BILL PAOLISSO

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:**

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 3

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/8/23

TIME RECEIVED: 6:00pm

SPEAKER'S FULL NAME: Nick Razo

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

3

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/8/2023

TIME RECEIVED:

6:00pm

SPEAKER'S FULL NAME:

Paul Espinoza

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 3

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/8/23

TIME RECEIVED: 6:00pm

SPEAKER'S FULL NAME: Fernando Delaez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 3

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

MEETING DATE: 3/8/23 **TIME RECEIVED:** 5:39

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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. 3

Meeting Date:

3/8/2023

Time Received:

5:50

Date Received:

3/8/23

SPEAKER'S FULL NAME:

Alexandra Briseno

PHONE:

(Optional)

ADDRESS:

847. North Vail Ave

(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 REGULAR MEETING

MINUTES

WEDNESDAY, MARCH 22, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present. Councilmember Jimenez arrived during Closed Session at 7:19 p.m.

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.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman asked council to pull Closed Session Items No. 1 and 5 to be discussed at a later date. Closed Session Items No. 2,3,4 will be addressed and only public comments on those items will be accepted.

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.

The City Clerk's Office acknowledged five (5) speaker cards submitted to the City Clerk's office. Said speaker cards are on file at the City Clerk's office.

CLOSED SESSION

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 6:15 p.m. to consider the following Closed Session items, with the exception of Item No. 1 and 5 which were pulled from the agenda:

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**

Mayor Torres reconvened the meeting at 7:20 p.m.

Item No. 1 and 5 were pulled.

All five members were present to discuss all Closed Session items (Councilmember Jimenez arrived at 6:19 p.m.) City Attorney Arnold Alvarez-Glasman provided the following report to City Council: A briefing was provided on Item No. 2 and the Council authorized filing litigation related to one matter; the action passed unanimously. A briefing was provided on Item No. 3, direction was provided but no action was taken and there was nothing to report. A briefing was provided on Item No. 4, direction was provided but no action was taken; however, this item will continue after the Consent Calendar.

INVOCATION

Senior Deputy City Clerk, Alicia Fernandez, led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Staff Sergeant, Sharon Row, led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

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

Presented by Mayor Torres.

7. SGVCOG MONTEBELLO PROJECT UPDATE

Ricky Choi, Director of Government and Community Relations from SGVCOG, provided a PowerPoint presentation regarding the Montebello Corridor construction project update and was available to answer any questions.

Councilmember Jimenez suggested town hall meetings for the residents in the area and public outreach. Councilmember Melendez asked clarifying questions regarding the commencement of the project, and when outreach would begin. Councilmember Tamayo expressed her excitement for this project and the collaboration with the SGVCOG. Mayor Pro Tem Peralta stated that this presentation was very helpful and covered a lot of the questions that residents may have and concurred with the Council's comments. Mayor Torres thanked the SGVCOG for their comprehensive presentation and stated that this answered a lot of the community's questions.

At this time, Mayor Torres asked to change the order of the agenda to discuss the Consent Calendar and receive the remaining presentations from MCAP and Police Services after the Consent Calendar.

8. MCAP QUARTERLY REPORT UPDATE

Chief Pelaez and Deputy Director Angelica Palmeros provided a PowerPoint to the City Council and were available to answer any questions.

The City Council commended the staff for the presentation and their on-going assistance with the program. Councilmember Melendez asked a clarifying question regarding the correlation with the increase in substance abuse; Mayor Pro Tem Peralta asked a clarifying question about whether a contact number is listed on the website; and the Mayor asked a clarifying question regarding what the transition looks like from Tiny Homes to stable housing. Director Palmeros addressed all the questions.

9. STATE OF POLICE SERVICES

Police Chief, Paul Espinosa, presented to Council a presentation on the state of Police services.

Councilmember Jimenez stated that she would like a satellite station on the south side and asked to meet with the Chief within the next couple weeks to discuss. Councilmember Melendez commended the Chief's efforts within his year of being Chief. Councilmember Tamayo thanked the Chief and stated that as Council she wants to work in partnership to grow the Police department. Mayor Pro Tem Peralta thanked the Chief for his presentation and expressed that it falls on the Council and the City as a whole that officers are paid appropriately and have the resources they need to do their job safely and as Council she would like to work on policies to ensure this.

10. WOMEN'S HISTORY MONTH

Presented by Mayor Torres.

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

Presented by Mayor Torres and proceeded with the General Public Comment section of the meeting.

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.

The City Clerk's Office acknowledged fourteen (14) speaker cards submitted to the City Clerk's office. Said speaker cards are on file at the City Clerk's office. Five (5) speakers were absent or did not appear when called.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

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.

Mayor Pro Tem Peralta motioned to have this item be heard at the next meeting, seconded by Councilmember Jimenez; the motion was approved unanimously.

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.

The Consent Calendar was addressed after Presentation Item No. 7.

City Attorney Alvarez-Glasman polled the Council. Mayor Pro Tem Peralta pulled Item No's. 13 and 18 and Mayor Torres pulled Item No's. 16, 18, and 21 for discussion.

It was motioned by Mayor Pro Tem Peralta to approve Item No's. 14, 15, 17, 19, 20, and 22, seconded by Councilmember Tamayo; the motion was approved unanimously. The speaker cards for Item No's. 13 and 18, including the pulled items, were addressed at this time. After all consent matters were addressed, Mayor Torres proceeded with Presentation Items No. 8-11.

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.

The City Clerk's Office acknowledged five (5) speaker cards submitted to the City Clerk's office. Said speaker cards are on file at the City Clerk's office.

Mayor Pro Tem Peralta pulled this item for discussion to express her support and encouraged her colleagues to stand in solidarity in support of this item. Councilmember Jimenez stated that she stands in solidarity with all of the City of Montebello employees and mentioned the current practices that the City has established to support staff and expressed her opposition to reinstating the Commission. Mayor Torres expressed his disagreement with Councilmember Jimenez' comments. No further comments were made.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 3-1-1-0
AYES: Tamayo, Peralta, Torres		
NOES: Jimenez		
ABSTAIN: Melendez		
ABSENT: None		

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 Block 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.

The City Clerk's Office acknowledged one (1) speaker card submitted to the City Clerk's office. Said speaker card is on file at the City Clerk's office.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

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.

The City Clerk's Office acknowledged one (1) speaker card submitted to the City Clerk's office. Said speaker card is on file at the City Clerk's office.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

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.

Mayor Torres pulled this item for discussion and suggested that the Request for Proposals (RFP) be amended to remove reference to any individuals and the RFP to go out to engage in firms.

Mayor Torres motioned to approve the item as recommended, including the suggested amendment, seconded by Councilmember Jimenez; the motion was approved unanimously.

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.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

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.

Mayor Torres and Mayor Pro Tem Peralta pulled this item for discussion. Peralta asked a clarifying question regarding the bidding process. Director of Transportation, Adrianna Kendricks, stated that it was a formal bid process.

Councilmember Jimenez motioned to approve the item, seconded by Councilmember Melendez; the motion was approved unanimously.

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.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

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, Miscellaneous Grants - SHSP [revenue]); and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

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.

Mayor Torres motioned to approve the Warrant Register except for Warrant No. 599190, seconded by Councilmember Jimenez; the motion was approved unanimously.

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.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

None.

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).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

No Council Orals.

- **Angie M. Jimenez, Councilmember**

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

CLOSED SESSION - CONTINUED

Mayor Torres recessed the meeting into Closed Session to continue discussion on Closed Session Item No. 4.

Mayor Torres reconvened the meeting at 11:27 p.m.

All five members were present to discuss Closed Session Item No. 4. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a final briefing was provided on Item No. 4, no action taken and nothing to report.

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.montebellocity.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

Mayor Torres observed a moment of silence for MCAP participant, Monique Rivera.

Mayor Torres adjourned in the memory of Monique Rivera. Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez to adjourn the meeting at 11:29 p.m.

THE MINUTES OF MARCH 22, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF APRIL 2023.

EXHIBIT - 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

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 4

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

MEETING DATE: 3/22 **TIME RECEIVED:** 5:48

SPEAKER'S FULL NAME: Antonio Herrera **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SMART-TD (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 4

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/22/23

TIME RECEIVED: 5:48

SPEAKER'S FULL NAME: Barbara Ruiz

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

SMART TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 4

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/22/23

TIME RECEIVED: 5:48

SPEAKER'S FULL NAME: Martha Cortez

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SMART ID

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** #4

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

MEETING DATE: 3/22/2023 **TIME RECEIVED:** 5:48

SPEAKER'S FULL NAME: CECILIA LOPEZ **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: SMART-TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

3

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/22/23

TIME RECEIVED:

SPEAKER'S FULL NAME:

Yvette Fimbres

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 5:30 **TIME RECEIVED:** 5:53

SPEAKER'S FULL NAME: Azucena Gomez **PHONE:** _____

ADDRESS: 524 N POPICK AVE #B10 Montebello CA
90040 (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3/22 **TIME RECEIVED:** 5:53

SPEAKER'S FULL NAME: Jesse Garcia **PHONE:** _____ (Optional)

ADDRESS: 829 Tola St (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3/22/2023 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: CECILIA LOPEZ **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: SMART-ID

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 42



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** GENERAL PUBLIC COMMENT

MEETING DATE: 3/22 **TIME RECEIVED:** 5:57

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____

ADDRESS: DT Street 2 _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3/22 **TIME RECEIVED:** 5:59

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** 323-724-6099
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3/22/23 **TIME RECEIVED:** 6:02

SPEAKER'S FULL NAME: Bill Paolissio **PHONE:** _____ (Optional)

ADDRESS: South Montebello (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** general comment

MEETING DATE: 2-23 **TIME RECEIVED:** 6:09

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Public Comment

MEETING DATE: 3/22/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

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

MEETING DATE: 3/22 **TIME RECEIVED:** 6:18

SPEAKER'S FULL NAME: [Signature] **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/22/23

TIME RECEIVED: 6:18

SPEAKER'S FULL NAME: Maria Knox

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 3/22 **TIME RECEIVED:** 6:18

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. General

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: General Comment

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Alexandra Briseno

PHONE: _____

(Optional)

ADDRESS: N. Vail Ave

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General comment

MEETING DATE: 3/22/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Parks - General Comment

MEETING DATE: 3-22-23 **TIME RECEIVED:** 6:57PM

SPEAKER'S FULL NAME: Linda Diane Strong **PHONE:** On File
(Optional)

ADDRESS: On File
(Optional)

ORGANIZATION REPRESENTED: Self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Civil Service

MEETING DATE: 3/22/23 **TIME RECEIVED:** 5:48

SPEAKER'S FULL NAME: Craig Barker **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Montebello Firefighters (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** 13 Civil Service

MEETING DATE: 3/22/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Civil Service Commission

MEETING DATE: 3/22/23 **TIME RECEIVED:** 6:41PM

SPEAKER'S FULL NAME: Cindy Farber **PHONE:** 213-369-7742
(Optional)

ADDRESS: 856 S. 5th St. Montebello, CA 90640
(Optional)

ORGANIZATION REPRESENTED: resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Civil Service

MEETING DATE: 3/22/23 **TIME RECEIVED:** 6:42PM

SPEAKER'S FULL NAME: Beatriz Vasquez **PHONE:** 323-552-3352
(Optional)

ADDRESS: 1540 Lancewood Ave
(Optional)

ORGANIZATION REPRESENTED: Smart-ID

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

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

MEETING DATE: 3/22/23 **TIME RECEIVED:** 6:55PM

SPEAKER'S FULL NAME: Myungh-Seo SEOK **PHONE:** 213-820-3431
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Painters & Allied Trades DC 36
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

14

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/22/23

TIME RECEIVED:

6:02

SPEAKER'S FULL NAME:

MARGOT E. ISEK

PHONE:

(Optional)

ADDRESS:

District 2

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

15

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

3/22

TIME RECEIVED:

5:53

SPEAKER'S FULL NAME:

Jesse Garcia

PHONE: _____

(Optional)

ADDRESS:

829 Tola St

ORGANIZATION REPRESENTED:

Re Tola St Resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



City Council Forecasted Agenda Calendar - May

MAY 10TH

	Citizen of the Month	Presentation	Public Affairs	Michael Chee
	Public Works Week	Presentation	Public Affairs	Michael Chee
	Asian Pacific Heritage Month	Presentation	Public Affairs	Michael Chee
	National Pet Month	Presentation	Public Affairs	Michael Chee
	Mental Health Month	Presentation	Public Affairs	Michael Chee
	Motorcycle Safety Awareness Month	Presentation	Public Affairs	Michael Chee
	National Military Appreciation Month	Presentation	Public Affairs	Michael Chee
	Department Budget Presentations	Regular Business	Finance	Michael Solorza
	Budget Amendments from Mid-Year	Regular Business	Finance	Michael Solorza
	Adopt Rules for Order for City Council/ Agency Meetings	Regular Business	City Attorney	Arnold Alvarez-Glasman
	Emergency Resolution - In response to buildings affected by tornado	Consent	Planning	Joe Palombi
	Request to Issue an RFP for Local Hazard Mitigation Plan	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
	Quarterly Treasurer's Report	Consent	Finance	Michael Solorza
	Minutes	Consent	Administration	ACM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza