

AMENDED AGENDA



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MAY 10, 2023 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER
René Bobadilla

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
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.montebellocal.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 – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One matter related to the Brownfield Overlay Zone
One matter related to Infrastructure Engineering
2. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code Section 54947(b)(1)
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Assistant City Manager Arlene Salazar and Human Resources Director Nicholas Razo
Employee Groups: Various City employee groups, including but not limited to MPOA, MPMA, and SMART TD.
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957(b)(1)
Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. **CITIZEN OF THE MONTH - CAMILLA CHAN**
6. **ASIAN PACIFIC HERITAGE MONTH**

7. NATIONAL PET MONTH
8. MENTAL HEALTH MONTH
9. MOTORCYCLE SAFETY AWARENESS MONTH
10. NATIONAL MILITARY APPRECIATION MONTH
11. DEPARTMENT BUDGET PRESENTATIONS

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS**

12. **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.

13. **ECONOMIC DEVELOPMENT ACTION PLAN FRAMEWORK**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Economic Development Action Plan Framework; 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.

14. **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-10) FOR LOCAL HAZARD MITIGATION PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize to issue a Request for Proposals (RFP) for Local Hazard Mitigation Plan; and
2. Take such additional, related action that may be desirable.

15. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 23-8 FOR PRINTING AND GRAPHIC DESIGN SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP) 23-8 for printing and graphic design services; and
2. Take such additional, related action that may be desirable.

16. ANNUAL SLURRY SEAL PROJECT FOR FISCAL YEAR 2022-23 (CP NO. 892) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Annual Slurry Seal Project for Fiscal Year 2022-23 (CP No. 892) as completed by Doug Martin Contracting Company, and
2. Find that the requested “Changes in Work” for the project (Attachment A) have no significant effect on the environment and approve the additional changes in the amount of \$33,409. The final contract amount with Doug Martin Contracting Company is \$657,193; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to Doug Martin Contracting Company 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.

17. ANNUAL CONCRETE REPAIR PROGRAM PROJECT FISCAL YEAR 2021-22 (CP NO. 891) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Annual Concrete Repair Program Project from Fiscal year 2021-22 (CP No. 891) as completed by CJ Concrete Construction, Inc., 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 \$274,628. The final contract amount with CJ Concrete Construction, Inc. is \$1,483,611; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to CJ Concrete Construction, 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.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4005 WITH AVENU INSIGHTS & ANALYTICS, LLC

RECOMMENDATION: It is recommended that the City Council:

1. Approve the attached Amendment to Agreement No. 4005 with Avenu Insights & Analytics, LLC, (Avenu); and
2. Take such additional, related action that may be desirable.

19. TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2023 (Third Quarter).

20. ADOPT RESOLUTION NO. 23-29 TO TEMPORARILY SUSPEND LIMITATIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 17.54.040(C)(3) FOR NON-CONFORMING BUILDINGS THAT WERE DAMAGED OR PARTIALLY DESTROYED AS A RESULT OF THE MONTEBELLO TORNADO IN ORDER TO FACILITATE REPAIRS ASSOCIATED WITH AFFECTED BUILDINGS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-29, approving a temporary suspension of the limitations under Montebello Municipal Code Section 17.54.040(C)(3) for Non-Conforming Uses/Buildings that were damaged or partially destroyed as a result of the Montebello tornado; and
2. Take such additional, related action that may be desirable.

21. APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. 3444 WITH JOHNSON CONTROLS, INC FOR CITYWIDE HVAC MAINTENANCE AND REPAIRS

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3444 with Johnson Controls for Citywide Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair increasing the annual contract amount for Fiscal Year 2022-23 by \$75,000 to a total of \$204,052; and
2. Authorize the City Manager to execute Amendment No. 3 on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$56,250 in Account No. 100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Building Maintenance/Repairs), and \$18,750 in Account No. 600-90-915-6040.60 (Transit, Corporate Shops, Building Maintenance/Repairs), and;
4. Authorize the issuance of an RFP for Citywide HVAC Maintenance and Repair services; and
5. Take such additional, related action that may be desirable.

22. APPROVAL TO SUBMIT GRANT APPLICATION TO THE SOUTHERN CALIFORNIA GAS COMPANY (SoCalGas) PLANNING GRANTS TO SUPPORT CLIMATE ADAPTATION AND RESILIENCY

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant application for the SoCalGas Planning Grants to Support Climate Adaptation and Resiliency; and
2. Take such additional, related action that may be desirable.

23. ACKNOWLEDGE SUBMITTAL OF 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. Acknowledge submission of a grant application in the amount of 2.5 million dollars for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Fiscal Year 2023 program; and
2. Take such additional, related action that may be desirable.

24. APPROVAL OF MINUTES: FEBRUARY 27, 2023 SPECIAL CITY COUNCIL MEETING; MARCH 1, 2023 SPECIAL CITY COUNCIL MEETING; MARCH 13, 2023 SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

25. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-30 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 10, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-30 approving the Warrant Register dated May 10, 2023.

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. Request Council Consensus to display an LGBTQIA banner.
- **David N. Torres, Mayor**
 1. Request for council consensus to recognize May 26, 2023 as National Poppy Day to honor the fallen and support the living who have worn our nation's uniform.
 2. Request(s) for certain budget presentations and information.
 3. Request for council consensus directing staff to study fees related to fundraising by non-profits and other community organizations in Montebello.
- **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 24, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, May 7, 2023 no later than 6:00 p.m.**



Kimberly Guillen, 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 # 12

**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: May 10, 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 \$821,000. 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 MAY 10, 2023

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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 - 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

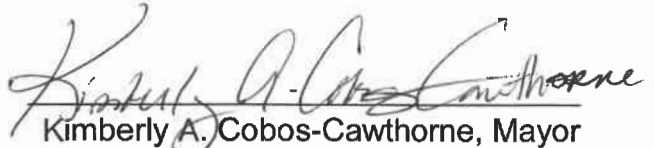
WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPMA have developed the Comprehensive Memorandum of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

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

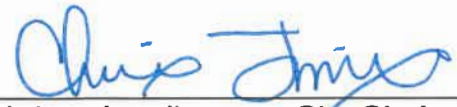
SECTION 1: The MOU between the City of Montebello and the MPMA dated January 1, 2022 through June 30, 2023 and attached is hereby approved.

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.

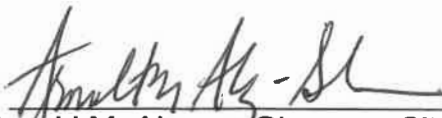
APPROVED AND ADOPTED this 8th day of June 2022.


Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-38

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



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

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

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

ARTICLE I - IMPLEMENTATION

SECTION A TERM

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

SECTION B RECOGNITION

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

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

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

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

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

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

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

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

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

ARTICLE II - COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

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

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

Effective January 01, 2022:

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

* See salary matrix attached

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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.

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- 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):

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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

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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

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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

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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.

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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

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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.

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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

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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



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2.060.590 Bilingual Pay

Purpose

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

Policy

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

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

Procedure

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



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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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

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

(Revised: 04/27/2022)



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2.060.565 Bereavement Leave

Purpose

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

Policy

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

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

Procedure

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

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

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

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

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

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

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

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

Policy

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

Procedure

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

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

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

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



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

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

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

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



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

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

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

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

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

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

MONTEBELLO MID-MANAGEMENT ASSOCIATION

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

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

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

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



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

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

MONTEBELLO SUPERVISORS' ASSOCIATION

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

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

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

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

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



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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

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

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

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

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

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



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

MONTEBELLO FIREFIGHTERS' ASSOCIATION

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

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

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

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

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

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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

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

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

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

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



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

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

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

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



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

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

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

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

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

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

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



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

(Revised: 04/27/2022)



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2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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

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

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

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

Procedure:

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

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

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

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

(Revised: 07/28/21)



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.



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

Procedure

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

C. HEALTH INSURANCE THROUGH PEMHCA

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

D. HEALTH INSURANCE CITY CONTRIBUTION

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

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

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



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

E. Medical Insurance Opt-out Incentive

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

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



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2.060.528 Education Incentive Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

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

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

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

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

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



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

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

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

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

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

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

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

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

MONTEBELLO FIREFIGHTERS' ASSOCIATION

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

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

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

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

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

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

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

(Revised: 05/25/2022)

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 10th day of May 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

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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 10th day of May 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 - MPMA MOU

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



FOR JULY 1, 2023 THROUGH JUNE 30, 2026

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Management Association ("MPMA"), and have 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

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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.

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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

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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

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§ § 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

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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:

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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

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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.

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- 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.

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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.

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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

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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.

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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



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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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



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

(Revised: 04/27/2022)



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.



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- 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

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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



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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



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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

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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.



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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



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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



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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):

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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'



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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:



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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



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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)



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2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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

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

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

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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)



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2.060.504 Employee Compensation and Benefits

Purpose

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

Policy

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

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



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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]



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- 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.



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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)

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2.060.528 Education Incentive Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<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

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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



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

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **MONTEBELLO MID-MANAGEMENT ASSOCIATION** **MONTEBELLO 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

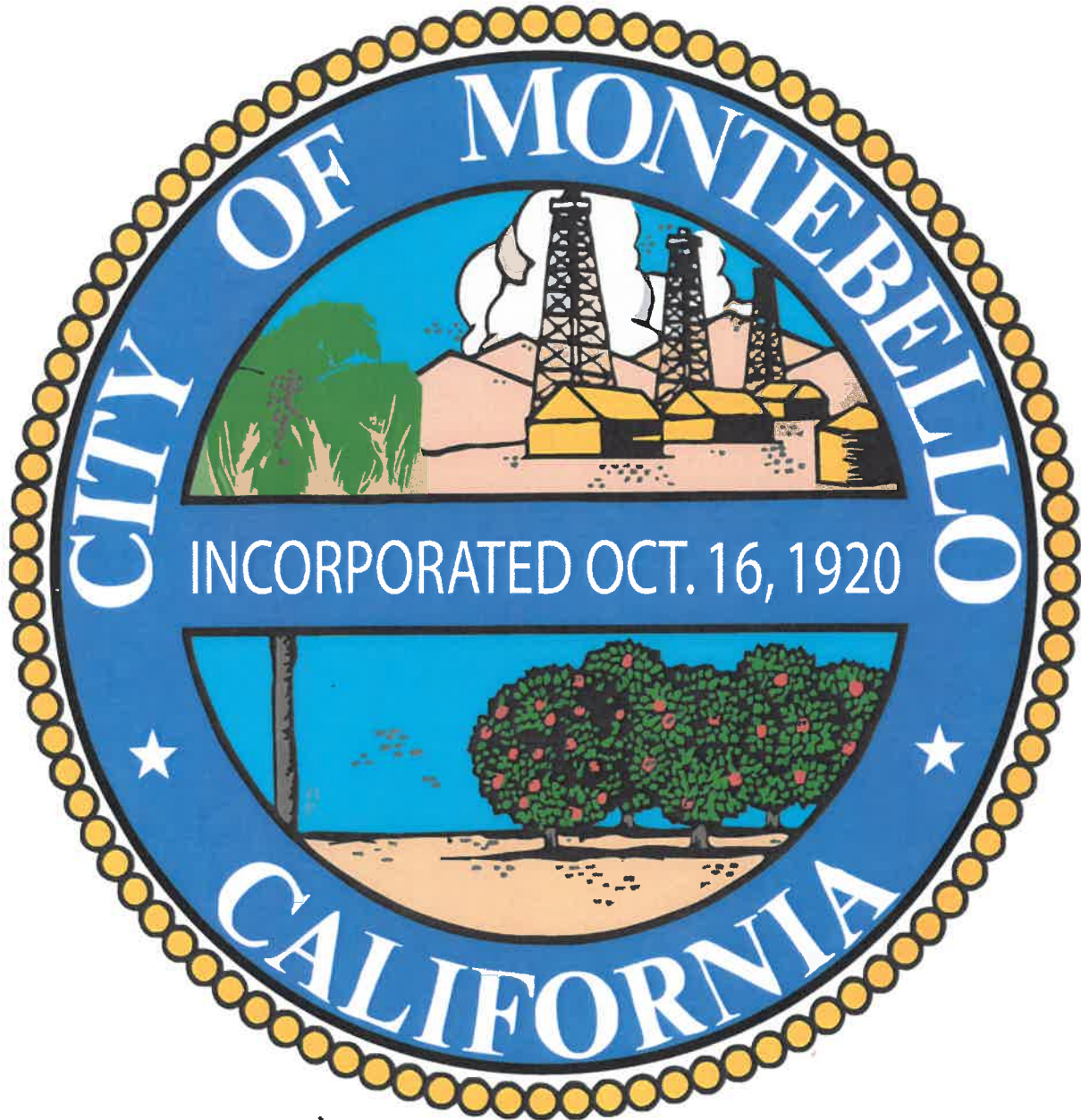
Employees in the MEMA group, employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

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

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Management Association ("MPMA"), and have 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

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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.

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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

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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

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§ § 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

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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:

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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

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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.

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- 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.

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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.

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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

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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.

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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



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

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

Prior to May 2022:

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

Effective July 1, 2022:

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

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

APPENDIX A



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

(Revised: 04/27/2022)



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.



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- 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

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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)

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2.060.227 Longevity Pay

Purpose

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

Policy

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

Procedure

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

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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

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

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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



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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 ten 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 thirteen 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 fifteen 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

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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.



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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



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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



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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):



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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'



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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:



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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



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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

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2.060.517 Education Reimbursement Program

Purpose:

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

Policy:

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

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

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

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

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

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



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

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

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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.



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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]



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- 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.



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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

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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 # 13

SUBJECT: ECONOMIC DEVELOPMENT ACTION PLAN FRAMEWORK

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Economic Development Action Plan Framework; and,
2. Take such additional, related action that may be desirable.



ITEM # 14

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

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-10) FOR LOCAL HAZARD MITIGATION PLAN

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize to issue a Request for Proposals (RFP) for Local Hazard Mitigation Plan; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuance of this RFP has no direct fiscal impact. However, should there be a successful award of a contract related to providing services to conduct the preparation of the Local Hazard Mitigation Plan (LHMP), the fiscal impact will be presented for City Council's review and approval. Staff will research funding sources to offset the impact on the General Fund. There may be grant opportunities or other alternate funding streams. A full cost proposal will be presented in a subsequent agenda report coinciding with the awarding of an agreement for these services. The estimated cost for a comprehensive LHMP can range from \$130,000 to \$160,000.

BACKGROUND/DISCUSSION:

The Hazard Mitigation Plan (Mitigation Plan) was prepared in response to the Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) requires state and local governments to prepare mitigation plans to document their mitigation planning process and identify hazards, potential losses, mitigation needs, goals, and strategies. This type of planning supplements the City's comprehensive land

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 2 of 2

use planning and emergency management planning programs. This document is a federally mandated update to the City of Montebello's 2017 Local Hazard Mitigation Plan and ensures continuing eligibility for Hazard Mitigation Grant Program (HMGP) and Federal Emergency Management Agency (FEMA) funding.

The City of Montebello by and through the Montebello Fire Department is requesting proposals from highly qualified companies to provide consulting services for the development of the 5-Year Local Hazard Mitigation Plan. The LHMP is set to expire on June 30, 2023. This LHMP has a direct impact on Fire, Police, Public Works, and Planning as it relates to receiving grant funds, and other important City projects.

Additionally, the Fire Department has developed a draft Request For Proposal (RFP), setting clear expectations and a detailed scope of work, to ensure the needs of the City are met. If approved, the notice inviting proposals will be published using Planetbids in May 2023. The due date for all proposals is tentatively scheduled for July 2023 with the selection of a vendor following shortly after. Staff will return to the City Council seeking approval of an award of a contract, along with presenting a fiscal impact statement outlining the total project budget and funding sources.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve the issuance of an RFP and direct staff to take such additional, and related, action that may be desirable.

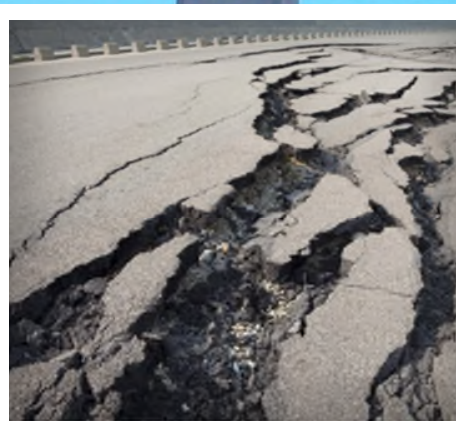
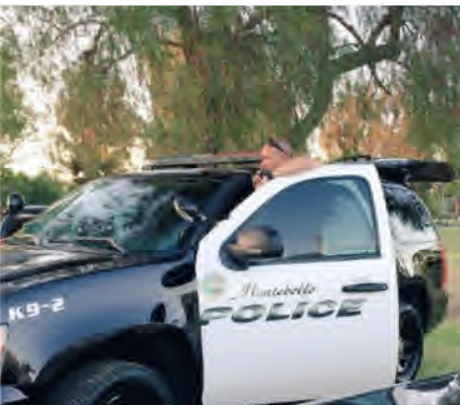
ATTACHMENT(S)

1. Attachment A - Local Hazard Mitigation Plan 2017-2023
2. Attachment B - RFP 23-10 - Consultant LHMP

NEXT STEPS:

N/A

Hazard Mitigation Plan



January 2017



City of
MONTEBELLO
CALIFORNIA



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Credits

Montebello City Council

Vivian Romero, Mayor
William M. Molinari, Mayor Pro Tem
Art Barajas, Councilmember
Vanessa Delgado, Councilmember
Jack Hadjinian, Councilmember

Montebello Planning Commission

Daniel Gonzalez, Chair
Kevork Bagoian, Vice Chair
Sona Mooradian, Commissioner
Brissa Sotelo, Commissioner
Sergio Zazueta, Commissioner

City Administration

Francesca Tucker-Schuyler, City Manager
Danilo Batson, Assistant City Manager

City Staff

Ben Kim, Director of Planning and Community Development
Dan Frances, Fire Chief
Kevin McClure, Police Chief
David Sosnowski, Director of Recreation and Community Services
Tom Barrio, Director of Transportation
Steve Kwon, Director of Finance
Kurt Johnson, Fire Marshall

Consultants

California Consulting
Emergency Planning Consulting



Hazard Mitigation Planning Team:

Agency	Name	Department	Position
City of Montebello	Francesca Tucker-Schuyler	City Administration	City Manager
	Danilo Batson	City Administration	Assistant City Manager
	Ben Kim	Planning and Community Development Department	Director
	Dan France	Fire Department	Fire Chief
	Kurt Johnson	Fire Department	Fire Marshal
	Brad Keller	Police Department	Captain
	Rick Rojas	Police Department	Lieutenant
	David Sosnowski	Recreation and Community Services	Director
California Consulting	Allison Richards	Business Development	Senior Director
Emergency Planning Consultants	Carolyn J. Harshman	Consultant	President

Point of Contact

To request information or provide comments regarding this mitigation plan, please contact:

Name & Position Title	Matthew Feske, Planning Manager
Email	mfeske@cityofmontebello.com
Mailing Address	1600 W. Beverly Boulevard Montebello, CA 90640
Telephone Number	(323) 887-1200



Consulting Services

Emergency Planning Consultants

- ✓ Project Manager: Carolyn J. Harshman, CEM, President
- ✓ Lead Research Assistant: Alex L. Fritzler
- ✓ HAZUS/GIS: Michael McDaniel

3665 Ethan Allen Avenue
San Diego, California 92117
Phone: 858-483-4626
epc@pacbell.net
www.carolynharshman.com

Mapping

The maps in this plan were provided by Emergency Planning Consultants, City of Montebello, County of Los Angeles, Federal Emergency Management Agency (FEMA), and acquired from public Internet sources. Care was taken in the creation of the maps contained in this Plan, however they are provided "as is". The City of Montebello cannot accept any responsibility for any errors, omissions or positional accuracy, and therefore, there are no warranties that accompany these products (the maps). Although information from land surveys may have been used in the creation of these products, in no way does this product represent or constitute a land survey. Users are cautioned to field verify information on this product before making any decisions.

Mandated Content

In an effort to assist the readers and reviewers of this document, the jurisdiction has inserted "markers" emphasizing mandated content as identified in the Disaster Mitigation Act of 2000 (Public Law – 390). Following is a sample marker:

EXAMPLE

Q&A | ELEMENT A: PLANNING PROCESS | A1

Q A1: Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))

A:



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Part I: PLANNING PROCESS

Introduction

The Hazard Mitigation Plan (Mitigation Plan) was prepared in response to Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) requires state and local governments to prepare mitigation plans to document their mitigation planning process, and identify hazards, potential losses, mitigation needs, goals, and strategies. This type of planning supplements the City's comprehensive land use planning and emergency management planning programs. This document is a federally mandated update to the City of Montebello 2004 Local Hazard Mitigation Plan and ensures continuing eligibility for Hazard Mitigation Grant Program (HMGP) funding.

DMA 2000 was designed to establish a national program for pre-disaster mitigation, streamline disaster relief at the federal and state levels, and control federal disaster assistance costs. Congress believed these requirements would produce the following benefits:

- ✓ Reduce loss of life and property, human suffering, economic disruption, and disaster costs.
- ✓ Prioritize hazard mitigation at the local level with increased emphasis on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical facilities/services survive a disaster.
- ✓ Promote education and economic incentives to form community-based partnerships and leverage non-federal resources to commit to and implement long-term hazard mitigation activities.

In addition to compliance with regulations contained in DMA 2000, the City desires to conform to the standards contained in California Assembly Bill 2140. As such, the Hazard Mitigation Plan is an attachment to the City's General Plan Safety Element (2017).

The following FEMA definitions are used throughout this plan (Source: FEMA, 2002, *Getting Started, Building Support for Mitigation Planning*, FEMA 386-1):

Hazard Mitigation – "Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards".

Planning – "The act or process of making or carrying out plans; specifically, the establishment of goals, policies, and procedures for a social or economic unit."

Planning Approach

The four-step planning approach outlined in the FEMA publication, *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies* (FEMA 386-3) was used to develop this plan:

- ✓ **Develop mitigation goals and objectives** - The risk assessment (hazard characteristics, inventory, and findings), along with municipal policy documents, were utilized to develop mitigation goals and objectives.



- ✓ **Identify and prioritize mitigation actions** - Based on the risk assessment, goals and objectives, existing literature/resources, and input from participating entities, mitigation activities were identified for each hazard. Activities were 1) qualitatively evaluated against the goals and objectives, and other criteria; 2) identified as high, medium, or low priority; and 3) presented in a series of hazard-specific tables.
- ✓ **Prepare implementation strategy** - Generally, high priority activities are recommended for implementation first. However, based on community needs and goals, project costs, and available funding, some medium or low priority activities may be implemented before some high priority items.
- ✓ **Document mitigation planning process** - The mitigation planning process is documented throughout this plan.

Hazard Land Use Policy in California

Planning for hazards should be an integral element of any City's land use planning program. All California cities and counties have General Plans (also known as Comprehensive Plans) and the implementing ordinances that are required to comply with the statewide land use planning regulations.

The continuing challenge faced by local officials and state government is to keep the network of local plans effective in responding to the changing conditions and needs of California's diverse communities, particularly in light of the very active seismic region in which we live.

Planning for hazards requires a thorough understanding of the various hazards facing the City and region as a whole. Additionally, it's important to take an inventory of the structures and contents of various City holdings. These inventories should include the compendium of hazards facing the City, the built environment at risk, the personal property that may be damaged by hazard events and most of all, the people who live in the shadow of these hazards. Such an analysis is found in this hazard mitigation plan.

State and Federal Partners in Hazard Mitigation

All mitigation is local and the primary responsibility for development and implementation of risk reduction strategies and policies lies with each local jurisdiction. Local jurisdictions, however, are not alone. Partners and resources exist at the regional, state and federal levels. Numerous public agencies have a role in hazard identification and mitigation.

Some of the key agencies include:

- ✓ California Office of Emergency Services (Cal OES) is responsible for disaster mitigation, preparedness, response, recovery, and the administration of federal funds after a major disaster declaration;
- ✓ Southern California Earthquake Center (SCEC) gathers information about earthquakes, integrates information on earthquake phenomena, and communicates this to end-users and the general public to increase earthquake awareness, reduce economic losses, and save lives.
- ✓ California Department of Forestry and Fire Protection (CAL FIRE) is responsible for all aspects of wildland fire protection on private and state properties, and administers forest practices regulations, including landslide mitigation, on non-federal lands.



- ✓ California Division of Mines and Geology (DMG) is responsible for geologic hazard characterization, public education, and the development of partnerships aimed at reducing risk.
- ✓ California Division of Water Resources (DWR) plans, designs, constructs, operates, and maintains the State Water Project; regulates dams; provides flood protection and assists in emergency management. It also educates the public, serves local water needs by providing technical assistance
- ✓ FEMA provides hazard mitigation guidance, resource materials, and educational materials to support implementation of the capitalized DMA 2000.
- ✓ United States Census Bureau (USCB) provides demographic data on the populations affected by natural disasters.
- ✓ United States Department of Agriculture (USDA) provides data on matters pertaining to land management.

Hazard Mitigation Legislation

Hazard Mitigation Grant Program

In 1974, Congress enacted the Robert T. Stafford Disaster Relief and Emergency Act, commonly referred to as the Stafford Act. In 1988, Congress established the Hazard Mitigation Grant Program (HMGP) via Section 404 of the Stafford Act. Regulations regarding HMGP implementation based on the DMA 2000 were initially changed by an Interim Final Rule (44 CFR Part 206, Subpart N) published in the Federal Register on February 26, 2002. A second Interim Final Rule was issued on October 1, 2002.

The HMGP helps states and local governments implement long-term hazard mitigation measures for natural hazards by providing federal funding following a federal disaster declaration. Eligible applicants include state and local agencies, Indian tribes or other tribal organizations, and certain nonprofit organizations.

“Floods and hurricanes happen. The hazard itself is not the disaster – it’s our habits, it’s how we build and live in those areas...that’s the disaster.”

**Craig Fugate,
FEMA Director**

In California, the HMGP is administered by Cal OES. Examples of typical HMGP projects include:

- ✓ Property acquisition and relocation projects
- ✓ Structural retrofitting to minimize damages from earthquake, flood, high wind, wildfire, or other natural hazards
- ✓ Elevation of flood-prone structures
- ✓ Vegetative management programs, such as:
 - o Brush control and maintenance
 - o Fuel break lines in shrubbery
 - o Fire-resistant vegetation in potential wildland fire areas



Pre-Disaster Mitigation Program

The Pre-Disaster Mitigation Program (PDM) was authorized by §203 of the Stafford Act, 42 United States Code, as amended by §102 of the DMA 2000. Funding is provided through the National Pre-Disaster Mitigation Fund to help state and local governments (including tribal governments) implement cost-effective hazard mitigation activities that complement a comprehensive mitigation program.

In Fiscal Year 2009, two types of grants (planning and competitive) were offered under the PDM Program. Planning grants allocate funds to each state for Mitigation Plan development. Competitive grants distribute funds to states, local governments, and federally recognized Indian tribal governments via a competitive application process. FEMA reviews and ranks the submittals based on pre-determined criteria. The minimum eligibility requirements for competitive grants include participation in good standing in the National Flood Insurance Program (NFIP) and a FEMA-approved Mitigation Plan. (Source: <http://www.fema.gov/fima/pdm.shtm>)

Flood Mitigation Assistance Program

The Flood Mitigation Assistance (FMA) Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101). Financial support is provided through the National Flood Insurance Fund to help states and communities implement measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the NFIP.

Three types of grants are available under FMA: planning, project, and technical assistance. Planning grants are available to states and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for project grants to implement measures to reduce flood losses. Technical assistance grants in the amount of 10 percent of the project grant are available to the state for program administration. Communities that receive planning and/or project grants must participate in the NFIP. Examples of eligible projects include elevation, acquisition, and relocation of NFIP-insured structures. (Source: <http://www.fema.gov/fima/fma.shtm>)

Q&A | ELEMENT C. MITIGATION STRATEGY | C2

Q: C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))

A: See **NFIP Participation** below.

National Flood Insurance Program

Established in 1968, the NFIP provides federally-backed flood insurance to homeowners, renters, and businesses in communities that adopt and enforce floodplain management ordinances to reduce future flood damage. The City of Montebello adopted a floodplain management ordinance in 1998 and has Flood Insurance Rate Maps (FIRM) that show floodways, 100-year flood zones, and 500-year flood zones. The City Engineer is designated as floodplain administrator.



NFIP Participation

The City of Montebello participates in NFIP and the FEMA FIRM maps for the City of Montebello were last updated September 26, 2008. Unfortunately, FEMA flood maps are not entirely accurate. These studies and maps represent flood risk at the point in time when FEMA completed the studies, and does not incorporate planning for floodplain changes in the future due to new development. Although FEMA is considering changing that policy, it is optional for local communities. According to FEMA, the City of Montebello is designated a No Special Flood Hazard Area (NSFHA). A Non-Special Flood Hazard Area (NSFHA) is an area that is in a moderate- to low-risk flood zone (Zones B, C, X Pre- and Post-FIRM). An NSFHA is not in any immediate danger from flooding caused by overflowing rivers or hard rains. City of Montebello is rated as Zone X.

However, it's important to note that structures within a NSFHA are still at risk. In fact, over 20-percent of all flood insurance claims come from areas outside of mapped high-risk flood zones.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B4

Q: B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))

A: See **Repetitive Loss Properties** below.

Repetitive Loss Properties

Repetitive Loss Properties (RLPs) are most susceptible to flood damages; therefore, they have been the focus of flood hazard mitigation programs. Unlike a Countywide program, the Floodplain Management Plan (FMP) for repetitive loss properties involves highly diversified property profiles, drainage issues, and property owner's interest. It also requires public involvement processes unique to each RLP area. The objective of an FMP is to provide specific potential mitigation measures and activities to best address the problems and needs of communities with repetitive loss properties. A repetitive loss property is one for which two or more claims of \$1,000 or more have been paid by the National Flood Insurance Program (NFIP) within any given ten-year period. According to NFIP resources, there are no Repetitive Loss Properties (RLPs) within the City of Montebello.

State and Federal Guidance in Hazard Mitigation

While local jurisdictions have primary responsibility for developing and implementing hazard mitigation strategies, they are not alone. Various state and federal partners and resources can help local agencies with mitigation planning.

The Mitigation Plan was prepared in accordance with the following regulations and guidance documents:

- ✓ DMA 2000 (Public Law 106-390, October 10, 2000)
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, October 1, 2002
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, February 26, 2002



- ✓ How-To Guide for Using HAZUS-MH for Risk Assessment, (FEMA 433), February 2004
- ✓ Mitigation Planning “How-to” Series (FEMA 386-1 through 9 available at: <http://www.fema.gov/fima/planhowto.shtm>)
- ✓ Getting Started: Building Support For Mitigation Planning (FEMA 386-1)
- ✓ Understanding Your Risks: Identifying Hazards and Estimating Losses (FEMA 386-2)
- ✓ Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies (FEMA 386-3)
- ✓ Bringing the Plan to Life: Implementing the Mitigation Plan (FEMA 386-4)
- ✓ Using Benefit-Cost Review in Mitigation Planning (FEMA 386-5)
- ✓ Integrating Historic Property and Cultural Resource Considerations into Mitigation Planning (FEMA 386-6)
- ✓ Integrating Manmade Hazards Into Mitigation Planning (FEMA 386-7)
- ✓ Multi-Jurisdictional Mitigation Planning (FEMA 386-8)
- ✓ Using the Mitigation Plan to Prepare Successful Mitigation Projects (FEMA 386-9)
- ✓ State and Local Plan Interim Criteria Under the DMA 2000, July 11, 2002, FEMA
- ✓ Mitigation Planning Workshop For Local Governments-Instructor Guide, July 2002, FEMA
- ✓ Report on Costs and Benefits of Natural Hazard Mitigation, Document #294, FEMA
- ✓ LHMP Development Guide – Appendix A - Resource, Document, and Tool List for Local Mitigation Planning, December 2, 2003, Cal OES
- ✓ Local Mitigation Plan Review Guide (FEMA 2011)
- ✓ Local Mitigation Planning Handbook (FEMA 2013)



How is the Plan Organized?

The structure of the plan enables the reader to use a section of interest to them and allows the City to review and update sections when new data is available. The ease of incorporating new data into the plan will result in a Mitigation Plan that remains current and relevant.

Following is a description of each section of the plan:

Part I: Planning Process

Introduction

Describes the background and purpose of developing a mitigation plan.

Planning Process

Describes the mitigation planning process including: stakeholders and integration of existing data and plans.

Part II: Risk Assessment

Community Profile

Summarizes the history, geography, demographics, and socioeconomics of the City.

Risk Assessment



This section provides information on hazard identification, vulnerability and risk associated with hazards in the City.

City-Specific Hazard Analysis

Describes the hazards posing a significant threat to the City including:

Earthquake | Wildfire | Flooding | Dam Failure | Drought

Each City-Specific Hazard Analysis includes information on previous occurrences, local conditions, hazard assessment, and local impacts.

Part III: Mitigation Strategies

Mitigation Strategies

Documents the goals, community capabilities, and priority setting methods supporting the Plan. Also highlights the Mitigation Actions Matrix: 1) goals met; 2) identification, assignment, timing, and funding of mitigation activities; 3) benefit/cost/priorities; 4) plan implementation method; and 5) action item status.

Plan Maintenance

Establishes tools and guidelines for maintaining and implementing the Mitigation Plan.

Part IV: Appendix

The plan appendices are designed to provide users of the Mitigation Plan with additional information to assist them in understanding the contents of the mitigation plan, and potential resources to assist them with implementation.

General Hazard Overviews

Generalized subject matter information discussing the science and background associated with the identified hazards.

Attachments

- FEMA Letter of Approval
- City Council Staff Report
- City Council Resolution
- Community Meeting Sign-in Sheet
- Planning Commission Notice and Minutes
- Planning Team Sign-in Sheets
- Web Postings and Notices

Plan Adoption and Approval

As per DMA 2000 and supporting Federal regulations, the Mitigation Plan is required to be adopted by the City Council and approved by FEMA. See the **Planning Process Section** for details.

Who Does the Mitigation Plan Affect?

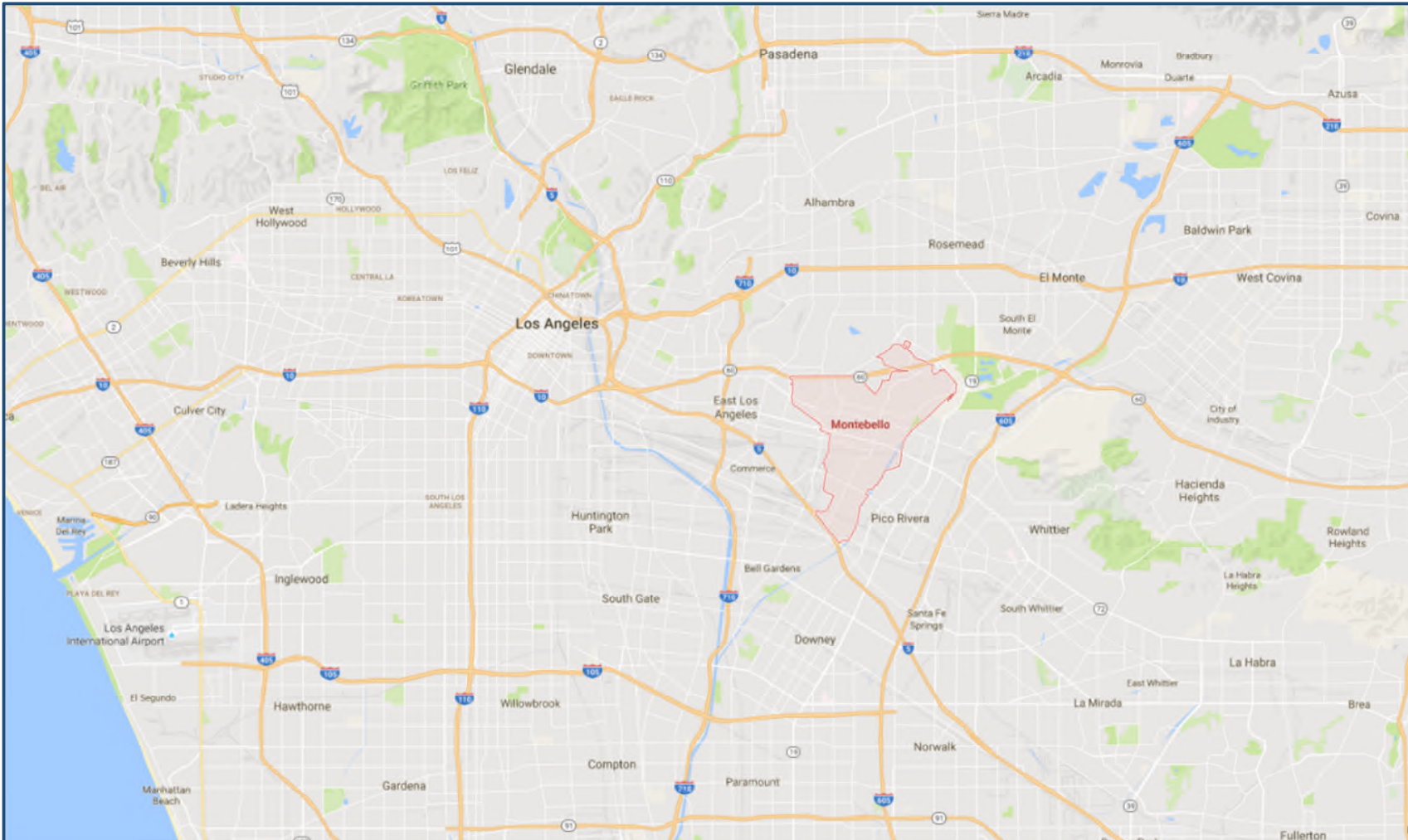
This plan provides a framework for planning for natural hazards. The resources and background information in the plan are applicable City-wide and to City-owned facilities outside of the City boundaries, and the goals and recommendations provide groundwork for local



mitigation plans and partnerships. **Map: City of Montebello** shows the regional proximity of the City to its adjoining communities.



Map: City of Montebello
(Source: Google Maps)





Planning Process

Throughout the project, the City followed its traditional approach to developing policy documents which included preparation of a First Draft Plan for review by the City's Hazard Mitigation Planning Team who served as the primary stakeholders. Next, following necessary updates from the internal review, a Second Draft Plan was shared with the secondary stakeholders including: general public, external agencies (utilities, special districts, adjoining jurisdictions), and community meetings - all during the plan writing phase. Next, the comments gathered from the secondary stakeholders were incorporated into the Third Draft Plan and forwarded to Cal OES and FEMA for review and conditional approval. Mandated revisions were incorporated into the Fourth Draft Plan before presentation to City Council. The Final Draft Plan was then submitted to FEMA for final approval. The planning process described above is portrayed below in the Planning Phases Timeline:

Q&A | ELEMENT A: PLANNING PROCESS | A1

Q: A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))

A: See **Planning Phases Timeline** below.

Q&A | ELEMENT A: PLANNING PROCESS | A2

Q: A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))

A: See **Planning Phases Timeline** below.

Q&A | ELEMENT A: PLANNING PROCESS | A3

Q: A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))

A: See **Planning Phases Timeline** below.

Q&A | ELEMENT E: PLAN ADOPTION | E1

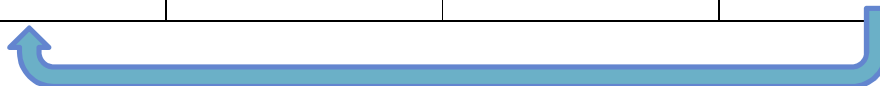
Q: E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))

A: See **Planning Phases Timeline** below.



Figure: Planning Phases Timeline

PLANNING PHASES TIMELINE			
Plan Writing Phase (First & Second Draft Plan)	Plan Adoption Phase (Third Draft Plan & Fourth Draft Plan)	Plan Approval Phase (Fourth Draft & Final Draft Plan)	Plan Implementation Phase
• Planning Team input – research, meetings, writing, reading of First Draft Plan • Incorporate input into Second Draft Plan • Post Second Draft Plan and encourage input by the general public and external agencies • Post invitations and conduct two community meetings • Incorporate input gathered on Second Draft Plan into Third Draft Plan	• Post notice for Planning Commission and conduct meeting • Post notice for City Council and conduct meeting • Incorporate results of Planning Commission and City Council meetings into Final Draft Plan	• Submit Final Draft Plan to FEMA • Incorporate any mandated revisions • Receive FEMA final approval. • Incorporate FEMA approval into Final Plan	• Conduct quarterly Planning Team meetings • Integrate mitigation action items into budget, CIP and other funding and strategic documents





Plan Methodology

The Planning Team discussed knowledge of natural hazards and past historical events, as well as planning and zoning codes, ordinances, and recent regulatory changes.

The rest of this section describes the mitigation planning process including 1) Planning Team involvement, 2) inclusion of secondary stakeholders – general public, external agencies, and community meetings, and 3) integration of existing data and plans.

Q&A | ELEMENT A: PLANNING PROCESS | A1

Q: A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))

A: See **Tables: Planning Team Involvement and Level of Participation** below.

Planning Team Involvement

The Planning Team consisted of representatives from City of Montebello departments related to hazard mitigation processes including: Fire, Planning and Community Development, Public Works, and Recreation and Community Services, and Police. The Planning Team served as the primary stakeholders throughout the planning process. The Planning Team was responsible for the following tasks:

- ✓ Confirming planning goals
- ✓ Prepare timeline for plan update
- ✓ Ensure plan meets DMA 2000 requirements
- ✓ Organize and solicit involvement of the general public and external agencies
- ✓ Analyze existing data and reports
- ✓ Update hazard information
- ✓ Review HAZUS loss projection estimates
- ✓ Update status of Mitigation Action Items
- ✓ Develop new Mitigation Action Items
- ✓ Participate in Planning Team meetings, community meetings, Planning Commission meeting, and City Council meeting
- ✓ Provide existing resources including maps and data



Table: Planning Team Level of Participation

Name	Research and Writing of Plan	Project Kickoff Meeting 9/6/2016	Planning Team Meeting 9/15/2016	Planning Team Meeting 10/25/2016	Planning Team Meeting 11/7/2016	Planning Team Meeting 11/14/2016	Review First Draft Plan	Attend Community Meeting (12/6/16)	Attend Community Meeting (12/19/16)	Attend Planning Commission Meeting (2/21/17)	Attend City Council Meeting (2/22/17)	Submit Final Draft Plan to Cal OES and FEMA
City of Montebello												
Dan Amador			X									
Danilo Batson			X	X	X	X	X					
Matthew Feske		X	X	X	X	X	X	X				X
Dan France				X	X		X					
Kurt Johnson		X		X	X	X	X		X			
Brad Keller			X				X					
Ben Kim		X	X	X	X	X	X		X			
Lovell Williams									X			
Rick Rojas			X									
David Sosnowski				X	X	X	X					
California Consulting												
Allison Richards		X	X									
Emergency Planning Consultants												
Carolyn J. Harshman	X	X	X	X	X	X						



Table: Planning Team Timeline

Task	September 2016	October	November	December	January 2017	February	March
EPC Research & Writing	X	X	X	X	X	X	X
Planning Team Meetings (4 hours)							
- Meeting #1 Hazard Overview	9/15/16						
- Meeting #2 Status of Hazard Mitigation Action Items and Develop New Items and Review Existing Safety Element Goals and Policies		10/25/16					
- Meeting #3 Review First Draft Plan			11/14/16				
Post Second Draft Plan on City's Website			11/17/16				
Conduct Community Meetings				12/6/16 & 12/19/16			
Submit Safety Element to Division of Mines and Geology					01/19/17 - 03/05/17		
CEQA					01/19/17 - 02/18/17		
Present Third Draft Plan to Planning Commission (with CEQA & General Plan Safety Element)							03/07/17
Present Third Draft Plan to City Council (with CEQA & General Plan Safety Element)							03/08/17
Adopted Safety Element with Hazard Mitigation Plan							03/08/17
Submit Hazard Mitigation Plan to Cal OES and FEMA							03/09/17



Q&A | ELEMENT A: PLANNING PROCESS | A2

Q: A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))

A: See **Stakeholder Involvement** below.

Q&A | ELEMENT A: PLANNING PROCESS | A3

Q: A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))

A: See **Stakeholder Involvement** below.

Stakeholder Involvement

A Hazard Mitigation Planning Team (Planning Team) consisting of department representatives from City of Montebello worked with Emergency Planning Consultants to create the updated Plan. **The Planning Team served as the primary stakeholders throughout the planning process.**

As required by DMA 2000, the Planning Team involved “the public” in a variety of forums. External agencies (including utility providers, special districts and adjoining jurisdictions) were emailed an invitation to attend a briefing on November 7, 2016 regarding the Mitigation Plan and the General Plan Safety Element. Next, the Second Draft Plan was announced and posted on the City’s website on November 17, 2016. External agencies and the general public were informed of its availability. On December 6, 2016 and December 19, 2016, Community Meetings were held to provide an overview on both the Mitigation Plan and the General Plan Safety Element.

The general public, external agencies, attendees at the Community Meetings all served as secondary stakeholders with opportunities to contribute to the plan during the Plan Writing Phase.

Following are the external agencies invited to attend the briefing on November 7, 2016 and participate in contributing to the Second Draft Plan. None of the invitees attended the briefing or sent comments on the Second Draft Plan.

All information gathered from the general public and external agencies was incorporated into the Third Draft Plan. Community meeting sign-in sheets and other supporting documentation are located in the **Appendix (Attachments)**. Following is a specific accounting of information received including date, agency, name, position title, and how the information was addressed:



Date	Agency Represented, Name, Position Title	Information Received	How Information was Addressed
10/13/16	City of Pico Rivera, Bob J. Archuleta, Mayor	None	
10/13/16	City of Pico Rivera, Rene Bobadilla, City Manager	None	
10/13/16	City of Pico Rivera, Benjamin Martinez, Director of Community and Economic Development	None	
10/13/16	City of Monterey Park, Mitchell Ing, Mayor	None	
10/13/16	City of Monterey Park, Ron Bow, City Manager	None	
10/13/16	City of Monterey Park, Michael Huntley, Director of Community and Economic Development	None	
10/13/16	City of South El Monte, Gloria Olmos, Mayor Pro Tem	None	
10/13/16	City of South El Monte, Jennifer Vasquez, City Manager	None	
10/13/16	City of South El Monte, Manuel Mancha, Director of Community and Economic Development	None	
10/13/16	City of Commerce, Ivan Altamirano, Mayor	None	
10/13/16	City of Commerce, Jorge Rifa, City Administrator	None	
10/13/16	City of Commerce, Maryam Babaki, Director	None	



	of Public Works and Development Services		
10/13/16	County of Los Angeles, Hilda Solis, 1 st District, Board of Supervisors	None	
10/13/16	County of Los Angeles, Richard Bruckner, Director of Planning	None	
10/13/16	Southern California Edison, Marc Sullivan, New Business Analyst	None	
10/13/16	Southern California Gas, Rodger Schwecke, VP, Gas Transmission and Storage	None	
10/13/16	CalTrans, Rusty Thornton, Chief, System Planning	None	
10/13/16	Southern California Association of Governments, Naresh Amatya, Acting Director, Transportation Planning	None	
10/13/16	Central Basin Municipal Water District, Jacque Koontz, Engineering & Operations Manager	None	
10/13/16	Cal Water, Henery Wind, Acting Manager	None	
10/13/16	Montebello Land and Water Company, Ken Bradbury, General Manager	None	
10/13/16	San Gabriel Valley Water Company, Leo Barrera, Customer Service Manager	None	



10/13/16	South Montebello Irrigation, Brian Sinclair, Manager	None	
12/19/16 12/27/16	Citizens Coalition for a Safety Community, Dr. Tom Williams, Senior Technical Adviser	Dr. Williams attended the Community Workshop on 12/19/16 and followed up with written communication dated 12/27/16. Following is a summary of the comments relating to the Hazard Mitigation Plan: 1. Lack of mention of Montebello Oil Field, Montebello Gas Storage Facility, and Monterey Park Landfill. 2. Climate – challenged definition of Mediterranean climate and El Nino. 3. Population – update 2014 Department of Finance information to available 2016 data. 4. Land Use Categories – missing Commercial and Manufacturing. 5. Emergency Response Plan – missing. 6. Earthquake Hazards – no mention on 1989 Montebello Earthquake. Other questions are raised concerning earthquake hazards.	Much of the information conveyed by Dr. Williams backs up the fact the City of Montebello needs a comprehensive Technical Background Report with its next update to the Safety Element. The need for a Technical Background Report is already identified in the Mitigation Actions Matrix. Also, several points raised were site-specific emergency response actions that are not included in a general non-response document like the Hazard Mitigation Plan. At present, the City is actively involved in updating its Emergency Operations Plan which addresses such site-specific information. Following are comments intended to address specific issues identified by Dr. Williams: 1. Mention of the oil and gas facilities have been added to the Risk Assessment Section. 2. Climate – provided further definition of Mediterranean climate and El Nino. 3. Population – updated data to 2016 results. 4. Land Use Categories – added Commercial and Manufacturing. 5. Emergency Response Plan - the Hazard Mitigation Plan is dedicated to identifying hazards (primarily natural hazards) while documenting existing and future actions that will minimize or eliminate threats associated with the hazards. It is not intended in any regard to address preparedness, response, or recovery. The City maintains an Emergency Operations Plan for overall coordination during a major emergency while emergency response department (Fire,



			Police, Public Works) maintain discipline-specific Standard Operating Procedures and Pre-Plans. Additionally, high vulnerability (e.g. special populations, hazardous materials) sites are required to maintain Emergency Response Plans. 6. Earthquake Hazards - Montebello Earthquake added. Other questions relating to earthquake hazards would best be addressed in a Safety Element Technical Background Report (as identified earlier). Regulations relating to hazard mitigation plans (DMA 2000) do not require scientific or geological investigations but rather a generalized summary of available maps and reports.
11/30/16 12/19/16 12/22/16	James Flourney	Mr. Flourney emailed comments to the City of Montebello on 11/30/16. In addition, he attended the Community Meeting on 12/19/16. Additional comments were received from Mr. Flourney dated 12.22/16 however those comments focused on the General Plan Safety Element and are therefore not included here. Following is a summary of the comments relating to the Hazard Mitigation Plan: 1. Several disagreements with the analysis of the seismic threat to Montebello. 2. Challenges to the ratings in the CPRI. 3. Request for maps of water tanks and all stiff non ductile	1. The geologic and seismic information was provided by a licensed geotechnical engineering. Also, both the Mitigation Plan and General Plan Safety Element identify the need for an updated Technical Background Report. The present TBR is dated 1975. 2. The Calculated Priority Risk Index is a very generalized tool used to convey information about various hazards. It is not intended in any regard to be scientific or objective. It is a tool developed by FEMA for use in emergency operations plans in order to generally describe the probability, impact, duration, and warning associated with a range of hazards. 3. The Hazard Mitigation Plan is not written as nor to be used as an Emergency Operations Plan. The City is presently involved in updating the EOP which will include a comprehensive hazard analysis.



		piping.	
12/19/16 12/23/16	Yvonne Watson	Ms. Watson attended the Community Meeting on 12/19/16 and emailed comments to the City of Montebello on 12/23/16. Following is a summary of the comments relating to the Hazard Mitigation Plan: 1. The Montebello Fault should be considered as a possible risk. 2. Information on the 2012 and 2013 fires should be included. 3. The Flood Insurance Rate Map cuts off the northeast area of Montebello which is most vulnerable to flooding. 4. Mitigation action items suggested relating to dam inundation and drought. 5. Mitigation action item relating to extreme temperatures and wind. 6. Recommend City prepare a Threat & Hazard Identification and Risk Assessment (THIRA).	1. The geologic and seismic information was provided by a licensed geotechnical engineering. Also, both the Mitigation Plan and General Plan Safety Element identify the need for an updated Technical Background Report. The present TBR is dated 1975. 2. The Mitigation Plan identifies “wildfire” as a significant threat however does not discuss structure or other non-wildfire events. The City’s update to the Emergency Operations Plan will include a thorough hazard analysis including all types of fires. 3. FIRM map was corrected. 4. Action items added to the Mitigation Actions Matrix – Flooding and Drought. 5. Action items added to the Mitigation Actions Matrix – Multi-Hazard. 6. Action item added to Mitigation Actions Matrix. Note: the THIRA was designed by FEMA to be used in association with an Emergency Operations Plan. The intent of the Mitigation Plan is to provide a very generalized and educational overview of hazards while also identifying ongoing and future mitigation actions.



External agencies were invited via email and provided with an electronic link to the City's website containing the Second Draft Plan. In the same email the external agencies were invited to attend a briefing on November 14th of both the updated Mitigation Plan and the updated General Plan Safety Element. No external agencies attended and no comments received on either document.

Q&A | ELEMENT C. MITIGATION STRATEGY | C1

Q: C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))

A: See **Capability Assessment – Existing Processes and Programs** below.

Capability Assessment – Existing Processes and Programs

The City will incorporate mitigation planning as an integral component of daily operations. This will be accomplished by the Planning Team working with their respective departments to integrate mitigation strategies into the planning documents and operational guidelines within the City. In addition to the Capability Assessment below, the Planning Team will strive to identify additional policies, programs, practices, and procedures that could be created or modified to address mitigation activities.

Table: Capability Assessment - Existing Processes and Programs

Process	Action	Implementation of Plan
Administrative	Departmental or organizational work plans, policies, and procedural changes	✓ <i>Planning and Community Development Department</i> ✓ <i>Public Works Department</i> ✓ <i>Other departments as appropriate</i>
Administrative	Other plans	✓ <i>Reference plan in Emergency Operations Plan</i>
Budgetary	Capital and operational budgets	✓ <i>Include line item mitigation measures in budget as appropriate</i>
Regulatory	Executive orders, ordinances, and other directives	✓ <i>Building Code</i> ✓ <i>Capital Improvement Plan (Project related to hazard mitigation)</i> ✓ <i>Incorporate mitigation goals in future updates to the General Plan Safety Element</i> ✓ <i>General Plan (Institutionalize hazard mitigation in land use and new construction)</i> ✓ <i>National Flood Insurance Program</i> ✓ <i>Storm Water Management Plan</i> ✓ <i>Zoning Ordinance</i>
Funding	Traditional and nontraditional sources	✓ <i>Once plan is approved, seek authority to use bonds, fees, loans, and taxes to finance projects</i> ✓ <i>Seek assistance from federal and state government, foundation, nonprofit, and private sources, such as Hazard Mitigation Grant Program</i> ✓ <i>Research and grant opportunities through U.S.</i>



Process	Action	Implementation of Plan
		<i>Department of Housing and Urban Development, Community Development Block Grant</i>
Partnerships	Creative funding and initiatives	✓ <i>Community volunteers</i> ✓ <i>In-kind resources</i> ✓ <i>Public-private partnerships</i> ✓ <i>State support</i>
Partnerships	Advisory bodies and committees	✓ <i>Disaster Management Area Coordinator</i>

Q&A | ELEMENT A: PLANNING PROCESS | A4

Q: A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))

A: See **Use of Existing Data** below.

Use of Existing Data

The Planning Team gathered and reviewed existing data and plans during plan writing and specifically noted as “sources”. Numerous electronic and hard copy documents were used to support the planning process:

- ✓ City of Montebello General Plan and Elements
 - o *Zoning map included in the Community Profile section.*
 - o *The Community Profile sections includes City specific geography, environmental, population, housing and demographic information, and transportation information.*
- ✓ City of Montebello Emergency Operations Plan
 - o *The Community Profile section includes City specific employment and transportation information.*
- ✓ County of Los Angeles All-Hazards Mitigation Plan (2014)
 - o *Information about hazards in the County contributed to the hazard-specific sections in the City’s Mitigation Plan.*
- ✓ California State Hazard Mitigation Plan (2013)
 - o *Used to identify hazards posing greatest threats to State.*
- ✓ HAZUS maps and reports
 - o *Numerous HAZUS results have been included for Earthquake, Flooding, and Dam Failure scenarios to determine specific risk to City of Montebello.*
- ✓ Census data
 - o *The Community Profile includes Census information from the California Department of Finance.*
- ✓ FEMA “How To” Mitigation Series (386-1 to 386-9)
 - o *The Series were introduced as resources in each of the Planning Team meetings.*



- o *Mitigation Measures Categories and 4-Step Planning Process are quoted in the Executive Summary.*
- ✓ National Flood Insurance Program
 - o *The NFIP website was used to confirm there are no repetitive loss properties within the City.*
- ✓ Local Flood Insurance Rate Maps
 - o *Provided by FEMA and included in Flood Hazard section.*

Q&A | ELEMENT E: PLAN ADOPTION | E1

Q: E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))

A: See **Plan Adoption Process** below.

Plan Adoption Process

Adoption of the plan by the local governing body demonstrates the City's commitment to meeting mitigation goals and objectives. Governing body approval legitimizes the plan and authorizes responsible agencies to execute their responsibilities.

Upon receipt of the conditional approval from FEMA, the Fourth Draft Plan was presented to the Planning Commission. In preparation for the City Council meeting, the Planning Team prepared a staff report including an overview of the Planning Process, Risk Assessment, Mitigation Goals, and Mitigation Actions. The staff report also included a summary of the input received during the Planning Commission meeting and any comments from the general public and external agencies received preceding the City Council meeting. During the Council meeting, the Mayor encouraged participants to present their views and make suggestions on the Plan.

The City Council heard the item on March 8, 2017. The City Council voted [REDACTED] to adopt the updated Mitigation Plan. The Resolution of adoption by the City Council is in the **Appendix**.

Plan Approval

Following the adoption by City Council, the Final Draft Plan was submitted to FEMA with a request for approval. FEMA issued a final approval on [REDACTED]. A copy of the FEMA Letter of Approval is in the **Appendix**.



Part II: RISK ASSESSMENT

Community Profile

Geography and the Environment

According to the City's General Plan Housing Element (2013), the City of Montebello has a total land area of 8.25 square miles. The City of Montebello is located approximately 7 miles southeast of downtown Los Angeles and is bounded by the cities of Monterey Park and Rosemead on the north, the City of Commerce and unincorporated portions of Los Angeles County on the west, the Whittier Narrows Recreation area on the east, the City of Commerce on the southwest and the City of Pico Rivera on the southeast.



Originally an agricultural community, Montebello had an ideal climate, productive soil, and an abundance of water for farming. From the turn of the century continuing through the 1920's, the area was well known for its production of flowers, vegetables, berries, and fruits. The discovery of oil by Standard Oil Company on the Anita Baldwin property in 1917, brought about a new era for the City. By 1920, Montebello Oil Fields accounted for one-eighth of total California crude oil production. On October 19, 1920, Montebello was incorporated as the 35th of the present cities in Los Angeles County. Since that time the Montebello Oil Fields continues to be in use in varying degrees based on location. Also, Montebello Gas Storage Facility (operated by Southern California Gas Company) is actively producing and processing natural gas. According to Southern California Gas Company in 2016, the site includes a total of 46 active wells producing 1 million cubic feet of natural gas from residual supplies and 100 barrels of oil every day.

Climate

The Los Angeles metropolitan area averages year-round moderate-to-warm weather. The climate is classified as a Mediterranean climate, which is a type of dry subtropical climate, characterized by seasonal changes in rainfall—with a dry summer and a winter rainy season—but relatively modest transitions in temperature. The City of Montebello is located 15 miles inland from the Pacific. Marine layer clouds are common early in the day before giving way to sunny afternoons. The City experiences average temperature of about 71°F during summer and about 57°F during winter months. Montebello receives an average of 17 inches of rainfall per year.

As the State of California and the Los Angeles region has undergone a several-year drought, rainfall has been much lower in the City. However, rainfall totals were on the rise throughout the preparation of the update to the Plan.

Furthermore, actual rainfall in the Southern California region tends to fall in large amounts during sporadic and often heavy storms rather than consistently over storms at somewhat regular intervals. In short, rainfall in Southern California might be characterized as feast or famine within a single year.



Population and Demographics

Montebello experienced steady population growth in its earlier days and a boom after the end of World War II. Population growth continued into the 1980's though the rate of growth slowed in the decade following 2000 due to demographic trends and limited new housing development. According to the California Department of Finance (2014), the population has grown to 63,745 as of 2014. From 2000 to 2014, the City's population growth rate of 2.6% was lower than the Los Angeles County rate of 5.7%.

According to the California Department of Finance (2014), the demographic makeup of the City is as follows:

Table: City of Montebello Demographics
(Source: California Department of Finance, E-5, 2014)

Racial/Ethnic Group	2000	2014	Change	Change %
Hispanic	46,364	51,506	5,142	11%
White	6,899	4,908	(1,991)	-29%
Black	373	382	9	2%
American Indian Eskimo	124	128	4	3%
Asian or Pacific Islander	7,085	6,438	(647)	-9%
Other	1,305	383	(922)	-71%
Total	62,150	63,745	1,595	3%

Housing and Community Development

Table: City of Montebello Housing
(Source: California Department of Finance, E-5, 2014)

2014	Number	Percent %
Housing Type:		
1-unit, detached	9,823	49.6%
1-unit, attached	1,542	7.8%
2-4 Units	2,466	12.4%
5+ Units	5,717	28.9%
Mobile homes/Other	266	1.3%
Housing Statistics:		
Total Available Housing Units	19,814	100%
Owner-Occupied Housing	9,035	45.6%



2014	Number	Percent %
Renter-Occupied	10,779	54.5%
Average Household Size:	3.3 persons	
Median Home Price:	\$385,000	

Employment and Industry

According to the City of Montebello General Plan Housing Element (2013), during the 24 years between 1990 and 2014, the number of residents employed in the manufacturing and retail trade sectors experienced significant declines. During this same period, the number of residents employed in the health services, education, arts, and public administration increased.

Jobs in education account for the majority of jobs offered in Montebello. The Montebello Unified School District is the largest employer in the City, with multiple schools providing jobs for administrators, teachers, and custodians, as well jobs located at the central administration offices.

Table: City of Montebello Industry
(Source: American Community Survey - 2014)

Industry	2014	
	Number	Percent %
Agriculture, forestry, fishing and hunting, and mining	77	0.3%
Construction	1,391	5.3%
Manufacturing	2,947	11.2%
Wholesale Trade	1,316	5.0%
Retail Trade	2,912	11.1%
Transportation and Warehousing, and Utilities	1,881	7.1%
Information	587	2.2%
Finance and insurance, and real estate and rental and leasing	1,570	6.0%
Professional, scientific, and management, and administrative and waste management services	2,506	9.5%
Educational services, and health care and social assistance	5,734	21.8%
Arts, entertainment, and recreation, and accommodation and food services	2,321	8.8%
Other services, except public administration	1,762	6.7%
Public administration	1,308	5.0%



Table: City of Montebello Occupation
(Source: American Community Survey - 2014)

Occupation	2014	
	Number	Percent
Civilian employed population (16 years and over)	26,312	100.0%
Management, business, science, and arts occupations	7,658	29.1%
Service occupations	4,589	17.4%
Sales and office occupations	7,475	28.4%
Natural resources, construction, and maintenance occupations	2,039	7.8%
Production, transportation, and material moving	4,551	17.3%

Transportation

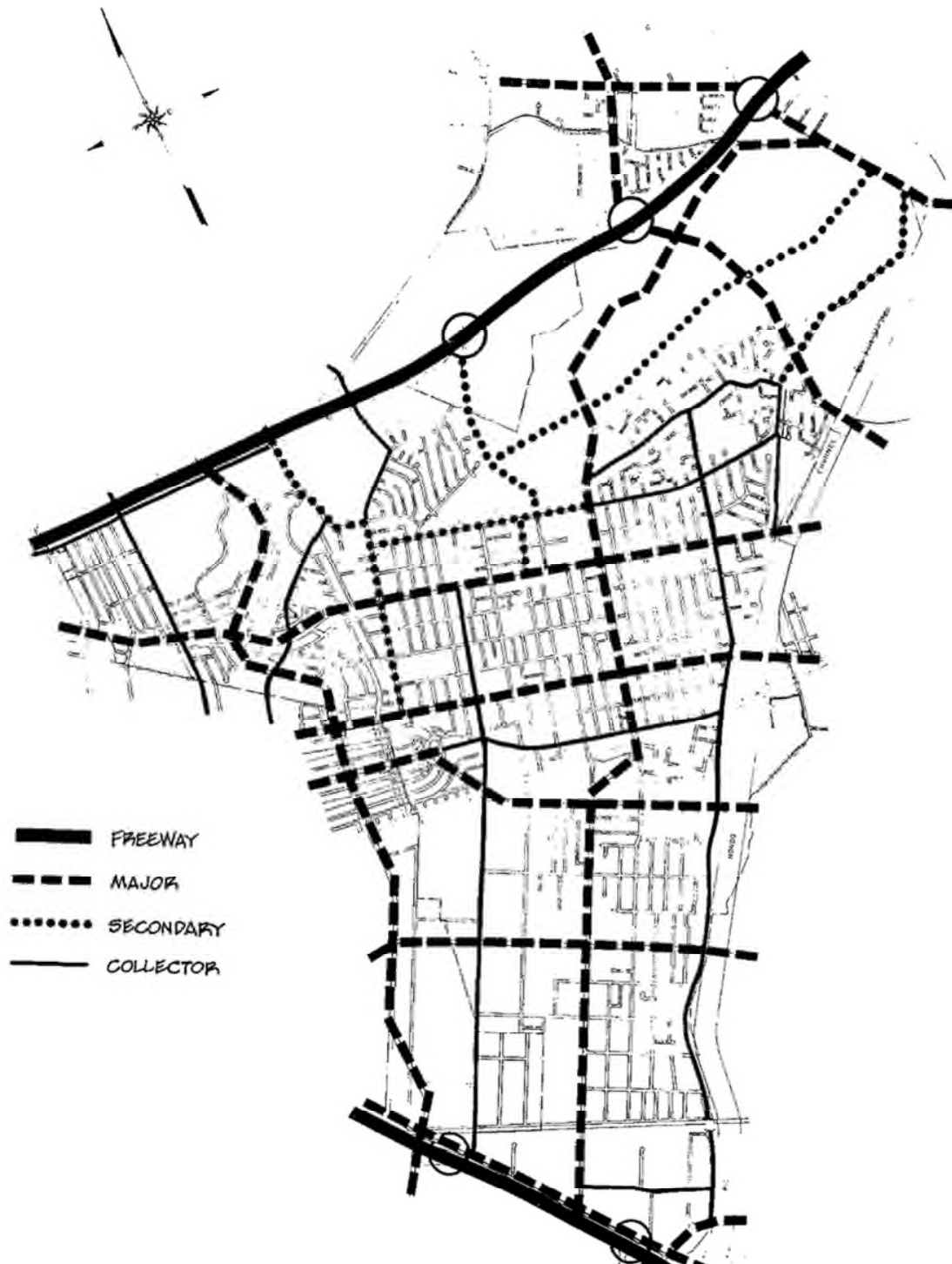
According to the City of Montebello's Emergency Operations Plan (2005), there are 122 miles of streets within the City including four major east west routes and two north south routes. The City is bounded by the Santa Ana Freeway (Highway 5) on the south and the Pomona Freeway (605 Freeway) on the east. These freeways are major north-south transportation routes. South Montebello is home to 10 major trucking company terminals and is a corridor for two major rail lines.

Montebello Bus Lines' (MBL) provides transportation services to residents of Montebello and neighboring cities. MBL is the third largest municipal bus system in Los Angeles County, behind Long Beach Transit and Santa Monica's Big Blue Bus. With a fleet of 66 buses, MBL serves over 8 million passengers a year throughout the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier. In addition to providing transportation services, MBL also maintains the Montebello Metrolink Station and over 800 bus stops. MBL secures dedicated transportation funding from federal, state and local agencies to provide public transit services.





Map: Major Roadways
Source – General Plan Circulation Element





Risk Assessment

What is a Risk Assessment?

Conducting a risk assessment can provide information regarding: the location of hazards; the value of existing land and property in hazard locations; and an analysis of risk to life, property, and the environment that may result from natural hazard events. Specifically, the five levels of a risk assessment are as follows:

1. *Hazard Identification*
2. *Profiling Hazard Events*
3. *Vulnerability Assessment/Inventory of Existing Assets*
4. *Risk Analysis*
5. *Assessing Vulnerability/Analyzing Development Trends*

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1

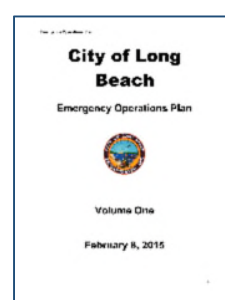
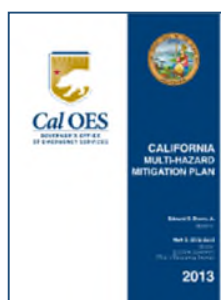
Q: B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))

A: See **Hazard Identification** below.

1) Hazard Identification

This section is the description of the geographic extent, potential intensity, and the probability of occurrence of a given hazard. Maps are used in this plan to display hazard identification data. The City of Montebello utilized the categorization of hazards as identified in California Multi-Hazard Mitigation Plan (2013), including: Earthquakes, Floods, Levee failures, Wildfires, Landslides and earth movements, Tsunami, Climate-related hazards, and Volcanoes.

Next, the Planning Team reviewed existing documents to determine which of these hazards posed the most significant threat to the City. In other words, which hazards were most likely to cause impacts that you require a local declaration of emergency.



The geographic extent of each of the identified hazards was identified by the Planning Team utilizing maps and data contained in the City's General Plan and City's Emergency Operations Plan. In addition, numerous internet resources and the County of Los Angeles All-Hazards Mitigation Plan served as valuable resources. Utilizing the Calculated Priority Risk Index (CPRI)



ranking technique, the Planning Team concluded the following hazards posed a significant threat against the City:

Earthquake | Wildfire | Flooding | Dam Failure | Drought

The hazard ranking system is described in **Table: Calculated Priority Risk Index**, while the actual ranking is shown in **Table: Calculated Priority Risk Index Ranking for City of Montebello**.



Table: Calculated Priority Risk Index
(Source: Federal Emergency Management Agency)

CPRI Category	Degree of Risk			Assigned Weighting Factor
	Level ID	Description	Index Value	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 1 in 1,000 years.	1	45%
	Possibly	Rare occurrences. Annual probability of between 1 in 100 years and 1 in 1,000 years.	2	
	Likely	Occasional occurrences with at least 2 or more documented historic events. Annual probability of between 1 in 10 years and 1 in 100 years.	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 1 every year.	4	
Magnitude/Severity	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure). Injuries or illnesses are treatable with first aid and there are no deaths. Negligible loss of quality of life. Shut down of critical public facilities for less than 24 hours.	1	30%
	Limited	Slight property damage (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). Injuries or illnesses do not result in permanent disability, and there are no deaths. Moderate loss of quality of life. Shut down of critical public facilities for more than 1 day and less than 1 week.	2	
	Critical	Moderate property damage (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and at least 1 death. Shut down of critical public facilities for more than 1 week and less than 1 month.	3	
	Catastrophic	Severe property damage (greater than 50% of critical and non-critical facilities and infrastructure). Injuries and illnesses result in permanent disability and multiple deaths. Shut down of critical public facilities for more than 1 month.	4	
Warning Time	> 24 hours	Population will receive greater than 24 hours of warning.	1	15%
	12–24 hours	Population will receive between 12-24 hours of warning.	2	
	6-12 hours	Population will receive between 6-12 hours of warning.	3	
	< 6 hours	Population will receive less than 6 hours of warning.	4	
Duration	< 6 hours	Disaster event will last less than 6 hours	1	10%
	< 24 hours	Disaster event will last less than 6-24 hours	2	
	< 1 week	Disaster event will last between 24 hours and 1 week.	3	
	> 1 week	Disaster event will last more than 1 week	4	



Table: Calculated Priority Risk Index Ranking for City of Montebello

Hazard	Probability	Weighted 45% (x.45)	Magnitude Severity	Weighted 30% (x.3)	Warning Time	Weighted 15% (x.15)	Duration	Weighted 10% (x.1)	CPRI Totals
Earthquake – San Andreas M8.0	3	1.35	3	1.2	4	0.6	1	0.1	2.95
Earthquake – Newport-Inglewood M7.1	3	1.35	3	1.2	4	0.6	1	0.1	2.95
Earthquake – Puente Hills M7.1	3	1.35	3	1.2	4	0.6	1	0.1	2.95
Earthquake – Whittier M6.8	3	1.35	3	1.2	4	0.6	1	0.1	2.95
Earthquake – Sierra Madre M6.8	3	1.35	3	1.2	4	0.6	1	0.1	2.95
Wildfire	2	.90	2	0.6	3	0.45	3	0.3	2.25
Flooding	2	.90	2	0.6	1	0.15	2	0.2	1.85
Dam Failure	2	.90	3	0.9	2	0.3	4	0.4	2.50
Drought	1	.45	2	0.6	1	0.15	4	0.4	1.60



2) Profiling Hazard Events

Profiling of hazards involves a process of describing the causes and characteristics of each hazard and what part of the City's facilities, infrastructure, and environment may be vulnerable to each specific hazard. A profile of each hazard discussed in this plan is provided in the City-Specific Hazard Analysis. **Table: Vulnerability: Location, Extent, and Probability for City of Montebello** indicates a generalized perspective of the community's vulnerability of the various hazards according to extent (or degree), location, and probability.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1

Q: B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for City of Montebello** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for City of Montebello** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Table: Vulnerability: Location, Extent, and Probability for City of Montebello** below.



Table: Vulnerability: Location, Extent, Probability, and Previous Occurrences in City of Montebello

Hazard	Location (Where)	Extent (How Big an Event)	Probability (How Often) *	Previous Occurrences
Earthquake	Entire Project Area	The Southern California Earthquake Center (SCEC) in 2007 concluded that there is a 99.7 % probability that an earthquake of M6.7 or greater will hit California within 30 years. ¹	Moderate	1994 – Northridge Earthquake
Wildfire	North and Eastern boundaries of City	Cities to the east of the City maintain severe FRAP ratings.	Low	None
Flooding	Rio Hondo Flood Control Channel which runs north to south through length of City and San Gabriel River Basin along east side of City	Urban flooding from severe weather.	Moderate	November 2014 - Urban Flooding from heavy rain
Dam Failure	Eastern boundary of City along Rio Hondo Flood Control Channel	Water depth inundation up to 40 feet along Rio Hondo Flood Control Channel	Low	None
Drought	Entire Project Area	Droughts in urban areas vary considerably in scope and intensity. Likely emergency water shortage regulations would restrict such activities as watering of landscape, washing of cars, and other non-safety related activities.	Moderate	None
* Probability is defined as: Low = 1:1,000 years, Moderate = 1:100 years, High = 1:10 years				
¹ Uniform California Earthquake Rupture Forecast				

3) Vulnerability Assessment/Inventory of Existing Assets

A Vulnerability Assessment in its simplest form is a simultaneous look at the geographical location of hazards and an inventory of the underlying land uses (populations, structures, etc.). Facilities that provide critical and essential services following a major emergency are of particular concern because these locations house staff and equipment necessary to provide important public safety, emergency response, and/or disaster recovery functions.

Critical Facilities

FEMA separates critical buildings and facilities into the five categories shown below based on their loss potential. Following are FEMA's definition of the five categories of critical facilities:

Essential Facilities are essential to the health and welfare of the whole population and are especially important following hazard events. Essential facilities include hospitals and other medical facilities, police and fire stations, emergency operations centers and evacuation shelters, and schools.



Transportation Systems include airways – airports, heliports; highways – bridges, tunnels, roadbeds, overpasses, transfer centers; railways – trackage, tunnels, bridges, rail yards, depots; and waterways – canals, locks, seaports, ferries, harbors, drydocks, piers.

Lifeline Utility Systems such as potable water, wastewater, oil, natural gas, electric power and communication systems.

High Potential Loss Facilities are facilities that would have a high loss associated with them, such as nuclear power plants, dams, and military installations.

Hazardous Materials Facilities include facilities housing industrial/hazardous materials, such as corrosives, explosives, flammable materials, radioactive materials, and toxins.

Table: Critical Facilities Vulnerable to Hazards illustrates the hazards with potential to impact critical facilities owned by or providing critical services to the City of Montebello.

Table: Critical Facilities Vulnerable to Hazards

Name of Facility	Earthquake	Wildfire	Flooding	Dam Failure	Drought
ESSENTIAL FACILITIES:					
City Hall 1600 W. Beverly Boulevard	X				X
Montebello Fire Department (Station No. 56) 600 N. Montebello Boulevard	X				X
Montebello Fire Station No. 56 1166 S. Greenwood Avenue	X				X
Montebello Fire Station No. 57 2950 Via Acosta Street	X				X
Montebello Police Department 1600 W. Beverly Boulevard	X				X
Beverly Hospital 309 W. Beverly Boulevard	X				X
TRANSPORTATION SYSTEMS:					
Roads and Bridges	X	X	X	X	X



LIFELINE UTILITY SYSTEMS:					
Water, Electricity, Natural Gas, Oil, and Fuel	X	X	X	X	X
HIGH POTENTIAL LOSS FACILITIES:					
Whittier Narrows Dam 909 N. Lincoln Avenue	X		X	X	X
HAZARDOUS MATERIALS FACILITIES:					
<i>This information is maintained by the City of Montebello Fire Department and is available upon request.</i>					

4) Risk Analysis

Estimating potential losses involves assessing the damage, injuries, and financial costs likely to be sustained in a geographic area over a given period of time. This level of analysis involves using mathematical models. The two measurable components of risk analysis are magnitude of the harm that may result and the likelihood of the harm occurring. Describing vulnerability in terms of dollar losses provides the community and the state with a common framework in which to measure the effects of hazards on assets. For each hazard where data was available, quantitative estimates for potential losses have been included in the hazard assessment. Data was not available to make vulnerability determinations in terms of dollar losses for all of the identified hazards. The **Mitigation Actions Matrix** includes an action item to conduct such an assessment in the future.

5) Assessing Vulnerability/ Analyzing Development Trends

This step provides a general description of City facilities and contents in relation to the identified hazards so that mitigation options can be considered in land use planning and future land use decisions. This Mitigation Plan provides comprehensive description of the character of the City of Montebello in the **Community Profile Section**. This description includes the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns. Analyzing these components of the City of Montebello can help in identifying potential problem areas and can serve as a guide for incorporating the goals and ideas contained in this mitigation plan into other community development plans.

Hazard assessments are subject to the availability of hazard-specific data. Gathering data for a hazard assessment requires a commitment of resources on the part of participating organizations and agencies. Each hazard-specific section of the plan includes a section on hazard identification using data and information from City, County, state, or federal sources.

Regardless of the data available for hazard assessments, there are numerous strategies the City can take to reduce risk. These strategies are described in the action items detailed in the Mitigation Actions Matrix in the **Mitigation Strategies Section**. Mitigation strategies can further reduce disruption to critical services, reduce the risk to human life, and alleviate damage to personal and public property and infrastructure.



Land and Development

The City of Montebello General Plan provides the framework for the growth and development of the City. This Plan is one of the City's most important tools in addressing environmental challenges including transportation and air quality; growth management; conservation of natural resources; clean water and open spaces. The land use composition of the City is approximately 70% residential and 30% mixed use/commercial/industrial.

Q&A | ELEMENT A: PLANNING PROCESS | D1

Q: D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))

A: See **Changes in Development** below.

Changes in Development

Since the adoption of the 2004 Plan, there have been no significant alterations to the development pattern of the City in the hazard prone areas. This conclusion was reached after a thorough review of the General Plan and discussion with the Planning Team.

Impacts to Types of Land Uses

City of Montebello's General Plan identifies a range of land uses as shown below.

Table: Impacts to Existing and Future Land Uses in the City of Montebello
(Source: EPC Analysis Based on City of Montebello General Plan – Land Use Element)

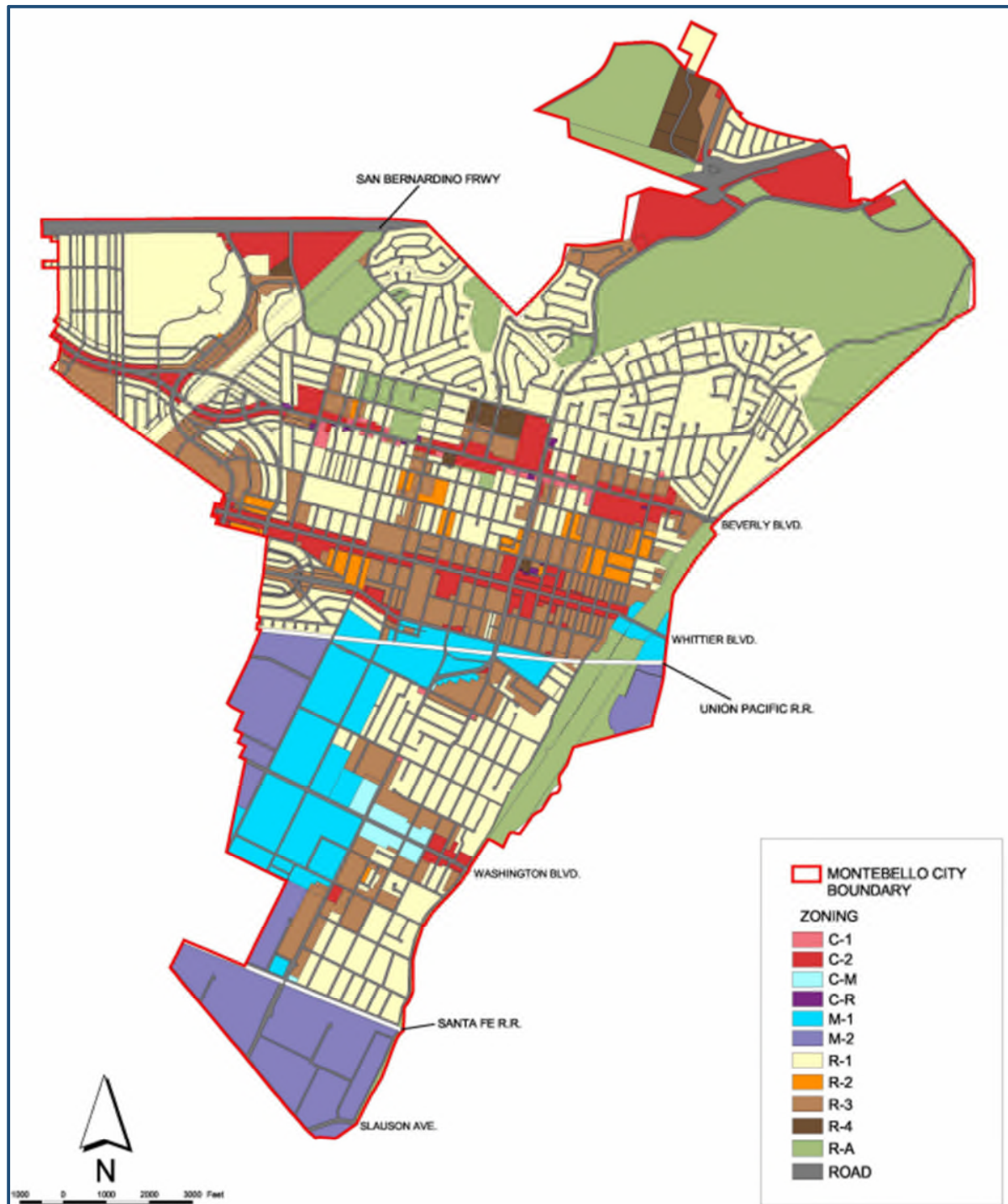
Category of Land Use Designation	Earthquake	Wildfire	Flooding	Dam Failure	Drought
Residential					
R-1 Low-Density Residential	X	X	X	X	X
R-2 Medium-Density Residential	X	X			X
R-3 High-Density Residential	X		X	X	X
R-4 Very High-Density Residential	X				X
R-A Mixed Use	X	X	X	X	X
Commercial					
C-1 Neighborhood Commercial	X				X
C-2 General Commercial	X				X
C-M Heavy Commercial	X				X
C-R Commercial Restricted	X				X
Manufacturing					



M-1 Light Manufacturing	X			X	X
M-2 Heavy Manufacturing	X			X	X



Map: City of Montebello Zoning Map
(Source: City of Montebello)





Earthquake Hazards

Previous Occurrences of Earthquakes in the City of Montebello

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Earthquakes in the City of Montebello** below.

On June 12, 1989 the magnitude 4.9 Montebello Earthquake struck the community resulting in minimal damage.

Also, the magnitude 6.7 Northridge Earthquake occurred in 1994 impacting Montebello and the surrounding region.

In January 1994, the magnitude 6.7 Northridge Earthquake (thrust fault) which produced severe ground motion, caused 57 deaths, 9,253 injuries and left over 20,000 displaced. Scientists have stated that such devastating shaking should be considered the norm near any large thrust earthquake. Recent reports from scientists of the U.S. Geological Survey and the Southern California Earthquake Center say that the Los Angeles Area could expect one earthquake every year of magnitude 5.0 or more for the foreseeable future.



Since the writing of the 2004 Mitigation Plan, there have been no significant earthquake events impacting the City of Montebello.

Previous Occurrences of Earthquakes in Los Angeles County

Southern California has a history of powerful and relatively frequent earthquakes, dating back to the powerful magnitude 8.0+ 1857 San Andreas Earthquake which did substantial damage to the relatively few buildings that existed at the time.

Paleoseismological research indicates that large magnitude (8.0+) earthquakes occur on the San Andreas Fault at intervals between 45 and 332 years with an average interval of 140 years. Other lesser faults have also caused very damaging earthquakes since 1857. Notable earthquakes include the 1933 Long Beach Earthquake, the 1971 San Fernando Earthquake, the 1987 Whittier Earthquake and the 1994 Northridge Earthquake.

Local Conditions

According to the City's General Plan, Montebello does not contain an active fault identified within its boundaries. Thus, the City is not required to withhold permit issuance or require geologic investigations to demonstrate structural safety associated with fault rupture. However,



since Montebello is located close to the Whittier Fault and atop several blind thrust faults, all structures must abide by seismic reinforcement requirements of the City's Building Code.

Earthquakes that could affect the City would most likely originate from the Newport-Inglewood, San Andreas, Whittier, Puente Hills, or Sierra Madre Faults. These faults are close enough in proximity or expected to generate strong enough shaking that could significantly impact the City.

Map: Regional Faults plots the various major faults located closest to the City of Montebello, the closest being the Whittier Fault Zone.

Newport-Inglewood Fault Zone

The Newport-Inglewood Fault Zone lies approximately 14 miles southwest of Montebello. The Newport-Inglewood Fault System is a nearly linear alignment of faults extending 45 miles along the southwestern side of the Los Angeles basin. It can be traced as a series of topographic hills, ridges, and mesas from the Santa Monica Mountains to Newport Beach, where it trends offshore. Structures along the zone of deformation act as groundwater barriers and, at greater depths, as petroleum traps. Continuing seismic activity has been evidenced most prominently in recent times by the 1920 Inglewood and 1933 Long Beach earthquakes.

San Andreas Fault Zone

The San Andreas Fault Zone is located approximately 34 miles northeast of the City of Montebello. This fault zone extends from the Gulf of California northward to the Cape Mendocino area where it continues northward along the ocean floor. The total length of the San Andreas Fault Zone is approximately 750 miles. The activity of the fault has been recorded during historic events, including the 1906 (M8.0) event in San Francisco and the 1857 (M7.9) event between Cholame and San Bernardino, where at least 250 miles of surface rupture occurred. These seismic events are among the most significant earthquakes in California history. Geologic evidence suggests that the San Andreas Fault has a 50 percent chance of producing a magnitude 7.5 to 8.5 earthquake (comparable to the great San Francisco earthquake of 1906) within the next 30 years.

Whittier Fault Zone

The Whittier fault zone lies approximately 7 miles southeast of Montebello. The Whittier Fault is a 25 mile right-lateral strike-slip fault that runs along the Chino Hills range between the cities of Chino Hills and Whittier. It is estimated that this fault could generate up to a magnitude 7.2 earthquake.

Puente Hills Fault Zone

The Puente Hills Fault is located approximately 8 miles south of the City. According to USGS, the Puente Hills Fault was most recently responsible for the M5.1 La Habra earthquake on March 28, 2014 which caused an estimated \$2.6 million in damage. The USGS estimates that a future, larger M7.5 earthquake along the Puente Hills Fault could kill 3,000 to 18,000 people and cause up to \$250 billion in Southern California region. In contrast, a larger M8.0 quake along the San Andreas would cause an estimated 1,800 deaths.

Sierra Madre Fault Zone



The Sierra Madre Fault Zone lies approximately 12 miles northeast of Montebello. This fault zone is a series of moderate angle, north-dipping, reverse faults (thrust faults). Movement along these frontal faults has resulted in the uplift of the San Gabriel Mountains. According to the Southern California Earthquake Data Center, rupture on the Sierra Madre Fault Zone (theoretically) could be limited to one segment at a time, it has recently been suggested that a large event on the San Andreas Fault to the north (like that of 1857) could cause simultaneous rupture on reverse faults south of the San Gabriel Mountains – the Sierra Madre Fault Zone being a prime example of such. Whether this could rupture multiple Sierra Madre Fault Zone segments simultaneously is unknown. Seismic activity on the Sierra Madre Fault is expected to have a maximum magnitude of 7.2.



Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Earthquakes in the City of Montebello** below.

Impact of Earthquakes in the City of Montebello

Based on the risk assessment, it is evident that earthquakes will continue to have potentially devastating economic impacts to certain areas of the City. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew;
- ✓ Damage to roads/bridges resulting in loss of mobility;
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community;
- ✓ Negative impact on commercial and residential property values; and
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.

Earthquake-Induced Landslides

Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes.

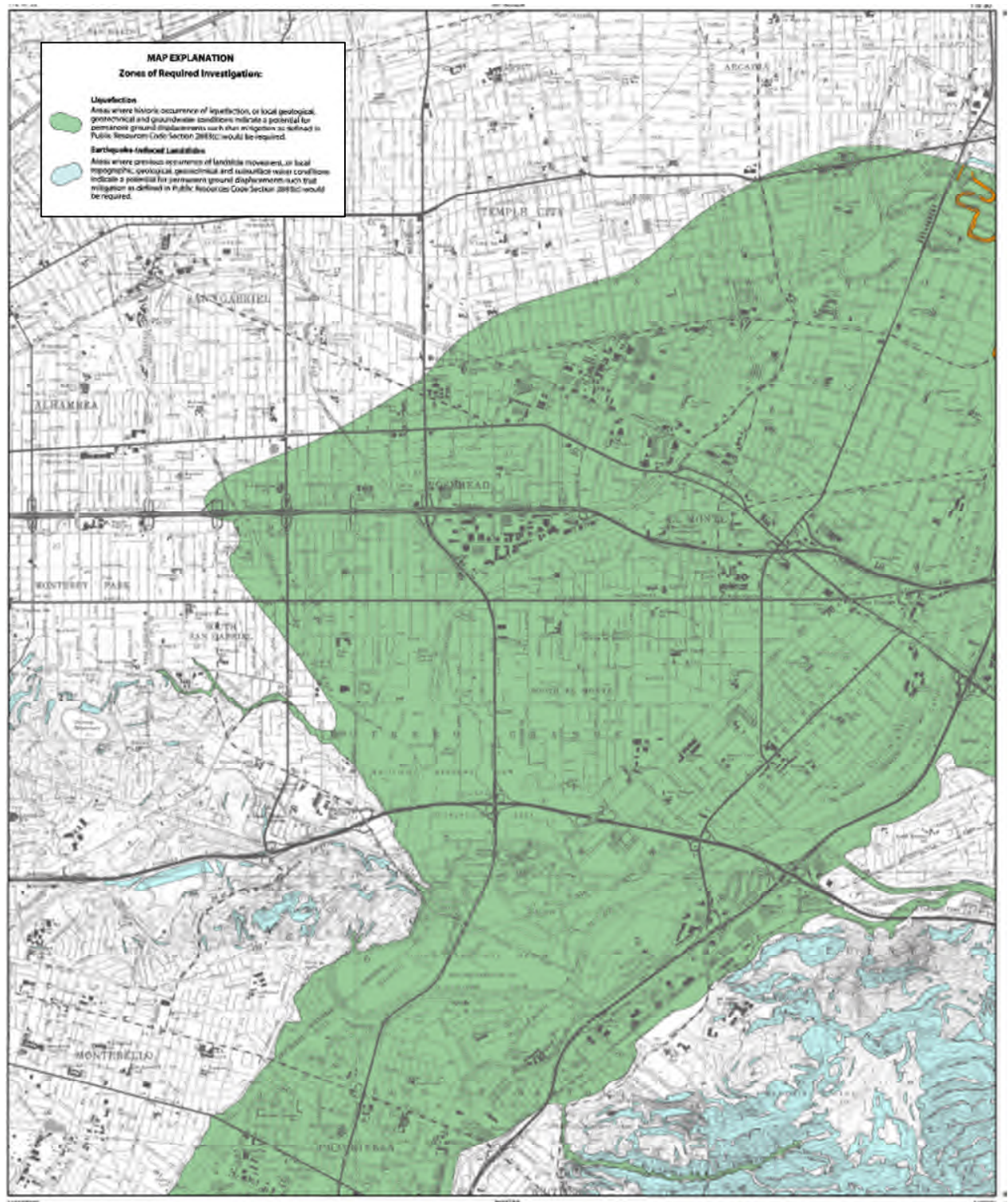
Liquefaction

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other events. Liquefaction occurs in saturated soils, which are soils in which the space between individual soil particles is completely filled with water. This water exerts a pressure on the soil particles that influences how tightly the particles themselves are pressed together. Prior to an earthquake, the water pressure is relatively low. However, earthquake shaking can cause the water pressure to increase to the point where the soil particles can readily move with respect to each other. Because liquefaction only occurs in saturated soil, its effects are most commonly observed in low lying areas. Typically, liquefaction is associated with shallow groundwater, which is less than 50 feet beneath the earth's surface. According to the City of Montebello General Plan, areas of Montebello that may be subject to potential liquefaction are located along the eastern boundary of the City, parallel to the Rio Hondo River.

Map: Landslide and Liquefaction Zones shows the moderate risk of earthquake-induced landslide and liquefaction risk within the City.



Map: Landslide and Liquefaction Zones in Montebello
(Source: California Department of Conservation)





Exposure

The data in this section was generated using the Hazards United States – Multi Hazard (HAZUS-MH) software program. Once the location and size of a hypothetical earthquake are identified, HAZUS-MH estimates the intensity of the ground shaking, the number of buildings damaged, the number of casualties, the amount of damage to transportation systems and utilities, the number of people displaced from their homes, and the estimated cost of repair and clean up.

Building Inventory

HAZUS estimates approximately 90% of the building stock within the City of Montebello is residential housing. In terms of building construction types found in the region, wood frame construction makes up 88% of the building inventory.

Critical Facility Inventory

HAZUS breaks critical facilities into two (2) groups: essential facilities and high potential loss facilities (HPL). Essential facilities include hospitals, medical clinics, schools, fire stations, police stations and emergency operations facilities. High potential loss facilities include dams, levees, military installations, nuclear power plants and hazardous material sites.

Table: Critical Facility Inventory – HAZUS

Essential Facilities	Count	High Potential Loss (HPL) Facilities	Count
Hospitals	1	Dams	0
Schools	21	Levees	0
Fire Stations	1	Military Installations	0
Police Stations	1	Nuclear Power Plants	0
Emergency Operations Facilities	0	Hazardous Material Sites	18

Transportation and Utility Lifeline Inventory

Within HAZUS, the lifeline inventory is divided between transportation and utility lifeline systems. Transportation systems include highways, railways, light rail, bus, ports, ferry and airports. Utility systems include potable water, wastewater, natural gas, crude & refined oil, electric power and communications.



Casualties

HAZUS estimates the number of people that will be injured and killed by the earthquake. The casualties are broken down into four (4) severity levels that describe the extent of the injuries. The levels are described as follows:

- ✓ **Severity Level 1:** Injuries will require medical attention but hospitalization is not needed.
- ✓ **Severity Level 2:** Injuries will require hospitalization but are not considered life-threatening
- ✓ **Severity Level 3:** Injuries will require hospitalization and can become life threatening if not promptly treated.
- ✓ **Severity Level 4:** Victims are killed by the earthquake.

The casualty estimates are provided for three (3) times of day: 2:00 AM, 2:00 PM and 5:00 PM. These times represent the periods of the day that different sectors of the community are at their peak occupancy loads. The 2:00 AM estimate considers that the residential occupancy load is maximum, the 2:00 PM estimate considers that the educational, commercial and industrial sector loads are maximum and 5:00 PM represents peak commute time.

Building-Related Losses

Building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the earthquake. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the earthquake.



HAZUS Earthquake Event Summary Results

Newport-Inglewood M7.1 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Newport-Inglewood M7.1

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	8	2	1	0	0
Commercial	761	199	109	20	2
Education	26	6	2	0	0
Government	10	2	1	0	0
Industrial	148	43	27	5	0
Other Residential	995	302	113	20	1
Religion	62	15	7	1	0
Single Family	8,975	2,381	373	12	3
Total	10,986	2,949	635	59	7

Table: Expected Building Damage by Building Type – Newport-Inglewood M7.1

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	9,796	2,624	411	12	4
Steel	231	59	40	7	1
Concrete	224	62	30	6	0
Precast	188	55	41	9	0
RM	384	65	43	9	0
URM	61	22	14	3	1
MH	102	62	57	13	1
Total	10,986	2,949	635	59	7



Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – Newport-Inglewood M7.1

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	2,555	98	25
Waste Water	1,533	70	18
Natural Gas	1,022	20	5
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – Newport-Inglewood M7.1

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	19,552	0	0	0	0	0
Electric Power		0	0	0	0	0

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 60 households to be displaced due to the earthquake. Of these, 58 people (out of a total population of 64,394) will seek temporary shelter in public shelters.



Casualties

The table below represents a summary of casualties estimated for Newport-Inglewood M7.1 earthquake scenario.

Table: Casualty Estimates – Newport-Inglewood M7.1

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	0	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	0	0	0	0
	Other-Residential	7	1	0	0
	Single-Family	9	1	0	0
	TOTAL	16	2	0	0
2PM	Commercial	14	2	0	0
	Commuting	0	0	0	0
	Educational	5	1	0	0
	Hotels	0	0	0	0
	Industrial	3	0	0	0
	Other-Residential	2	0	0	0
	Single-Family	2	0	0	0
	TOTAL	26	3	0	0
5PM	Commercial	10	1	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	2	0	0	0
	Other-Residential	3	0	0	0
	Single-Family	3	0	0	0
	TOTAL	18	1	0	0



Economic Losses

The total economic loss estimated for the Newport-Inglewood M7.1 earthquake scenario is **\$137.45 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Newport-Inglewood M7.1

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$120,200	\$2,993,400	\$300,200	\$132,700	\$3,546,500
	Capital-Related	\$0	\$51,100	\$2,298,100	\$182,300	\$34,800	\$2,566,300
	Rental	\$514,800	\$1,135,800	\$1,985,200	\$124,800	\$49,600	\$3,810,200
	Relocation	\$1,770,600	\$867,700	\$2,969,500	\$488,000	\$454,100	\$6,549,900
	Subtotal	\$2,285,400	\$2,174,800	\$10,246,200	\$1,095,300	\$671,200	\$16,472,900
Capital Stock Losses	Structural	\$4,894,500	\$2,294,100	\$5,408,100	\$1,787,100	\$600,500	\$14,984,300
	Non-Structural	\$27,429,500	\$17,688,800	\$16,943,700	\$7,768,500	\$2,731,100	\$72,561,600
	Content	\$8,780,900	\$4,668,700	\$9,553,200	\$5,666,700	\$1,477,900	\$30,147,400
	Inventory	\$0	\$0	\$370,200	\$1,089,900	\$2,900	\$1,463,000
	Subtotal	\$41,104,900	\$24,651,600	\$32,275,200	\$16,312,200	\$4,812,400	\$119,156,300
TOTAL		\$43,390,300	\$26,826,400	\$42,521,400	\$17,407,500	\$5,483,600	\$135,629,200



Table: Transportation System Economic Losses (\$ Dollars) – Newport-Inglewood M7.1

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$389,155,800	\$0	0%
	Bridges	\$37,540,300	\$414,500	1%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$7,156,200	\$0	0%
	Bridges	\$102,600	\$600	1%
	Tunnels	\$0	\$0	0%
	Facilities	\$2,663,000	\$556,000	20%
Light Rail	Segments	\$36,013,100	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Bus	Facilities	\$0	\$0	0%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$0	\$0	0%
TOTAL		\$472,631,000	\$971,100	

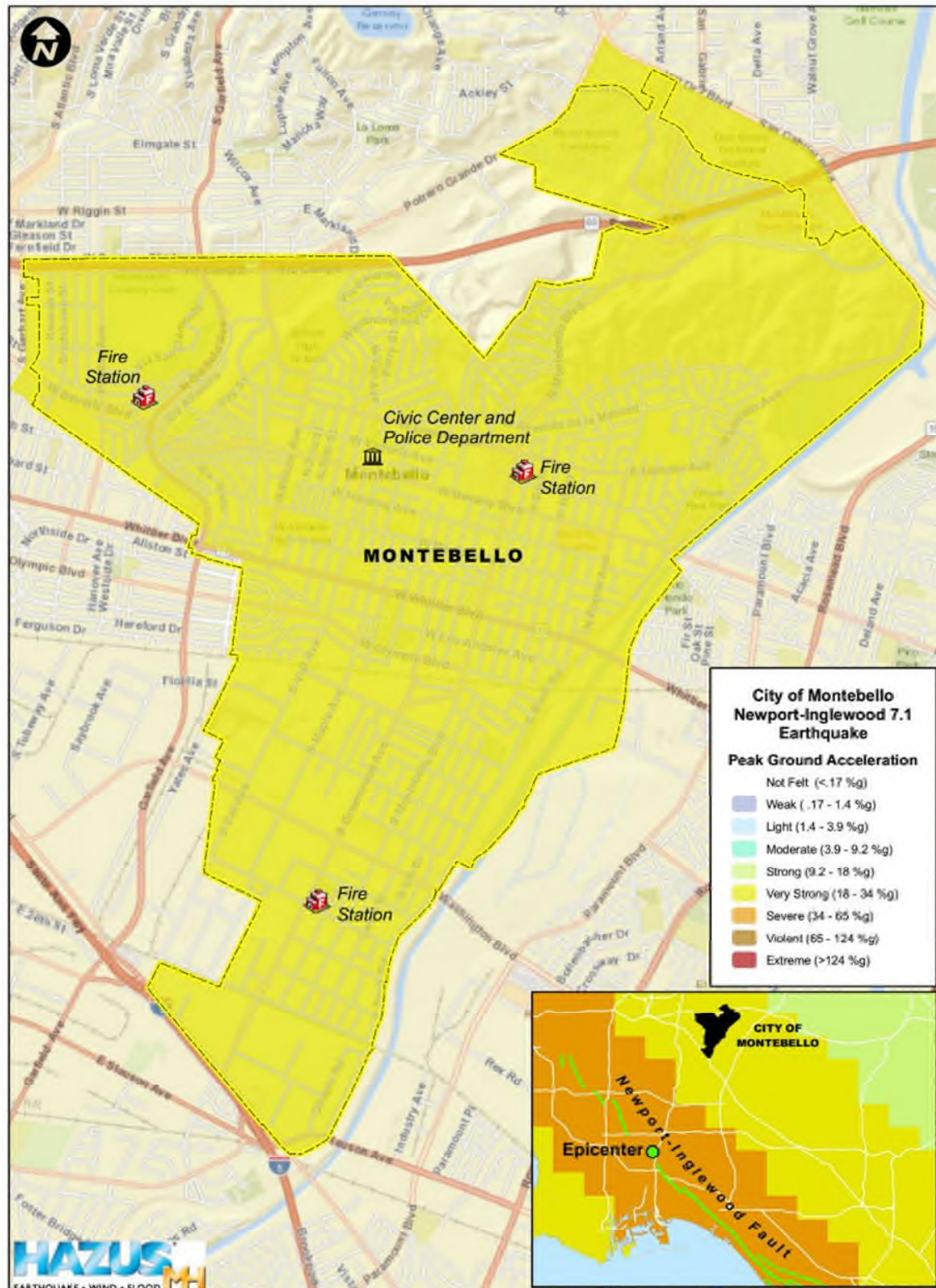


Table: Utility System Economic Losses (\$ Dollars) – Newport-Inglewood M7.1

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$51,096,200	\$442,200	1%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$30,657,700	\$316,900	1%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$20,438,500	\$90,900	1%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$0	\$0	0%
Communication	Facilities	\$0	\$0	0%
TOTAL		\$102,192,400	\$850,000	

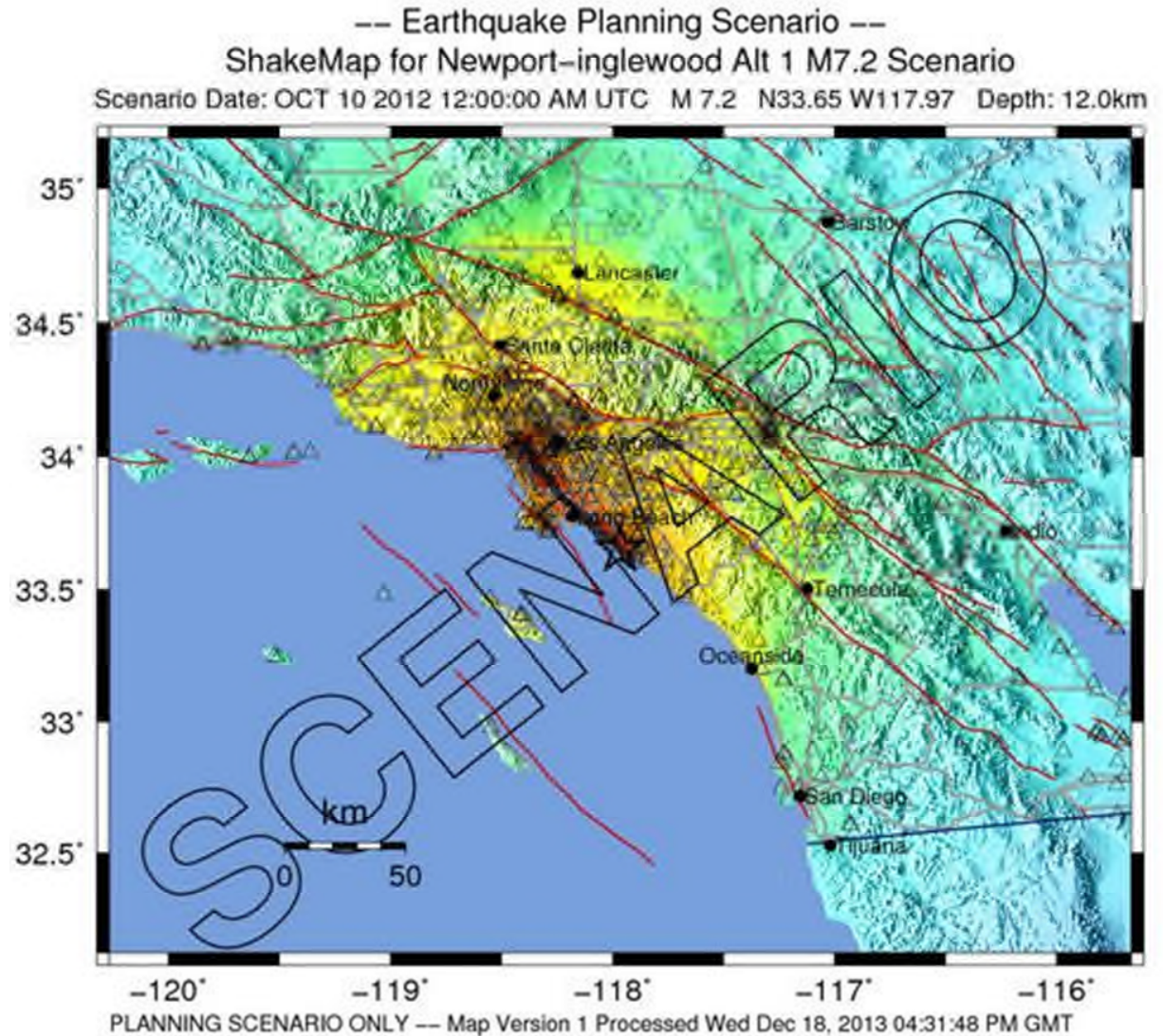


Map: Shake Intensity Map – Newport-Inglewood M7.1
(Source: Emergency Planning Consultants)





Map: Seismic Shaking Intensities for the Newport-Inglewood M7.2
(Source: State of California Department of Conservation)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC. (%g)	<0.1	0.5	2.4	6.7	13	24	44	83	>156
PEAK VEL. (cm/s)	<0.07	0.4	1.9	5.8	11	22	43	83	>160
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Scale based upon Wald, et al.; 1999



San Andreas M8.0 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – San Andreas M8.0

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	5	3	2	1	1
Commercial	455	276	171	97	93
Education	18	9	3	2	2
Government	7	3	2	1	2
Industrial	88	55	37	20	24
Other Residential	784	379	159	58	52
Religion	40	22	11	6	7
Single Family	7,983	3,579	181	1	0
Total	9,379	4,326	566	184	181

Table: Expected Building Damage by Building Type – San Andreas M8.0

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	8,701	3,891	206	32	16
Steel	85	84	99	35	35
Concrete	135	85	33	25	45
Precast	119	88	53	14	19
RM	300	96	43	30	31
URM	33	35	27	6	1
MH	8	47	104	43	34
Total	9,379	4,326	566	184	181



Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – San Andreas M8.0

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	2,555	53,757	13,439
Waste Water	1,533	38,526	9,632
Natural Gas	1,022	11,050	2,763
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – San Andreas M8.0

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	19,552	19,552	19,552	19,552	19,552	19,552
Electric Power		0	0	0	0	0

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 298 households to be displaced due to the earthquake. Of these, 271 people (out of a total population of 64,394) will seek temporary shelter in public shelters.



Casualties

The table below represents a summary of casualties estimated for San Andreas M8.0 earthquake scenario.

Table: Casualty Estimates – San Andreas M8.0

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	3	1	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	5	1	0	0
	Other-Residential	57	17	3	6
	Single-Family	11	1	0	0
	TOTAL	76	20	3	6
2PM	Commercial	187	57	10	19
	Commuting	0	0	1	0
	Educational	76	24	4	8
	Hotels	0	0	0	0
	Industrial	36	11	2	3
	Other-Residential	13	4	1	1
	Single-Family	2	0	0	0
	TOTAL	316	97	17	33
5PM	Commercial	132	40	7	13
	Commuting	4	5	9	2
	Educational	8	2	0	1
	Hotels	0	0	0	0
	Industrial	23	7	1	2
	Other-Residential	22	6	1	2
	Single-Family	4	0	0	0
	TOTAL	192	61	19	20



Economic Losses

The total economic loss estimated for the San Andreas M8.0 earthquake scenario is **\$936.08 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – San Andreas M8.0

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$1,072,100	\$17,255,100	\$1,247,900	\$760,700	\$20,335,800
	Capital-Related	\$0	\$455,000	\$13,868,100	\$757,100	\$206,900	\$15,287,100
	Rental	\$334,400	\$3,505,900	\$8,260,200	\$438,500	\$328,100	\$12,867,100
	Relocation	\$810,800	\$2,221,200	\$12,303,500	\$1,555,400	\$2,948,600	\$19,839,500
	Subtotal	\$1,145,200	\$7,254,200	\$51,686,900	\$3,998,900	\$4,244,300	\$68,329,500
Capital Stock Losses	Structural	\$5,072,900	\$7,120,200	\$28,774,700	\$9,039,600	\$4,529,800	\$54,537,200
	Non-Structural	\$41,589,300	\$47,615,200	\$86,829,700	\$36,377,600	\$16,822,700	\$229,234,500
	Content	\$20,444,400	\$13,148,000	\$41,387,200	\$24,388,200	\$7,854,700	\$107,222,500
	Inventory	\$0	\$0	\$1,433,300	\$4,893,800	\$16,100	\$6,343,200
	Subtotal	\$67,106,600	\$67,883,400	\$158,424,900	\$74,699,200	\$29,223,300	\$397,337,400
TOTAL		\$68,251,800	\$75,137,600	\$210,111,800	\$78,698,100	\$33,467,600	\$465,666,900



Table: Transportation System Economic Losses (\$ Dollars) – San Andreas M8.0

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$389,155,800	\$0	0%
	Bridges	\$37,540,300	\$4,691,800	13%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$7,156,200	\$0	0%
	Bridges	\$102,600	\$7,300	7%
	Tunnels	\$0	\$0	0%
	Facilities	\$2,663,000	\$708,800	27%
Light Rail	Segments	\$36,013,100	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Bus	Facilities	\$0	\$0	0%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$0	\$0	0%
TOTAL		\$472,631,000	\$5,407,900	

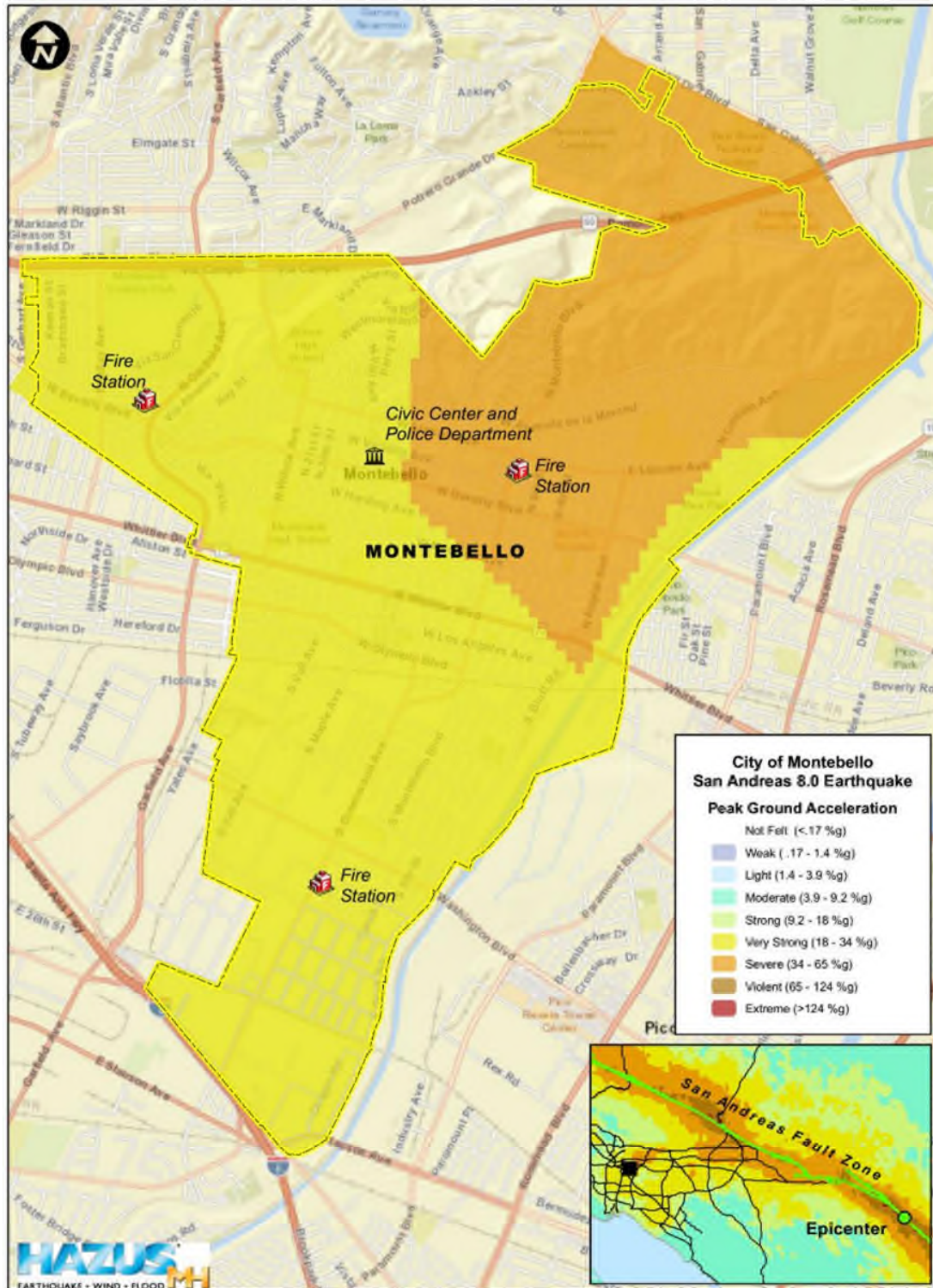


Table: Utility System Economic Losses (\$ Dollars) – San Andreas M8.0

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$51,096,200	\$241,908,300	0%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$30,657,700	\$173,367,600	0%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$20,438,500	\$49,725,600	0%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$0	\$0	0%
Communication	Facilities	\$0	\$0	0%
TOTAL		\$102,192,400	\$465,001,500	

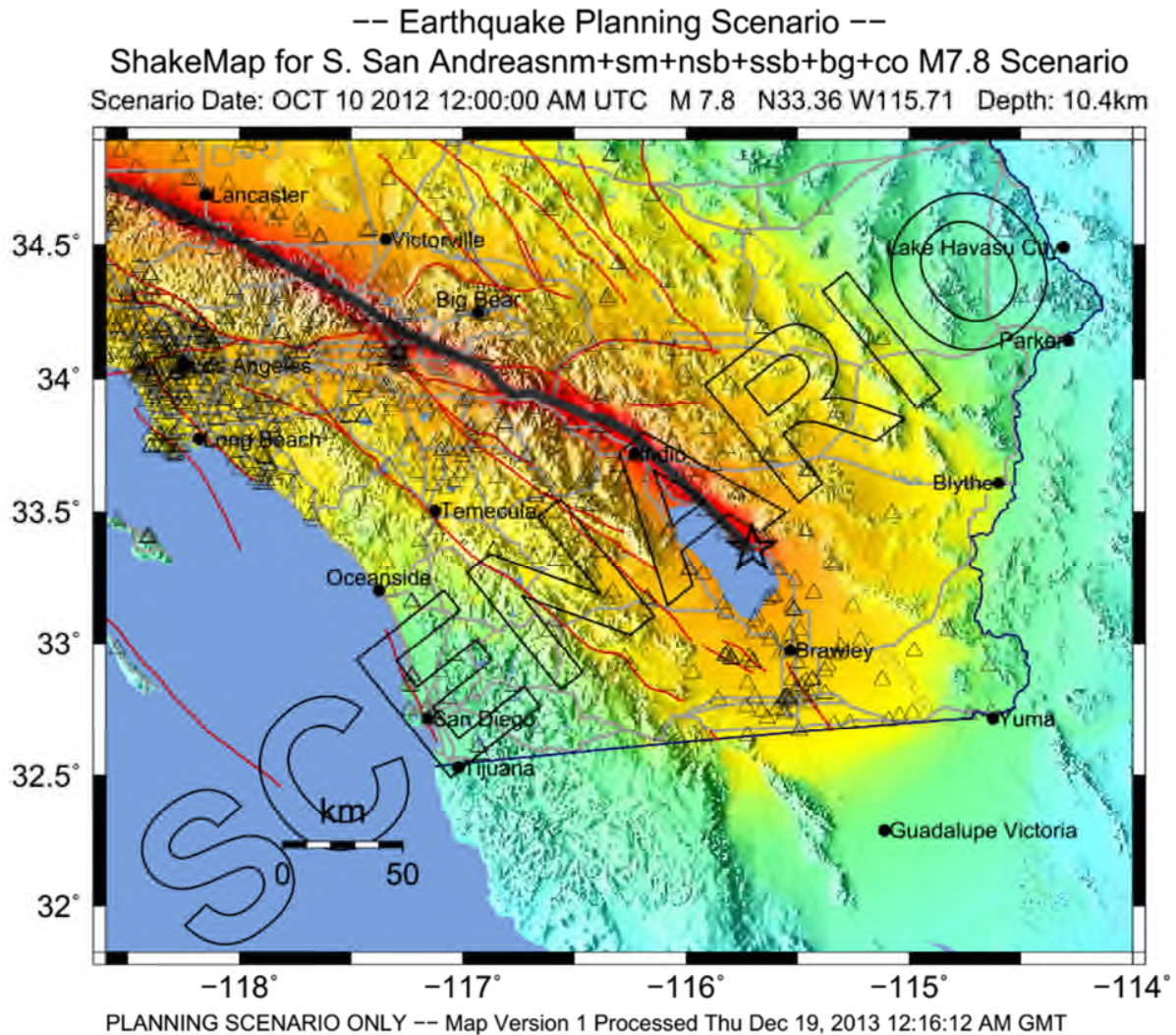


Map: Shake Intensity Map – San Andreas M8.0
(Source: Emergency Planning Consultants)





Map: Seismic Shaking Intensities for the San Andrea Fault M7.8
(Source: State of California Department of Conservation)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	<0.1	0.5	2.4	6.7	13	24	44	83	>156
PEAK VEL.(cm/s)	<0.07	0.4	1.9	5.8	11	22	43	83	>160
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Scale based upon Wald, et al., 1999



Whittier M6.8 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Whittier M6.8

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	6	4	2	0	0
Commercial	532	368	175	16	0
Education	20	11	3	0	0
Government	8	4	2	0	0
Industrial	100	76	44	5	0
Other Residential	725	493	187	26	1
Religion	46	28	11	1	0
Single Family	7,219	4,276	248	1	0
Total	8,656	5,259	672	49	1

Table: Expected Building Damage by Building Type – Whittier M6.8

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	7,870	4,700	276	1	1
Steel	153	106	71	7	0
Concrete	157	113	48	5	0
Precast	115	104	67	6	0
RM	313	123	59	5	0
URM	32	40	26	3	0
MH	16	72	124	21	0
Total	8,656	5,259	672	49	1



Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – Whittier M6.8

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	2,555	53,757	13,439
Waste Water	1,533	38,526	9,632
Natural Gas	1,022	11,050	2,763
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – Whittier M6.8

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	19,552	19,552	19,552	19,552	19,552	19,552
Electric Power		0	0	0	0	0

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 35 households to be displaced due to the earthquake. Of these, 33 people (out of a total population of 64,394) will seek temporary shelter in public shelters.



Casualties

The table below represents a summary of casualties estimated for Whittier M6.8 earthquake scenario.

Table: Casualty Estimates – Whittier M6.8

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	0	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	0	0	0	0
	Other-Residential	9	1	0	0
	Single-Family	10	0	0	0
	TOTAL	19	1	0	0
2PM	Commercial	16	2	0	0
	Commuting	0	0	0	0
	Educational	5	0	0	0
	Hotels	0	0	0	0
	Industrial	3	0	0	0
	Other-Residential	2	0	0	0
	Single-Family	2	0	0	0
	TOTAL	28	2	0	0
5PM	Commercial	11	1	0	0
	Commuting	0	0	0	0
	Educational	1	0	0	0
	Hotels	0	0	0	0
	Industrial	2	0	0	0
	Other-Residential	3	0	0	0
	Single-Family	4	0	0	0
	TOTAL	21	1	0	0



Economic Losses

The total economic loss estimated for the Whittier M6.8 earthquake scenario is **\$646.75 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Whittier M6.8

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$151,300	\$3,893,300	\$344,200	\$194,000	\$4,582,800
	Capital-Related	\$0	\$64,400	\$3,059,000	\$209,000	\$49,600	\$3,382,000
	Rental	\$421,700	\$1,302,400	\$2,635,400	\$148,200	\$65,800	\$4,573,500
	Relocation	\$1,074,800	\$974,800	\$3,847,200	\$588,100	\$592,500	\$7,077,400
	Subtotal	\$1,496,500	\$2,492,900	\$13,434,900	\$1,289,500	\$901,900	\$19,615,700
Capital Stock Losses	Structural	\$5,995,200	\$2,934,200	\$6,432,600	\$1,984,500	\$808,600	\$18,155,100
	Non-Structural	\$38,585,400	\$25,007,600	\$21,457,100	\$8,815,400	\$3,904,600	\$97,770,100
	Content	\$15,115,900	\$7,394,100	\$12,396,300	\$6,431,800	\$2,225,000	\$43,563,100
	Inventory	\$0	\$0	\$471,600	\$1,226,900	\$4,600	\$1,703,100
	Subtotal	\$59,696,500	\$35,335,900	\$40,757,600	\$18,458,600	\$6,942,800	\$161,191,400
TOTAL		\$61,193,000	\$37,828,800	\$54,192,500	\$19,748,100	\$7,844,700	\$180,807,100



Table: Transportation System Economic Losses (\$ Dollars) – Whittier M6.8

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$389,155,800	\$0	0%
	Bridges	\$37,540,300	\$442,900	1%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$7,156,200	\$0	0%
	Bridges	\$102,600	\$200	1%
	Tunnels	\$0	\$0	0%
	Facilities	\$2,663,000	\$497,000	19%
Light Rail	Segments	\$36,013,100	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Bus	Facilities	\$0	\$0	0%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$0	\$0	0%
TOTAL		\$472,631,000	\$940,100	

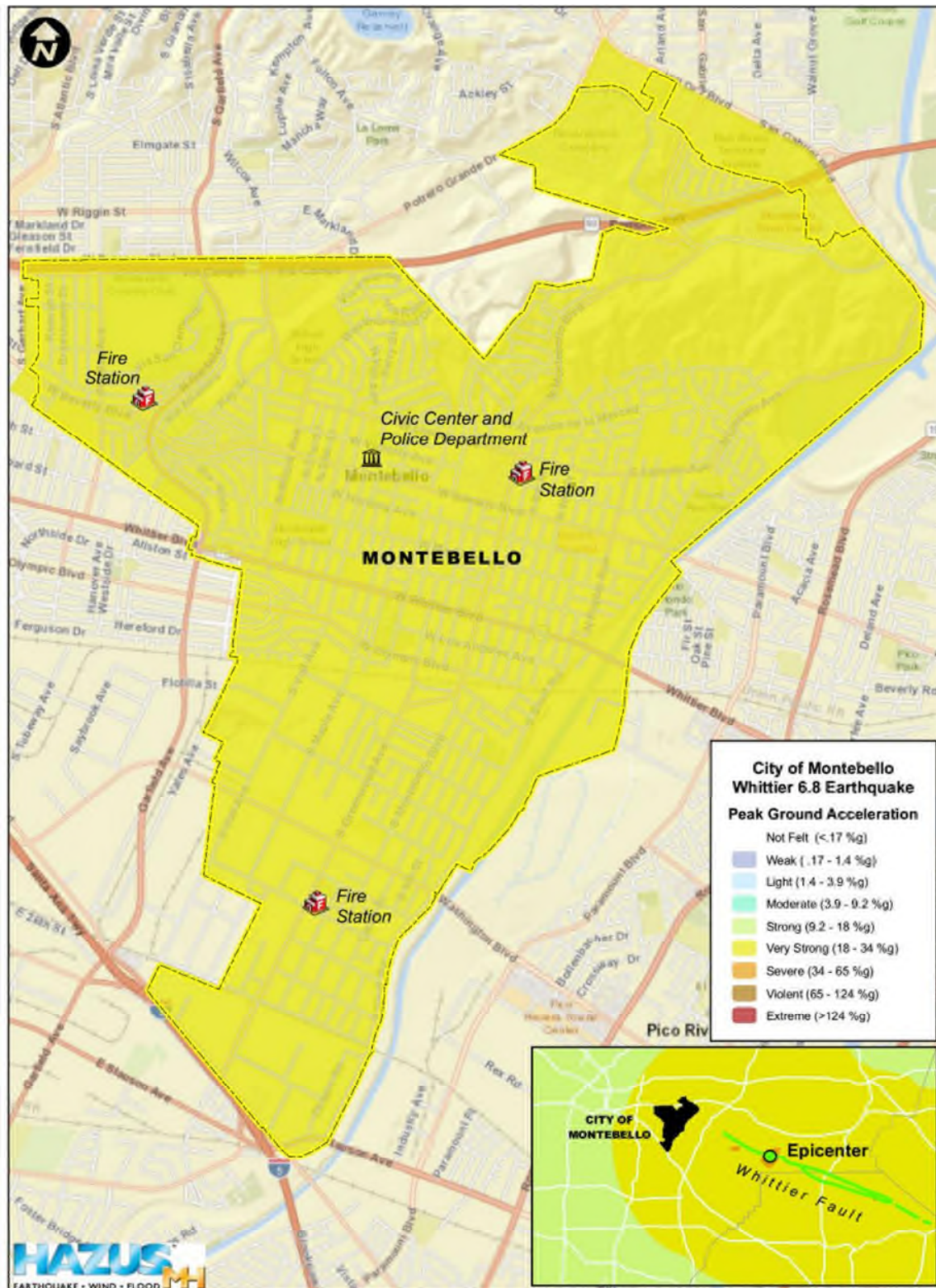


Table: Utility System Economic Losses (\$ Dollars) – Whittier M6.8

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$51,096,200	\$241,908,300	473%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$30,657,700	\$173,367,600	565%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$20,438,500	\$49,725,600	243%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$0	\$0	0%
Communication	Facilities	\$0	\$0	0%
TOTAL		\$102,192,400	\$465,001,500	



Map: Shake Intensity Map – Whittier M6.8
(Source: Emergency Planning Consultants)





Puente Hills M7.1 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Puente Hills M7.1

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	4	3	3	1	0
Commercial	310	289	323	136	33
Education	14	10	8	3	0
Government	5	4	3	1	0
Industrial	53	54	72	35	10
Other Residential	469	492	320	120	29
Religion	28	24	22	9	2
Single Family	4,903	4,796	1,863	144	36
Total	5,786	5,674	2,615	449	112

Table: Expected Building Damage by Building Type – Puente Hills M7.1

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	5,326	5,265	2,057	156	41
Steel	85	75	111	53	13
Concrete	92	92	88	42	9
Precast	65	68	101	48	11
RM	186	112	134	60	8
URM	18	23	32	18	10
MH	15	40	91	71	18
Total	5,786	5,674	2,615	449	112



Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – Puente Hills M7.1

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	2,555	506	126
Waste Water	1,533	362	91
Natural Gas	1,022	104	26
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – Puente Hills M7.1

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	19,552	2,711	582	0	0	0
Electric Power		7,390	4,102	1,435	237	11

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 521 households to be displaced due to the earthquake. Of these, 507 people (out of a total population of 64,394) will seek temporary shelter in public shelters.



Casualties

The table below represents a summary of casualties estimated for the Puente Hills M7.1 earthquake scenario.

Table: Casualty Estimates – Puente Hills M7.1

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	2	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	3	1	0	0
	Other-Residential	47	10	1	2
	Single-Family	39	5	0	0
	TOTAL	90	16	1	2
2PM	Commercial	108	26	4	7
	Commuting	0	0	0	0
	Educational	35	8	1	2
	Hotels	0	0	0	0
	Industrial	21	5	1	1
	Other-Residential	11	2	0	0
	Single-Family	9	1	0	0
	TOTAL	184	42	6	10
5PM	Commercial	76	18	3	5
	Commuting	3	3	6	1
	Educational	3	1	0	0
	Hotels	0	0	0	0
	Industrial	13	3	0	1
	Other-Residential	18	4	0	1
	Single-Family	15	2	0	0
	TOTAL	128	31	9	8



Economic Losses

The total economic loss estimated for the Puente Hills M7.1 scenario earthquake is **\$604.81 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Puente Hills M7.1

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$787,500	\$15,432,600	\$1,511,100	\$596,100	\$18,327,300
	Capital-Related	\$0	\$335,100	\$11,732,200	\$917,600	\$159,400	\$13,144,300
	Rental	\$2,641,000	\$5,782,700	\$8,934,500	\$578,600	\$263,200	\$18,200,000
	Relocation	\$10,054,800	\$4,396,800	\$13,834,800	\$2,201,100	\$2,425,300	\$32,912,800
	Subtotal	\$12,695,800	\$11,302,100	\$49,934,100	\$5,208,400	\$3,444,000	\$82,584,400
Capital Stock Losses	Structural	\$19,848,500	\$10,664,600	\$28,837,300	\$9,887,900	\$3,154,000	\$72,392,300
	Non-Structural	\$108,807,200	\$74,593,400	\$75,802,400	\$35,396,100	\$11,454,300	\$306,053,400
	Content	\$37,941,800	\$20,092,200	\$39,163,800	\$25,487,100	\$5,815,300	\$128,500,200
	Inventory	\$0	\$0	\$1,569,100	\$4,925,400	\$12,400	\$6,506,900
	Subtotal	\$166,597,500	\$105,350,200	\$145,372,600	\$75,696,500	\$20,436,000	\$513,452,800
TOTAL		\$179,293,300	\$116,652,300	\$195,306,700	\$80,904,900	\$23,880,000	\$596,037,200



Table: Transportation System Economic Losses (\$ Dollars) – Puente Hills M7.1

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$389,155,800	\$0	0%
	Bridges	\$37,540,300	\$3,214,900	9%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$7,156,200	\$0	0%
	Bridges	\$102,600	\$9,700	10%
	Tunnels	\$0	\$0	0%
	Facilities	\$2,663,000	\$1,170,100	44%
Light Rail	Segments	\$36,013,100	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Bus	Facilities	\$0	\$0	0%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$0	\$0	0%
TOTAL		\$472,631,000	\$4,394,700	

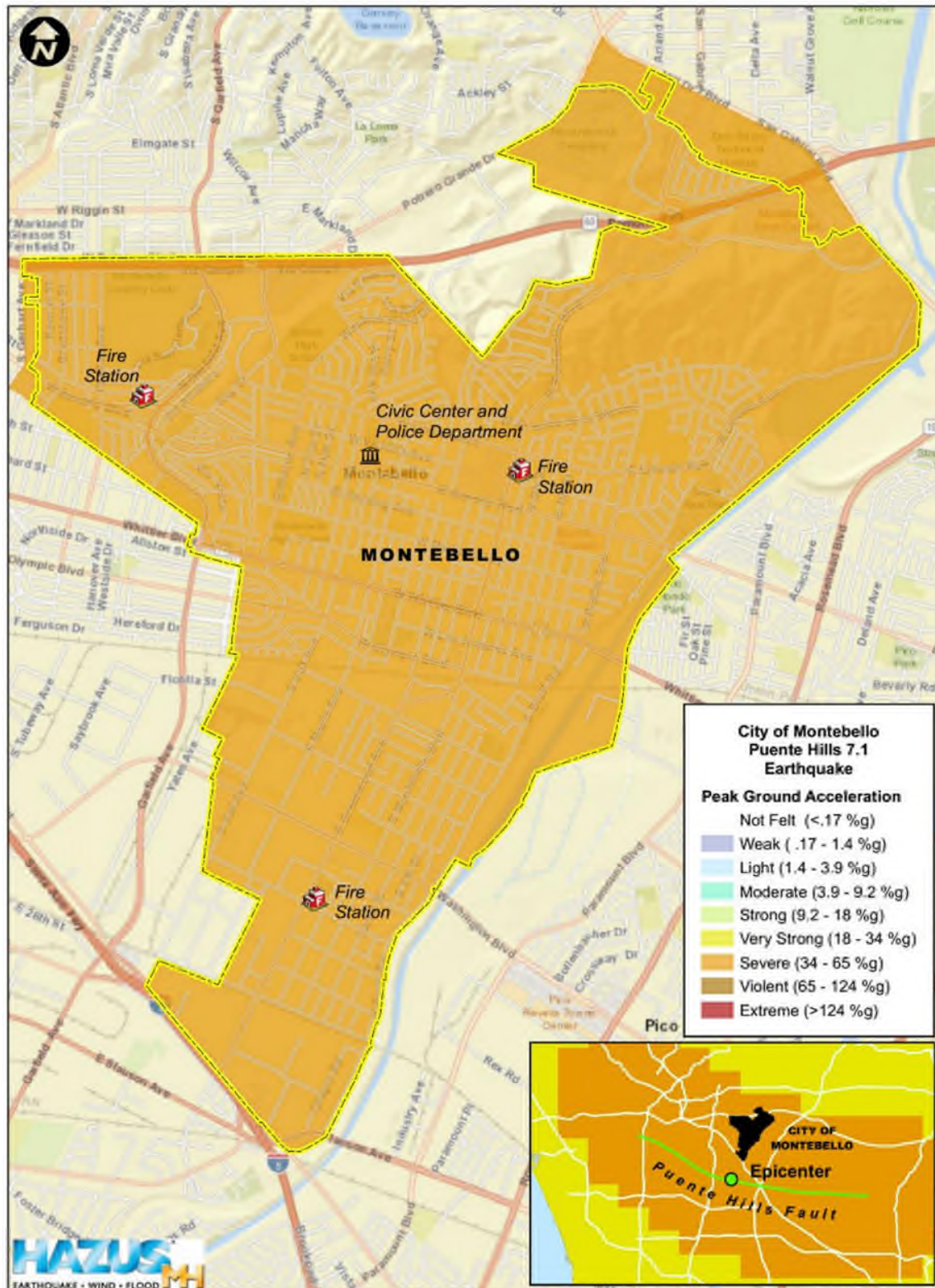


Table: Utility System Economic Losses (\$ Dollars) – Puente Hills M7.1

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$51,096,200	\$2,276,000	4%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$30,657,700	\$1,631,200	5%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$20,438,500	\$467,900	2%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$0	\$0	0%
Communication	Facilities	\$0	\$0	0%
TOTAL		\$102,192,400	\$4,375,100	



Map: Shake Intensity Map – Puente Hills M7.1
(Source: Emergency Planning Consultants)





Sierra Madre M7.2 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Sierra Madre M7.2

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	7	3	1	0	0
Commercial	691	228	140	29	3
Education	23	7	4	1	0
Government	9	3	2	0	0
Industrial	140	46	31	7	1
Other Residential	917	345	140	27	2
Religion	56	18	9	2	0
Single Family	8,179	2,971	566	22	5
Total	10,021	3,621	894	89	11

Table: Expected Building Damage by Building Type – Sierra Madre M7.2

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	8,491	3,258	618	22	6
Steel	209	67	51	10	1
Concrete	204	71	39	9	1
Precast	172	60	49	12	1
RM	355	76	55	13	0
URM	55	24	17	5	1
MH	86	64	65	18	1
Total	10,021	3,621	894	89	11



Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – Sierra Madre M7.2

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	2,555	10	35
Waste Water	1,553	100	25
Natural Gas	1,022	29	7
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – Sierra Madre M7.2

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	19,552	3	0	0	0	0
Electric Power		0	0	0	0	0

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 92 households to be displaced due to the earthquake. Of these, 83 people (out of a total population of 64,394) will seek temporary shelter in public shelters.



Casualties

The table below represents a summary of casualties estimated for Sierra Madre M7.2 earthquake scenario.

Table: Casualty Estimates – Sierra Madre M7.2

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	0	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	1	0	0	0
	Other-Residential	10	1	0	0
	Single-Family	12	1	0	0
	TOTAL	23	2	0	0
2PM	Commercial	21	3	0	1
	Commuting	0	0	0	0
	Educational	7	1	0	0
	Hotels	0	0	0	0
	Industrial	4	1	0	0
	Other-Residential	2	0	0	0
	Single-Family	2	0	0	0
	TOTAL	36	5	0	1
5PM	Commercial	15	2	0	0
	Commuting	0	0	1	0
	Educational	1	0	0	0
	Hotels	0	0	0	0
	Industrial	2	0	0	0
	Other-Residential	4	0	0	0
	Single-Family	4	0	0	0
	TOTAL	26	2	1	0



Economic Losses

The total economic loss estimated for the Sierra Madre M7.2 earthquake scenario is **\$182.31 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Sierra Madre M7.2

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$229,300	\$4,141,800	\$294,700	\$207,100	\$4,872,900
	Capital-Related	\$0	\$97,500	\$3,269,300	\$178,900	\$56,500	\$3,602,200
	Rental	\$782,400	\$1,604,300	\$2,551,700	\$121,700	\$77,100	\$5,137,200
	Relocation	\$2,785,300	\$1,199,400	\$3,848,800	\$485,200	\$762,400	\$9,081,100
	Subtotal	\$3,567,700	\$3,130,500	\$13,811,600	\$1,080,500	\$1,103,100	\$22,693,400
Capital Stock Losses	Structural	\$7,119,600	\$3,152,200	\$6,707,200	\$1,778,500	\$1,004,700	\$19,762,200
	Non-Structural	\$40,018,100	\$23,751,700	\$21,049,100	\$7,713,400	\$4,219,200	\$96,751,500
	Content	\$13,232,900	\$6,340,300	\$11,712,700	\$5,594,000	\$2,254,700	\$39,134,600
	Inventory	\$0	\$0	\$427,100	\$1,070,200	\$4,600	\$1,501,900
	Subtotal	\$60,370,600	\$33,244,200	\$39,896,100	\$16,156,100	\$7,483,200	\$157,150,200
TOTAL		\$63,938,300	\$36,374,700	\$53,707,700	\$17,236,600	\$8,586,300	\$179,843,600



Table: Transportation System Economic Losses (\$ Dollars) – Sierra Madre M7.2

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$389,155,800	\$0	0%
	Bridges	\$37,540,300	\$788,800	2%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$7,156,200	\$0	0%
	Bridges	\$102,600	\$400	1%
	Tunnels	\$0	\$0	0%
	Facilities	\$2,663,000	\$471,700	17%
Light Rail	Segments	\$36,013,100	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Bus	Facilities	\$0	\$0	0%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$0	\$0	0%
TOTAL		\$472,631,000	\$1,260,900	

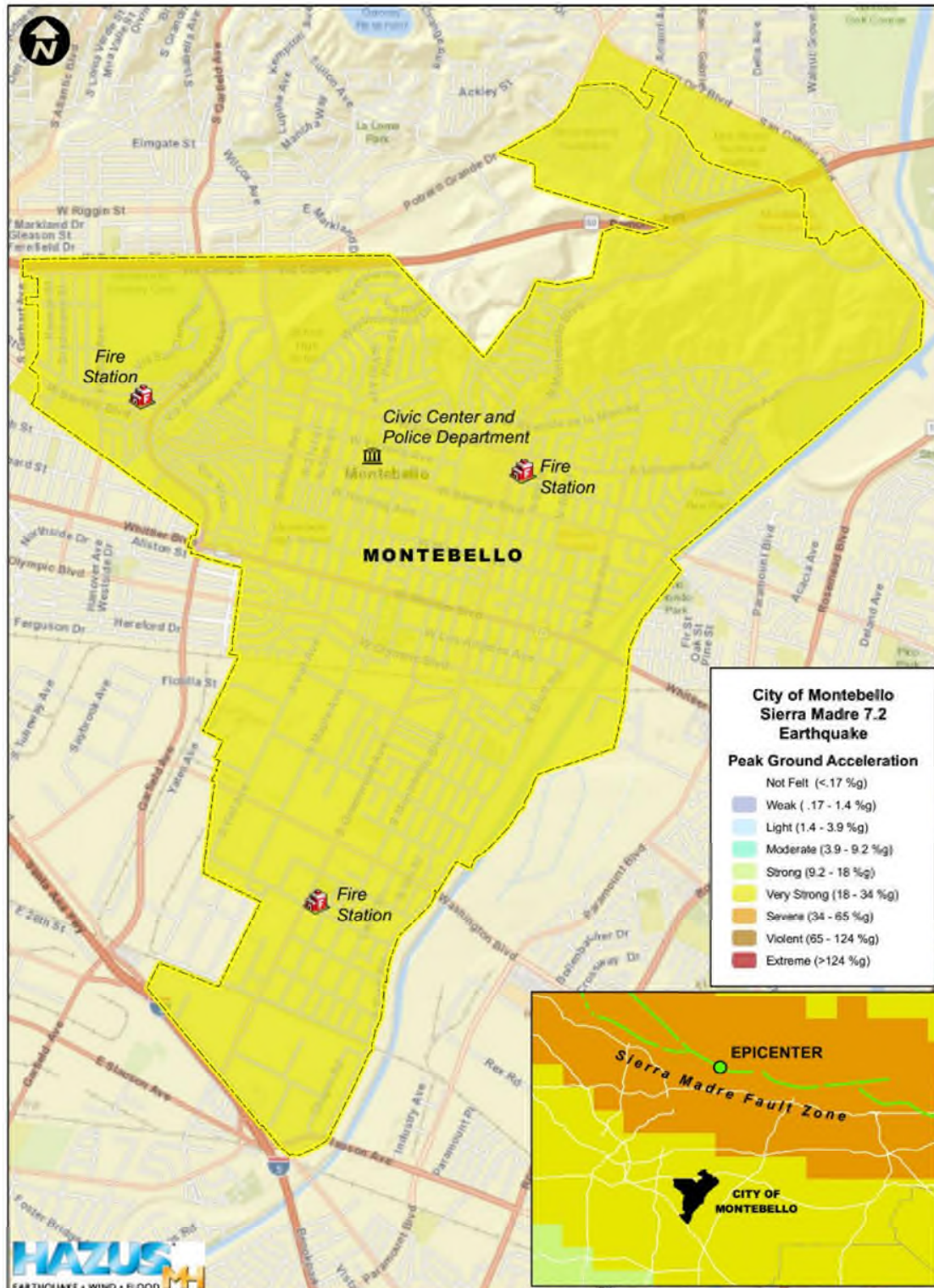


Table: Utility System Economic Losses (\$ Dollars) – Sierra Madre M7.2

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$51,096,200	\$627,900	1%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$30,657,700	\$450,000	2%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$20,438,500	\$129,100	1%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$0	\$0	0%
Communication	Facilities	\$0	\$0	0%
TOTAL		\$102,192,400	\$1,207,000	

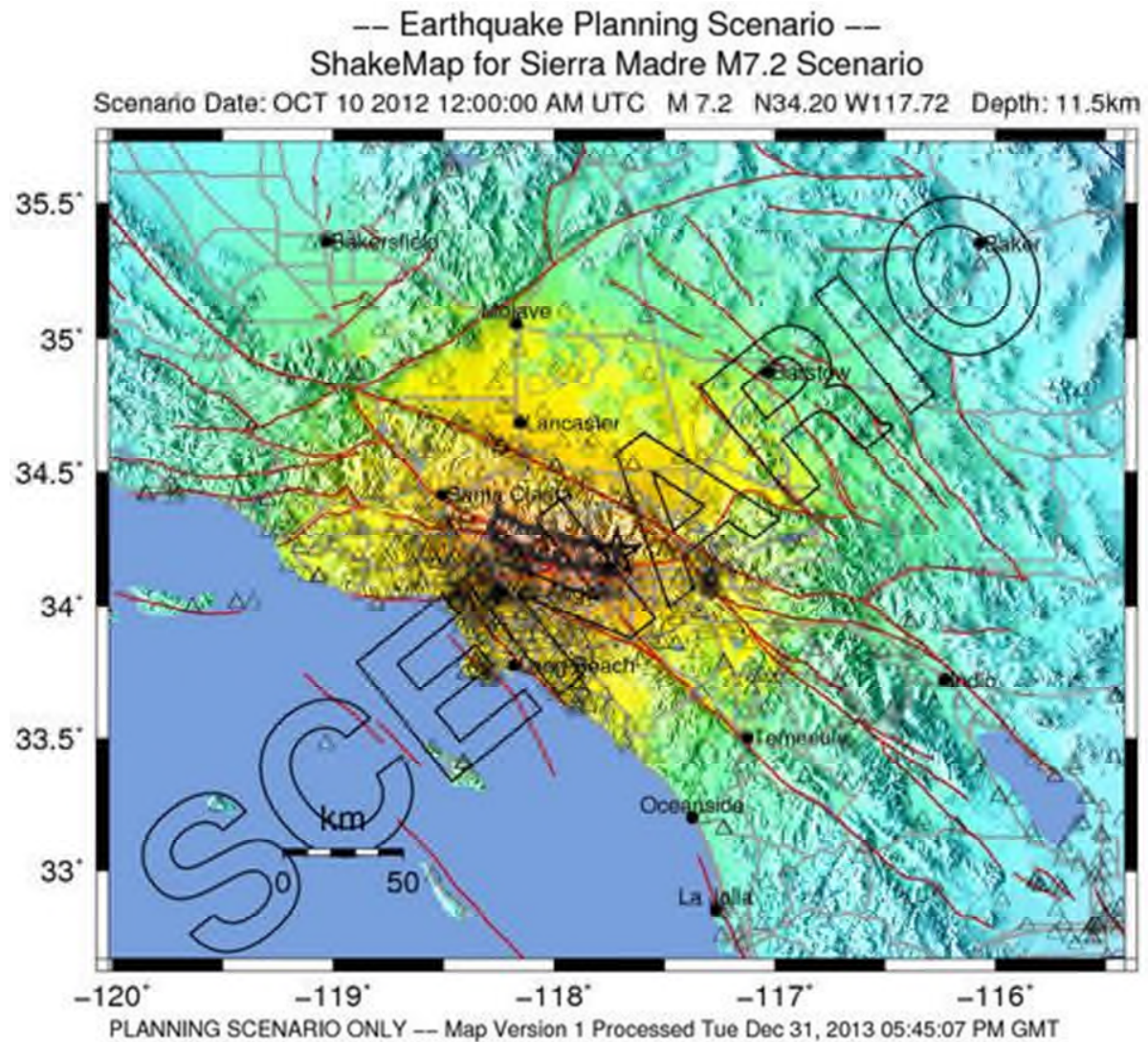


Map: Shake Intensity Map – Sierra Madre M7.2
(Source: Emergency Planning Consultants)





Map: Seismic Shaking Intensities for the Sierra Madre M7.2
(Source: State of California Department of Conservation)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	<0.1	0.5	2.4	6.7	13	24	44	83	>156
PEAK VEL.(cm/s)	<0.07	0.4	1.9	5.8	11	22	43	83	>160
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Scale based upon Wald, et al.; 1999



Structures and Building Code

The built environment is susceptible to damage from earthquakes. Buildings that collapse can trap and bury people. Lives are at risk, and the cost to clean up the damages is great. In most California communities, including the City of Montebello, many buildings were built before 1993 when building codes were not as strict. In addition, retrofitting is not required except under certain conditions and can be expensive. Therefore, the number of buildings at risk remains high. The California Seismic Safety Commission makes annual reports on the progress of the retrofitting of unreinforced masonry buildings. According to the City of Montebello General Plan, All URM buildings within the City have been identified and upgraded to meet current requirements.

Implementation of earthquake mitigation policy most often takes place at the local government level. The City of Montebello Planning and Community Development Department enforces building codes pertaining to earthquake hazards.

Additionally, the City has implemented basic building requirements that are above and beyond what the State demands for hazard mitigation. Newly constructed buildings in Montebello that are built in an area subject to Earthquake-induced landslide or liquefaction are typically built with extra foundation support. Such support is found in the post-tension reinforced concrete foundation; this same technique is used by coastal cities to prevent home destruction during cases of liquefaction.

Generally, these codes seek to discourage development in areas that could be prone to flooding, landslide, wildfire and/or seismic hazards; and where development is permitted, that the applicable construction standards are met. Developers in hazard-prone areas may be required to retain a qualified professional engineer to evaluate level of risk on the site and recommend appropriate mitigation measures.



Wildfire Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Wildfire in the City of Montebello** below.

Previous Occurrences of Wildfire in the City of Montebello

Fortunately, there have been no wildfire outbreaks within the City. However, bordering areas are highly prone to wildfires and, therefore, the City is exposed to a threat from wildfires originating outside the City specifically from the east toward the Hacienda Hills.

Although no wildfires have impacted the City, the most recent fire event to impact the City was a brush fire in August 2015. A homeless man sparked a 384-acre wildfire in the Rio Hondo Riverbed while cooking food in the brush. Although no structures were damaged, four firefighters suffered minor injuries while fighting the fire.



Previous Occurrences of Wildfire in Los Angeles County

Due to its weather, topography, and native vegetation, the majority of Los Angeles County is at risk from wildland fires. The extended droughts characteristic of California's Mediterranean climate result in large areas of dry vegetation that provide fuel for wildland fires. Furthermore, the native vegetation typically has a high oil content that makes it highly flammable. The area is also intermittently impacted by Santa Ana winds, the hot, dry winds that blow across southern California in the spring and late fall.

The most recent significant wildfire event to impact the County of Los Angeles was the Station Fire in 2009. The Station Fire destroyed 209 structures and burned a total of 160,577 acres within Los Angeles County. According to the United States Forest Service, the Station Fire was the 10th largest in modern California history, and the largest wildfire in Los Angeles County to date.



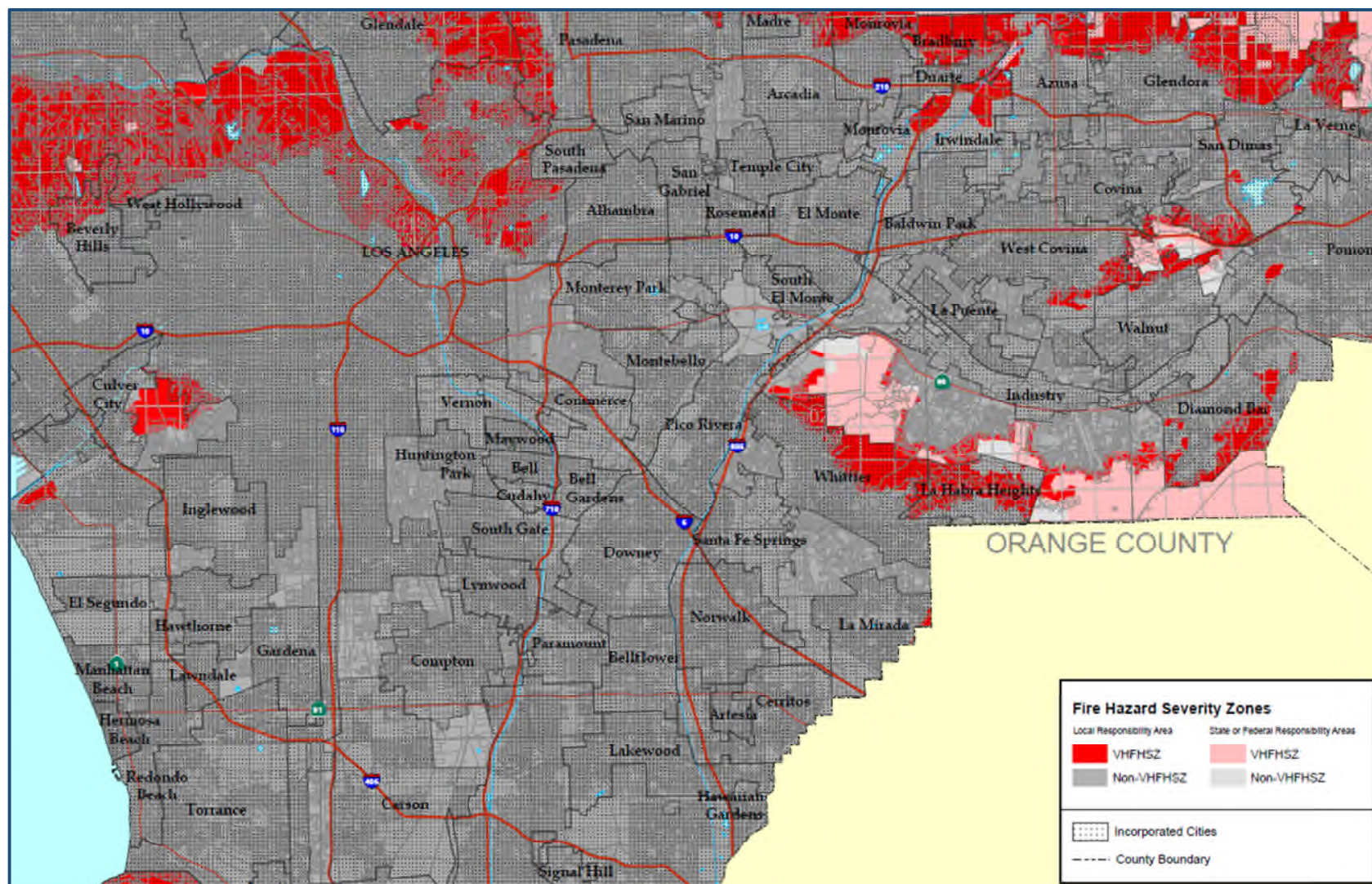
Local Conditions

According to **Map: Local, State, and Federal Responsibility Areas - Very High Fire Hazard Severity Zones** the City of Montebello is not designated a very high fire hazard severity zone (VHFHSZ). However, the immediate areas due east of Montebello including the City of Whittier and the unincorporated community of Hacienda Heights are at severe risk to wildfires. These areas are at significant risk during the summer months, extended periods of heat, and long periods of no rain. Strong, easterly Santa Ana winds have the potential to direct wildfires from the west into the City of Montebello.

Although unlikely, the northeastern portion of the City is at greatest risk of wildfire impact due to the wildland/urban interface and primarily chaparral fuel source.



Map: Local, State, and Federal Responsibility Areas - Very High Fire Hazard Severity Zones
(Source: CAL FIRE)





Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Wildfire in the City of Montebello** below.

Impact of Wildfire in the City of Montebello

Wildfires and their impact varies by location and severity of any given wildfire event, and will likely only affect certain areas of the county during specific times. Based on the risk assessment, it is evident that wildfires will have a potentially devastating economic impact to certain areas of the City.

Impact that is not quantified, but anticipated in future events includes:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed



Flood Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Flooding in the City of Montebello** below.

Previous Occurrences of Flooding in the City of Montebello

Flooding has not been a serious hazard to Montebello in several decades, and the risk of disastrous flooding in the City is considered minimal. The vast majority of Montebello – despite notable areas identified below – does not lie within a 100- or 500- year floodplain, as delineated by the Federal Emergency Management Agency (FEMA). However, the potential for a localized flood event still exists within Montebello, and it is an important hazard to be addressed in the City's Hazard Mitigation Plan.

Since the writing of the 2004 Mitigation Plan, there have been no significant flooding events impacting the City of Montebello.

Previous Occurrences of Flooding in Los Angeles County

Los Angeles County records reveal since 1861, the Los Angeles River has flooded 30 times, on average once every 6.1 years. But averages are deceiving, for the Los Angeles basin goes through periods of drought and then periods of above average rainfall. Between 1889 and 1891 the river flooded every year, from 1941 to 1945, the river flooded 5 times. Conversely, from 1896 to 1914, and again from 1944 to 1969, a period of 25 years, the river did not have serious floods.

Average annual precipitation in Los Angeles County ranges from 13 inches on the coast to approximately 40 inches on the highest point of the Peninsular Mountain Range that transects the County. Several factors determine the severity of floods, including rainfall intensity and duration. A large amount of rainfall over a short time span can result in flash flood conditions. A sudden thunderstorm or heavy rain, dam failure, or sudden spills can cause flash flooding. The National Weather Service's definition of a flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours.

The towering mountains that give the Los Angeles region its spectacular views also wring a great deal of rain out of the storm clouds that pass through. Because the mountains are so steep, the rainwater moves rapidly down the slopes and across the coastal plains on its way to the ocean.

Naturally, this rainfall moves rapidly downstream, often with severe consequences for anything in its path. In extreme cases, flood-generated debris flows will roar down a canyon at speeds near 40 miles per hour with a wall of mud, debris and water, tens of feet high. Flooding occurs when climate, geology, and hydrology combine to create conditions where water flows outside of its usual course.



Local Conditions

According to the National Flood Insurance Program, the City is designated as Zone “X” or minimal flood hazard. However, the City contains four specific areas considered to be at special risk of flooding:

1. West side of Grant Rea Park along the Rio Hondo Channel
2. Garfield Avenue between Via Paseo and Beverly Boulevard
3. East side of Rio Hondo Channel from Beverly Terrace to Mines Avenue
4. Mines Avenue from Maple Avenue to Greenwood

Map: Rio Hondo 100-Year Flood Scenario shows the 100-year Rio Hondo flood impact scenario on the eastern portion of the City.

Urban Flooding

Portions of the City of Montebello are prone to urban flooding, also sometimes referred to as ponding, due to debris accumulation on storm drains and in flood control channels and basins, overburdened pumping stations and aged drainage systems. Low-lying areas of the City are particularly susceptible to urban flooding.

Flood control channels and basins are at risk of overflowing their banks during times of heavy rainfall and reservoir water release, specifically the Rio Hondo Flood Control Channel which runs north to south through the length of City and the San Gabriel River basin, which runs along the east side of the City. The Los Angeles County Department of Public Works and the Army Corp of Engineers are responsible for notifying the jurisdiction at the onset of planned water releases.

Q&A | ELEMENT C. MITIGATION STRATEGY | C2

Q: C2. Does the Plan address each jurisdiction’s participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))

A: See **National Flood Insurance Program** below.

National Flood Insurance Program

The City participates in the National Flood Insurance Program (NFIP). Created by Congress in 1968, the NFIP makes flood insurance available in communities that enact minimum floodplain management rules consistent with the Code of Federal Regulations §60.3.

According to **Map: Flood Insurance Rate Map**, the built areas of the City are in “Flood Zone X” and “Flood Zone D”. Zone X is defined as the area outside the 500-year flood and protected by levee from 100-year flood. Zone D is defined as areas in which flood hazards are undetermined (no analysis of flood hazards has been conducted), but possible.



Map: Flood Insurance Rate Map
(Source: FEMA Flood Map Service Center)





Rio Hondo 100-Year Flood Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Rio Hondo 100-Year Flood

	Slight Count	Moderate Count	Extensive Count	Complete Count
Agriculture	0	0	0	0
Commercial	0	0	0	0
Education	0	0	0	0
Government	0	0	0	0
Industrial	1	0	0	0
Other Residential	0	0	0	0
Religion	0	0	0	0
Single Family	8	54	38	19
Total	9	54	38	19

Table: Expected Building Damage by Building Type – Rio Hondo 100-Year Flood

	Slight Count	Moderate Count	Extensive Count	Complete Count
Concrete	0	0	0	0
MH	0	0	0	0
Masonry	0	0	0	0
Steel	1	0	0	0
Wood	8	54	38	19
Total	9	54	38	19

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the flood and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 304 households to be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 877 people (out of a total population of 62,453) will seek temporary shelter in public shelters.



Economic Losses

The total economic loss estimated for the Rio Hondo 100-Year Flood scenario is **\$31.38 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Rio Hondo 100-Year Flood

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss	Building	\$13,429,000	\$1,004,000	\$1,260,000	\$62,000	\$15,755,000
	Content	\$8,530,000	\$2,438,000	\$3,643,000	\$314,000	\$14,925,000
	Inventory	\$0	\$54,000	\$610,000	\$2,000	\$666,000
	Subtotal	\$21,959,000	\$3,496,000	\$0	\$378,000	\$31,346,000
Business Interruption	Income	\$1,000	\$4,000	\$0	\$0	\$5,000
	Relocation	\$19,000	\$0	\$0	\$0	\$19,000
	Rental Income	\$4,000	\$0	\$0	\$0	\$4,000
	Wage	\$3,000	\$3,000	\$0	\$1,000	\$7,000
	Subtotal	\$27,000	\$7,000	\$0	\$1,000	\$35,000
TOTAL		\$21,986,000	\$3,503,000	\$0	\$379,000	\$31,381,000



Map: Rio Hondo 100-Year Flood Scenario
Source: Emergency Planning Consultants





Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Flooding in the City of Montebello** below.

Impact of Flooding in the City of Montebello

Floods and their impacts vary by location and severity of any given flood event, and likely only affect certain areas of the County during specific times. Based on the risk assessment, it is evident that floods will continue to have devastating economic impact to certain areas of the City.

Impact that is not quantified, but anticipated in future events includes:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values and
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.



Dam Failure Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Dam Failure in the City of Montebello** below.

Previous Occurrences of Dam Failure in the City of Montebello

The City of Montebello has not been recently affected by a release/failure of any of the dam facilities identified in **Table: Dams Near City of Montebello**.

Since the writing of the 2004 Mitigation Plan, there have been no dam failure events in the City of Montebello.

Previous Occurrences of Dam Failure in Montebello County

There are a total of 103 dams in Los Angeles County, owned by 23 agencies or organizations, ranging from the Federal government to Home Owner Associations. These dams hold billions of gallons of water in reservoirs. Releases of water from the major reservoirs are designed to protect Southern California from flood waters and to store domestic water. Seismic activity can compromise the dam structures, and the resultant flooding could cause catastrophic flooding. Following the 1971 Sylmar earthquake the Lower Van Norman Dam showed signs of structural compromise, and tens of thousands of persons had to be evacuated until the dam could be drained. The dam has never been refilled.

Local Conditions

Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses also result from a lowered tax base and lack of utility profits. These effects would certainly accompany the failure of one of the major dams located near the City of Montebello. Because dam failure has severe consequences, FEMA requires that all dam owners develop Emergency Action Plans (EAP) for warning, evacuation, and post-flood actions. Although there may be coordination with county officials in the development of the EAP, the responsibility for developing potential flood inundation maps and facilitation of emergency response is the responsibility of the dam owner.

Whittier Narrows Dam

According to the U.S. Army Corps of Engineers, Whittier Narrows Dam is a flood risk management and water conservation project constructed in 1957 and operated by the U.S. Army Corps of Engineers, Los Angeles District. The project is located, as its name implies, at the "Whittier Narrows," a natural gap in the hills that form the southern boundary of the San Gabriel Valley. The Rio Hondo and the San Gabriel rivers flow through this gap and are impounded by the reservoir. The communities of Montebello and Pico Rivera are located immediately downstream.



Whittier Narrows Dam, a typically dry flood risk management structure located 11 miles east of downtown Los Angeles, has been reclassified from Dam Safety Action Classification (DSAC) 2 to DSAC 1.

The DSAC 1 rating indicates that the U.S. Army Corps of Engineers considers the incremental risk – the combination of life or economic consequences with the likelihood of failure – to be very high. The reclassification as DSAC 1 identifies the dam as one of the highest priority dam safety projects in the Corps' portfolio of dams.

In a May 25, 2016, memorandum to Col. Kirk Gibbs, commander of the Corps' Los Angeles District, Mr. James Dalton, chief of Engineering and Construction at Corps headquarters, emphasized that new findings with respect to the anticipated performance of the spillway gates drove the reclassification.

The Los Angeles District is currently working with a nationwide team of experts to develop a plan to reduce the risk associated with the spillway. The Corps anticipates that some of the potential solutions will be in operation prior to the 2016-2017 winter rains; other measures will likely be installed before the end of 2017.

Map: Dam Failure Inundation – Whittier Narrows Dam (HAZUS) below shows the potential water depth inundation from a failure of the Whittier Narrows Dam.

Garvey Reservoir

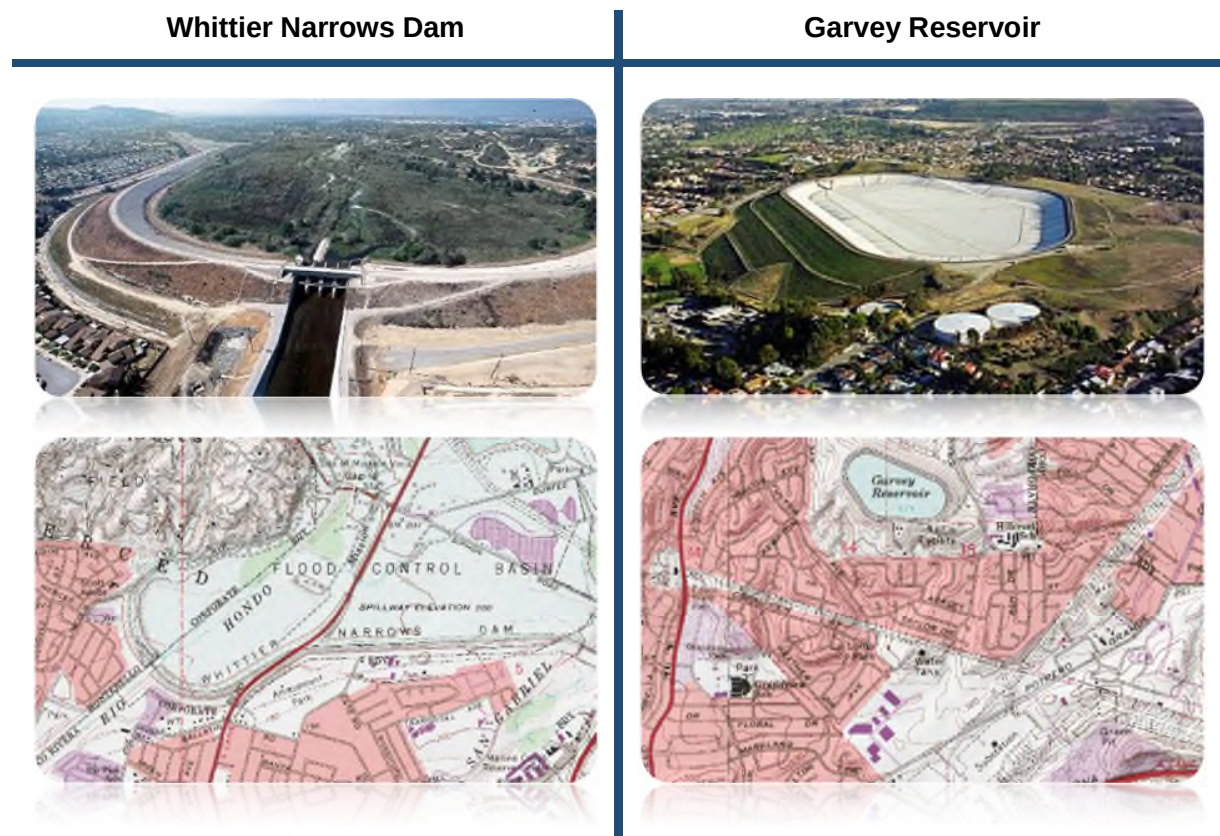
Garvey Reservoir, owned by the Metropolitan Water District of Southern California (MWD), stores municipal water supplies for MWD customers. The reservoir lies impounded behind a north dam and a south dam. MWD completed a substantial overhaul of the facility in 1999 to address seepage and ensure overall reservoir integrity. The state Department of Conservation, Division of Dam Safety conducts periodic dam inspections to verify the dams' ability to withstand seismic stresses. A major seismic event has the potential to cause significant damage and potential failure at this facility.

According to the City of Monterey Park's website, in the unlikely event of a conjectured catastrophic failure at Garvey Reservoir, properties to the north and south of the reservoir could be flooded. If the south dam failed, flood waters of average depth six to seven feet would cascade down the slope bank and into the residential neighborhoods below. At the Pomona Freeway, the water would spread laterally along the north side of the freeway before flowing through freeway under crossings into the City of Montebello.



Table: Dams near City of Montebello

Name of Facility	Owner	Primary Purpose
Whittier Narrows	U.S. Army Corps of Engineers (ACOE)	Flood Control
Garvey Reservoir	Metropolitan Water District	Water Supply Storage





Whittier Narrows Dam Failure Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Whittier Narrows Dam Failure Scenario

	Slight Count	Moderate Count	Extensive Count	Complete Count
Agriculture	0	0	0	0
Commercial	0	0	0	0
Education	0	0	0	0
Government	0	0	0	0
Industrial	0	0	0	0
Other Residential	0	0	0	0
Religion	0	0	0	0
Single Family	9	56	48	36
Total	9	56	48	36

Table: Expected Building Damage by Building Type – Whittier Narrows Dam Failure Scenario

	Slight Count	Moderate Count	Extensive Count	Complete Count
Concrete	0	0	0	0
MH	0	0	0	0
Masonry	0	0	0	0
Steel	0	0	0	0
Wood	9	56	48	36
Total	9	56	48	36

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the flood and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 335 households to be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 950 people (out of a total population of 62,453) will seek temporary shelter in public shelters.



Economic Losses

The total economic loss estimated for the Whittier Narrows Dam failure scenario is **\$39.19 million dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Whittier Narrows Dam Failure Scenario

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss	Building	\$17,379,000	\$1,319,000	\$1,314,000	\$96,000	\$20,108,000
	Content	\$10,859,000	\$3,106,000	\$3,849,000	\$498,000	\$18,312,000
	Inventory	\$0	\$70,000	\$642,000	\$4,000	\$716,000
	Subtotal	\$28,238,000	\$4,495,000	\$0	\$598,000	\$39,136,000
Business Interruption	Income	\$1,000	\$7,000	\$0	\$0	\$8,000
	Relocation	\$25,000	\$0	\$0	\$0	\$25,000
	Rental Income	\$6,000	\$0	\$0	\$0	\$6,000
	Wage	\$4,000	\$5,000	\$0	\$1,000	\$10,000
	Subtotal	\$36,000	\$12,000	\$0	\$1,000	\$49,000
TOTAL		\$28,274,000	\$4,507,000	\$0	\$599,000	\$39,185,000

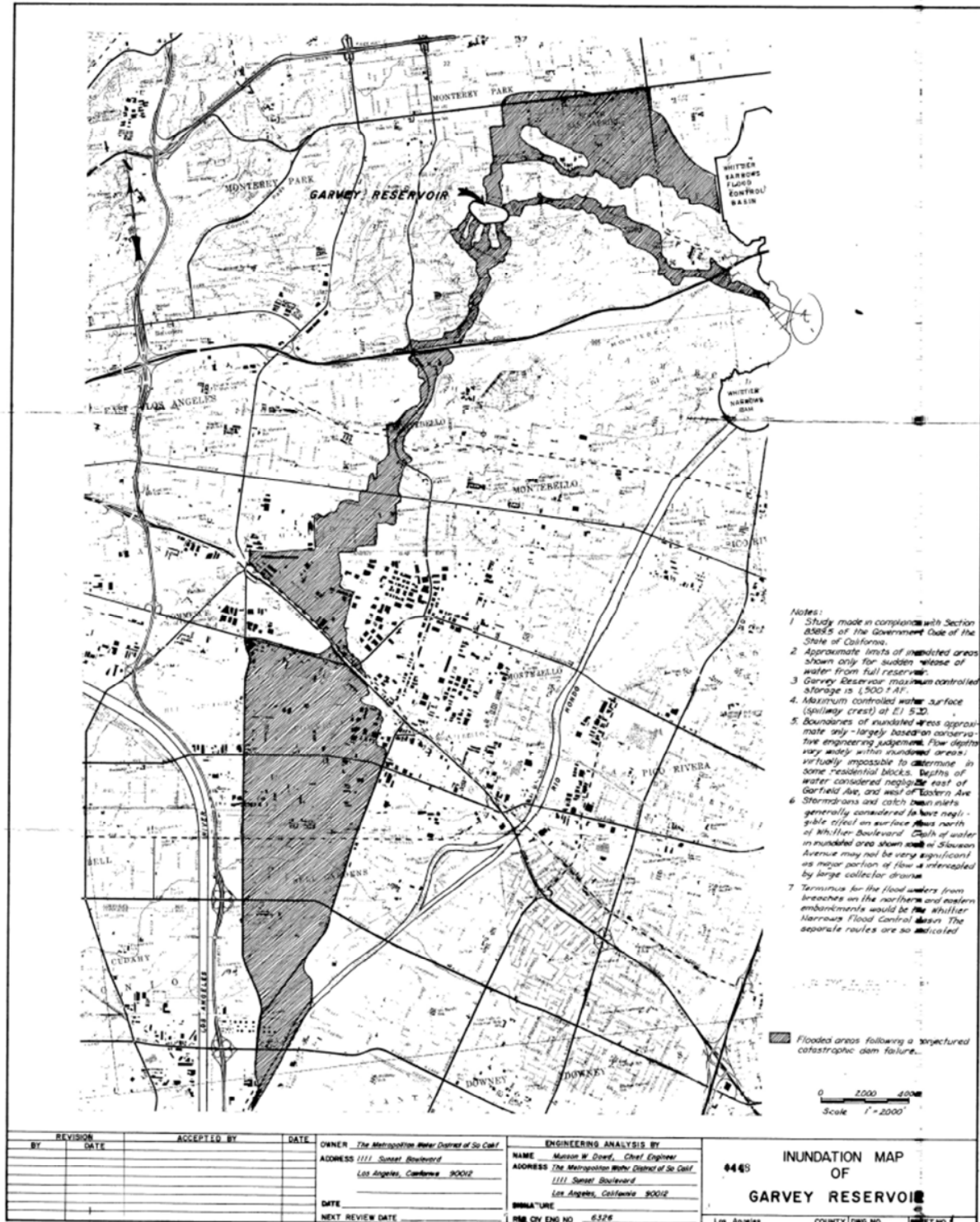


Map: Dam Failure Inundation – Whittier Narrows Dam (HAZUS)
Source: Emergency Planning Consultants





Map: Dam Failure Inundation – Garvey Reservoir
(Source: Cal OES Dam Safety Program)





Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Impacts of Dam Failure in the City of Montebello** below.

Impacts of Dam Failure in the City of Montebello

Based on the risk assessment, it is evident that dam failures will continue to have potentially devastating economic impacts to certain areas of the City.

Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations are needed



Drought Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2

Q: B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Drought in the City of Montebello** below.

Previous Occurrences of Drought in the City of Montebello

Fortunately, there is no severe history of drought within the City of Montebello. Although there is no evidence of a drought having a significant impact on the City at the current time, California as a whole has experienced a serious drought since 2012.

Since the writing of the 2004 Mitigation Plan, there have been no significant damages to the City from a drought.

Previous Occurrences of Drought in Los Angeles County

The region's Mediterranean climate makes it especially susceptible to variations in rainfall. Though the potential risk to the City of Montebello is in no way unique, severe water shortages could have a bearing on the economic well-being of the community. Comparison of climate (rainfall) records from Los Angeles with water well records beginning in 1930 from the San Gabriel Valley indicates the existence of wet and dry cycles on a 10-year scale as well as for much longer periods. The climate record for the Los Angeles region beginning in 1890 suggests drying conditions over the last century. With respect to the present day, climate data also suggests that the last significant wet period was the 1940s. Well level data and other sources seem to indicate the historic high groundwater levels (reflecting recharge from rainfall) occurred in the same decade. Since that time, rainfall (and groundwater level trends) appears to be in decline. This slight declining trend, however, is not believed to be significant. Climatologists compiled rainfall data from 96 stations in the State that spanned a 100-year period between 1890 and 1990. An interesting note is that during the first 50 years of the reporting period, there was only one year (1890) that had more than 35 inches of rainfall, whereas the second 50-year period recording of 5 year intervals (1941, 1958, 1978, 1982, and 1983) that exceeded 35 inches of rainfall in a single year. The year of maximum rainfall was 1890 when the average annual rainfall was 43.11 inches. The second wettest year on record occurred in 1983 when the State's average was 42.75 inches.

The driest year of the 100-year reported in the study was 1924 when the State's average rainfall was only 10.50 inches. The region with the most stations reporting the driest year in 1924 was the San Francisco Bay area. The second driest year was 1977 when the average was 11.57 inches. The most recent major drought (1987 to 1990) occurred at the end of a sequence of very wet years (1978 to 1983). The debate continues whether "global warming" is occurring, and the degree to which global climate change will have an effect on local micro-climates. The semi-arid southwest is particularly susceptible to variations in rainfall. A study that documented annual precipitation for California since 1600 from reconstructed tree ring data indicates that there was a prolonged dry spell from about 1755 to 1820 in California. Fluctuations in precipitation could contribute indirectly to a number of hazards including wildfire and the availability of water supplies.



Local Conditions

According to the City of Montebello General Plan, water service for the City is provided by five service providers in five different districts: California Water Service Company, Central Basin/Metropolitan Water District (MWD), Montebello Land and Water, San Gabriel Valley Water Company, and the South Montebello Irrigation District.

A significant drought has hit the state of California since 2012. The drought has depleted reservoir levels all across the state. In January of 2014, Governor Brown declared a state of emergency and directed state officials to take all necessary actions to prepare for water shortages. As the drought prolonged into 2015, to help cope with the drought, Governor Brown gave an executive order in April 2015 which mandated a statewide 25 percent reduction in water use. In January of 2016, the Department of Water Resources and the United States Bureau of Reclamation have finalized the 2016 Drought Contingency Plan that outlines State Water Project and Central Valley Project operations for February 2016 to November 2016. The plan was developed in coordination with staff from State and federal agencies. Although the drought has more significantly impacted surface waters and other agencies that use water for agriculture, the City of Montebello is still affected by the drought, primarily due to reduced reliability of imported water.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3

Q: B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Impacts of Drought in the City of Montebello** below.

Impacts of Drought in the City of Montebello

Based on the risk assessment, it is evident that drought events continue to have potentially devastating economic impacts to certain areas of the City.

Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Disruption of and damage to public infrastructure
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Uncontrolled fires and associated injuries and damage



PART III: MITIGATION STRATEGIES

Mitigation Strategies

Overview of Mitigation Strategy

As the cost of damage from natural disasters continues to increase nationwide, the City of Montebello recognizes the importance of identifying effective ways to reduce vulnerability to disasters. Mitigation Plans assist communities in reducing risk from natural hazards by identifying resources, information and strategies for risk reduction, while helping to guide and coordinate mitigation activities throughout the City.

The plan provides a set of action items to reduce risk from natural hazards through education and outreach programs, and to foster the development of partnerships. Further, the plan provides for the implementation of preventative activities, including programs that restrict and control development in areas subject to damage from natural hazards.

The resources and information within the Mitigation Plan:

1. Establish a basis for coordination and collaboration among agencies and the public in the City of Montebello;
2. Identify and prioritize future mitigation projects; and
3. Assist in meeting the requirements of federal assistance programs

The Mitigation Plan is integrated with other City plans including the City of Montebello Emergency Operations Plan, General Plan as well as department-specific standard operating procedures.

Mitigation Measure Categories

Following is FEMA's list of mitigation categories. The activities identified by the Planning Team are consistent with the six broad categories of mitigation actions outlined in FEMA publication 386-3 *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies*.

- ✓ **Prevention:** Government administrative or regulatory actions or processes that influence the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital improvement programs, open space preservation, and storm water management regulations.
- ✓ **Property Protection:** Actions that involve modification of existing buildings or structures to protect them from a hazard, or removal from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.
- ✓ **Public Education and Awareness:** Actions to inform and educate citizens, property owners, and elected officials about hazards and potential ways to mitigate them. Such actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.



- ✓ **Natural Resource Protection:** Actions that, in addition to minimizing hazard losses preserve or restore the functions of natural systems. Examples include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
- ✓ **Emergency Services:** Actions that protect people and property during and immediately following a disaster or hazard event. Services include warning systems, emergency response services, and protection of critical facilities.
- ✓ **Structural Projects:** Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, levees, floodwalls, retaining walls, and safe rooms.

Q&A | ELEMENT C. MITIGATION STRATEGY | C3

Q: C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))

A: See **Goals** below.

Goals

The Planning Team developed mitigation goals to avoid or reduce long-term vulnerabilities to hazards. These general principles clarify desired outcomes.

The goals are based on the risk assessment and Planning Team input, and represents a long-term vision for hazard reduction or enhanced mitigation capabilities. They are compatible with community needs and goals expressed in other planning documents prepared by the City.

Each goal is supported by mitigation action items. The Planning Team developed these action items through its knowledge of the local area, risk assessment, review of past efforts, identification of mitigation activities, and qualitative analysis.

The five mitigation goals and descriptions are listed below.

Protect Life and Property

Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural, human-caused, and technological hazards.

Improve hazard assessment information to make recommendations for avoiding new development in high hazard areas and encouraging preventative measures for existing development in areas vulnerable to natural, human-caused, and technological hazards.

FEMA defines **Goals** as general guidelines that explain what you want to achieve. They are usually broad policy-type statements, long-term, and represent global visions.

FEMA defines **Mitigation Activities** as specific actions that help you achieve your goals and objectives.



Enhance Public Awareness

Develop and implement education and outreach programs to increase public awareness of the risks associated with natural, human-caused, and technological hazards.

Provide information on tools; partnership opportunities, and funding resources to assist in implementing mitigation activities.

Preserve Natural Systems

Support management and land use planning practices with hazard mitigation to protect life.

Preserve, rehabilitate, and enhance natural systems to serve hazard mitigation functions.

Encourage Partnerships and Implementation

Strengthen communication and coordinate participation with public agencies, citizens, non-profit organizations, business, and industry to support implementation.

Encourage leadership within the City and public organizations to prioritize and implement local and regional hazard mitigation activities.

Strengthen Emergency Services

Establish policy to ensure mitigation projects for critical facilities, services, and infrastructure.

Strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, business, and industry.

Coordinate and integrate hazard mitigation activities where appropriate, with emergency operations plans and procedures.

The Planning Team also developed hazard-specific mitigation goals, which appear in the **Mitigation Strategies Section**.

How are the Mitigation Action Items Organized?

The action items are a listing of activities in which City agencies and citizens can be engaged to reduce risk. Each action item includes an estimate of the timeline for implementation.

The action items are organized within the following **Mitigation Actions Matrix**, which lists all of the multi-hazard (actions that reduce risks for more than one specific hazard) and hazard-specific action items included in the mitigation plan. Data collection and research and the public participation process resulted in the development of these action items. The Matrix includes the following information for each action item:

Funding Source

The action items can be funded through a variety of sources, possibly including: operating budget/general fund, development fees, Community Development Block Grant (CDBG), Hazard Mitigation Grant Program (HMGP), other Grants, private funding, Capital Improvement Plan, and other funding opportunities.



Coordinating Organization

The Mitigation Actions Matrix assigns primary responsibility for each of the action items. The hierarchies of the assignments vary – some are positions, others departments, and other committees. The primary responsibility for implementing the action items falls to the entity shown as the “Coordinating Organization”. The coordinating organization is the agency with regulatory responsibility to address hazards, or that is willing and able to organize resources, find appropriate funding, or oversee activity implementation, monitoring, and evaluation. Coordinating organizations may include local, County, or regional agencies that are capable of or responsible for implementing activities and programs.

Plan Goals Addressed

The plan goals addressed by each action item are included as a way to monitor and evaluate how well the mitigation plan is achieving its goals once implementation begins.

The plan goals are organized into the following five areas:

- ✓ Protect Life and Property
- ✓ Enhance Public Awareness
- ✓ Preserve Natural Systems
- ✓ Encourage Partnerships and Implementation
- ✓ Strengthen Emergency Services



Q&A | ELEMENT C. MITIGATION STRATEGY | C5

Q: C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))

A: See **Priority Ratings** below.

Benefit/Cost Ratings

The benefits of proposed projects were weighed against estimated costs as part of the project prioritization process. The benefit/cost analysis was not of the detailed variety required by FEMA for project grant eligibility under the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) grant program. A less formal approach was used because some projects may not be implemented for up to 10 years, and associated costs and benefits could change dramatically in that time. Therefore, a review of the apparent benefits versus the apparent cost of each project was performed. Parameters were established for assigning subjective ratings (high, medium, and low) to the costs and benefits of these projects.

Cost ratings were defined as follows:

High: Existing jurisdictional funding will not cover the cost of the action item so other sources of revenue would be required.

Medium: The action item could be funded through existing jurisdictional funding but would require budget modifications.

Low: The action item could be funded under existing jurisdictional funding.

Benefit ratings were defined as follows:

High: The action item will provide short-term and long-term impacts on the reduction of risk exposure to life and property.

Medium: The action item will have long-term impacts on the reduction of risk exposure to life and property.

Low: The action item will have only short-term impacts on the reduction of risk exposure to life and property.



Priority Rating

Going beyond rating “benefit and cost”, the Planning Team adopted the following process for rating the “priority” of each mitigation action item. Designations of “High”, “Medium”, and “Low” priority have been assigned to each action item using the following criteria:

Does the Action:

- ☐ solve the problem?
- ☐ address Vulnerability Assessment?
- ☐ reduce the exposure or vulnerability to the highest priority hazard?
- ☐ address multiple hazards?
- ☐ benefits equal or exceed costs?
- ☐ implement a goal, policy, or project identified in the General Plan or Capital Improvement Plan?

Can the Action:

- ☐ be implemented with existing funds?
- ☐ be implemented by existing state or federal grant programs?
- ☐ be completed within the 5-year life cycle of the LHMP?
- ☐ be implemented with currently available technologies?

Will the Action:

- ☐ be accepted by the community?
- ☐ be supported by community leaders?
- ☐ adversely impact segments of the population or neighborhoods?
- ☐ require a change in local ordinances or zoning laws?
- ☐ positive or neutral impact on the environment?
- ☐ comply with all local, state and federal environmental laws and regulations?

Is there:

- ☐ sufficient staffing to undertake the project?
- ☐ existing authority to undertake the project?

As mitigation action items were updated or written the Planning Team, representatives were provided worksheets for each of their assigned action items. Answers to the criteria above determined the priority according to the following scale.

- 1-6 = Low priority
- 7-12 = Medium priority
- 13-18 = High priority



Q&A | ELEMENT C. MITIGATION STRATEGY | C1

Q: C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4

Q: C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5

Q: C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D2

Q: D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D3

Q: D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.



Mitigation Actions Matrix

Following is **Table: Mitigation Actions Matrix** which identifies the existing and future mitigation activities developed by the Planning Team.

Table: Mitigation Actions Matrix

Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
MULTI-HAZARD ACTION ITEMS													
MH-1 Educate the general public on all-hazards mitigation & response (through phone directory, website and billing inserts) in English and Spanish.	Administration, Fire	Ongoing		X				AB	AB	H	L	L	Status - Website, Nixle
MH-2 Develop and promote relationships and interagency partnership to identify deficiencies of early warning systems.	Administration, Fire	Ongoing	X	X		X	X	AB	AB	H	L	M	
MH-3 Build Montebello Community Training Room for City and MMPC use.	South Montebello Irrigation District	Complete	X	X				AB					Completed 2010
MH-4 Educate the public about the importance of implementing the hazard mitigation plan.	Fire, Building, Public Works, and all related City Departments	Ongoing	X	X	X	X	X	AB	AB	H	L	M	
MH-5 Educate public on importance of their participation of mitigation plan.	All City Departments	2005		X				AB					Deleted - redundant
MH-6 Educate the public about how to prepare for	Planning	Ongoing	X	X	X	X	X	AB	AB	M	L	M	



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
natural hazards relevant to location.													
MH-7 Educate public about evacuation procedures.	Fire, Police	Ongoing	X	X	X	X	X	AB	AB	H	L	M	
MH-8 Promote business mitigation awareness of hazards and opportunities for mitigation.	Fire, Police	Ongoing	X	X	X	X	X	AB	AB	H	L	M	
MH-9 Engage the private sector to contribute.	All City Departments	2004											Deleted
MH-10 Provide schools with seasonal disaster preparedness literature for students to take home to their families.	Fire, Police	Ongoing	X	X	X	X	X	AB	AB	H	L	M	
MH-11 Design and post disaster preparedness and related links on Fire Department web site.	Fire	Ongoing	X	X	X	X	X	AB	AB	H	H	M	
MH-12 Propagate wide spread mitigation with both public and private sectors.	All City Departments	2006	X					AB					Deleted - redundant
MH-13 Improve interagency response methods and procedures.	All Departments	Ongoing	X	X	X	X	X	AB, GR	AB	H	L	M	
MH-14 Develop disaster response drill pre-plans and procedures improved annually.	All Departments	Ongoing	X	X	X	X	X	AB, GR	AB	M	L	M	
MH-15 Improve ability and preparedness of emergency responders and the public.	Fire, Police and Affiliated Agencies/Departments	2006		X			X	AB					Deleted - redundant
MH-16 Increase training, personnel and	Fire	Ongoing	X	X	X	X	X	AB	AB	H	L	M	Utilized AFG Grants in the



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
equipment through alternative funding sources.													past
MH-18 Evaluate/identify and provide shelter resource needs and growth development.	Fire, Red Cross and Shelter Locations	2007											Deleted – not the job of the City
MH-19 Maximize financial reimbursement following disaster declaration by updating knowledge of Disaster Cost Recovery regulations.	Fire, Finance	Ongoing		X		X		AB	AB	H	L	H	Revised action item and moved from EQ
MH-20 Develop Continuity of Operations Plans (COOP) for each department. COOP planning ensures that the critical functions can continue to operate during and after an emergency incident which may prevent access to normally operating systems, such as physical plant, data or communication networks, or transportation.	Fire	1-5 years						GR	AB	H	L	L	New, Status – Transit and Finance COOPs completed in 2012
MH-21 Based on hazard information in the Mitigation Plan and General Plan Safety Element, update the Land Use Element to: ✓ Guide development away from hazardous areas; ✓ Reduce density in the hazardous areas; or ✓ Encourage greater development restrictions on the property.	Planning	1-5 years	X	X	X	X	X	GR	AB	H	M	M	New
MH-22 Encourage development and testing of site	Fire	Ongoing	X	X		X	X	AB	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
emergency plans for schools, factories, office buildings, shopping malls, hospitals, correctional facilities, stadiums, recreation areas, and other similar facilities.													
MH-23 Train emergency response personnel for various contingencies and response activities, such as evacuation, traffic control, search, and rescue.	Fire	Ongoing	X	X	X	X	X	AB, GR	AB	H	M	H	New
MH-24 Encourage participation by community members in Community Emergency Response Team (CERT). CERT is a volunteer group of citizens who are trained and equipped to respond if emergency services are unable to meet all of the immediate needs of the community following a major disaster.	Fire	Ongoing	X	X	X	X	X	AB	AB	H	M	H	New
MH-25 Educate the public on how insurance should not be considered an alternative to reducing damages for any type of hazard. Instead, insurance does have the value of protecting oneself from financial devastation if damage were to occur.	Planning	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New
MH-26 Encourage residents to prepare themselves by understanding their local hazards,	Fire	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
stocking up with necessary items, and planning for how family members should respond if any of a number of possible emergency or disaster events strike.													
MH-27 City to pursue funding to purchase back-up generators for pumping and lift stations in sanitary sewer systems, along with other measures (e.g., alarms, meters, remote controls, and switchgear upgrades).	Fire, Planning, Public Works	1-5 years	X	X	X	X	X	AB, GR	AB	H	M	H	New
MH-28 Utilize new Digital Billboards along Interstate 5 to broadcast emergency notices.	Fire	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New
MH-29 Replace Police Dispatch consoles to be P25 compliant.	Police, Fire	ASAP	X	X	X	X	X	GR	AB	H	M	H	New
MH-30 Seek funding and write a Grading Ordinance.	Planning, Public Works	1 year	X	X	X	X	X	GR	AB	H	M	H	New
MH-31 Pursue funding and prepare Technical Background Report in time for next update to the General Plan Safety Element.													
MH-31 Prepare a post-disaster recovery ordinance that regulates repair activity. It prepares a community to respond to a disaster event in an orderly fashion by requiring citizens to: 1) obtain permits for repairs, 2) refrain from making repairs,	Planning, Building, Public Works, Fire	1-5 years	X	X	X	X	X	GR	AB	H	M	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
or 3) make repairs using standard methods.													
MH-32 Maintain the update the Disaster Movement and Evacuation Route Map.	Planning, Fire	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New
MH-33 Upgrade and improve Greenwood Avenue and Montebello Boulevard as the community's major north-south connector.	Public Works, Planning	1-5 years	X	X	X	X	X	AB, GR	AB	H	H	H	New. Drawn from General Plan Circulation Element
MH-34 Improvements to Greenwood Avenue and Montebello Boulevard should include widening, grade separation structures and signalization.	Public Works, Planning	1-5 years	X	X	X	X	X	AB, GR	AB	H	H	H	New. Drawn from General Plan Circulation Element
MH-35 City should seek to provide an adequate circulation system in the hills which services major regional traffic generators, yet preserves areas which are attractive for residential, open space, and recreational development.	Public Works, Planning	1-5 years	X	X	X	X	X	AB, GR	AB	H	L	H	New. Drawn from General Plan Circulation Element
MH-36 City of Montebello should not be bisected by a new freeway route.	Public Works, Planning	1-5 years	X	X	X	X	X	AB	AB	H	L	H	New. Drawn from General Plan Circulation Element
MH-37 Improve north-south circulation in Montebello by providing at least one major street with a grade-separated railroad crossing.	Public Works, Planning	1-5 years	X	X	X	X	X	AB, GR	AB	H	M	H	New. Drawn from General Plan Circulation Element
MH-38 Provide a circulation system for the Montebello Hills which services the various types of residential and commercial development but at	Public Works, Planning	1-5 years	X	X	X	X	X	AB, GR	AB	H	H	H	New. Drawn from General Plan Circulation Element



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
the same time preserves the unique environmental and aesthetic qualities of the hill area.													
MH-39 Provide heating centers as well as cooling centers to protect vulnerable residents from the effects of frost/freezing as well as those of excessive heat, and to host a Community Meeting on how insulate dwellings against extreme weather.	Fire	1-5 years	X	X	X	X	X	AB	AB	H	L	H	New
MH-40 Hold a Community Meeting on how to "wind-proof" dwellings and residences through the use of landscaping design, structural "tie downs," storage of outdoor furniture and children's toys.	Fire	1-5 years	X	X	X	X	X	AB	AB	H	L	H	New
MH-41 Prepare a Threat & Hazard Identification and Risk Assessment (THIRA).	Fire	1-5 years	X	X	X	X	X	AB	AB	H	M	H	New
EARTHQUAKE ACTION ITEMS													
EQ-1 Interdepartmental personnel training for earthquake seismic construction and retrofit.	Building, Fire	2005	X					AB					Completed
EQ-2 As projects are submitted, conduct seismic inspections for residential (and eventually commercial buildings) with pre-1960 foundations.	Building, Fire	Ongoing	X	X				AB					Revised action item
EQ-3 Identify Residential Structures not in compliance with Post 1993 building codes	Building, Fire	2006	X					AB, GR					Deleted – cost prohibitive



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
(through systematic inspections and surveys).													
EQ-4 Adopt Municipal Code to enforce seismic upgrades for existing buildings receiving inspections or permits and to ensure seismic codes are implemented in the plans of new buildings & infrastructure.	Building, Fire	Ongoing	X	X	X	X	X	AB	AB	H	L	H	Adopted 2008, 2010, 2013, and 2016 Amendments to the California Building Code
EQ-5 Maximize financial reimbursement following disaster declaration by updating knowledge of Disaster Cost Recovery regulations.	All City Departments	2006		X									Deleted - moved to Multi-Hazard
EQ-6 Prevent structural damage to structures in event of an earthquake.	Fire, Building	2004	X					AB					Deleted
EQ-7 Protect life and property in event of a major earthquake.	Fire, Building, EOC	2005	X			X	X	GF					Deleted
EQ-8 Evaluate City facilities that are subject to earthquake damage and design retrofit schedule to mitigate hazard.	Building, Fire	Ongoing	X	X	X	X	X	AB, GR	AB	H	L	H	New
EQ-9 Protect new residential structures built within urban wild land interface development area.	Fire, Building	Ongoing	X	X	X	X	X	AB	AB	H	L	H	Status – fuel modification completed as part of Specific Plan development.
EQ-10 Information gained from seismic hazard mapping can be used to assess risk. The first step is collection of geologic information on seismic	Fire, Planning, Building Inspection, Public Works	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
sources, soil conditions, and related potential hazards. The second step is to prepare a map showing the approximate locations of various hazards.													
EQ-11 FEMA's HAZUS is a computer-based tool used to quantitatively estimate losses from an earthquake and other hazards. HAZUS was used in the 2016 Mitigation Plan and should be included in the next update.	Planning	5 years	X	X	X	X	X	AB, GR	AB	H	L	H	New
EQ-12 Prepare a campaign for City facilities, residents, and businesses to utilize non-structural mitigation techniques. Many injuries in earthquakes are caused by non-structural hazards, such as attachments to buildings. These include lighting fixtures, windows (glass), pictures, tall bookcases, computers, ornamental decorations on the outside of the buildings (like parapets), gas lines, etc. Activities that can reduce the risk of injury and damage include: anchoring tall bookcases and file cabinets, installing latches on drawers and cabinet doors, restraining desktop computers and appliances, using flexible connections on gas and water lines,	Fire	1-5 years	X	X	X	X	X	AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
mounting framed pictures and mirrors securely, and anchoring and bracing propane tanks and gas cylinders.													
WILDFIRE ACTION ITEMS													
WF-1 Prevent the ignition and spread of wild fires within the borders of Montebello.	Fire	2004	X					GF					Deleted – not applicable to properties in the City
WF-2 Prevent the buildup of ignitable fire load/brush.	Fire	2004	X										Deleted – not applicable to properties in the City
WF-3 Educate the public on importance of the abatement of brush around their homes.	Fire	Ongoing	X	X		X		AB	AB	H	L	H	Revised timeline
WF-4 Prevent brush exposure fires to residential development.	Fire	2004	X					GF					Deleted – not applicable to properties in the City
WF-5 Prevent fires/additional damage due to earthquakes.	Building, Fire	2004	X		X	X		AB, GR	AB				
WF-7 Protect electrical utilities from seismic damage.	Building, Fire	2004	X					GF					Deleted – cost prohibitive
WF-9 Educate the public on the fact that wildfires can be prevented by arson prevention clean-up activities in areas of abandoned or collapsed structures, accumulated junk or debris, and in areas with a history of storing flammable materials where spills or dumping may have occurred.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
WF-10 Roads and driveways should be kept accessible to emergency vehicles and fire equipment. Driveways should be relatively straight and flat, with at least some open spaces to turn. Bridges should be strong enough to support emergency vehicles, with clearance wide and high enough for two-way traffic and emergency vehicle access. Addresses should be visible from the road, and keys to gates around property should be provided to the Fire Department.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-11 Inform the public that hillsides facing south or west are more vulnerable to increased dryness and heat from sun exposure. Structures should be set back from slopes outside of the "convection cone" of intense heat that is projected up the slope of a hill as a wildfire "climbs" it.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-12 Inform public that in wildfire prone areas, risk may be decreased by enclosing the foundations of homes and other buildings, rather than leaving them open where undersides can be exposed to blown embers or other materials.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-13 Inform public that wildfire risk can be alleviated by safely using and storing necessary	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
flammable materials, including machine fuels. Approved safety cans should be used for storing gasoline, oily rags and other flammable materials. Firewood should be stacked at least 100 feet away and uphill from homes.													
WF-14 Inform public to install and maintain smoke detectors and fire extinguishers on each floor of their homes or other buildings. This equipment should be tested and/or inspected regularly, and smoke detector batteries should be changed twice a year. Everyone in a household or building can be taught how to use a fire extinguisher. Other valuable fire mitigation systems include interior and exterior sprinkler systems.	Fire, Building, Planning	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-15 Water supplies for emergency firefighting should be maintained in accordance with National Fire Protection Association (NFPA) standards. Residents should identify and maintain any number of outside water sources such as small ponds, cisterns, wells, swimming pools or hydrants. It is a good idea to have a garden hose that is long enough to reach any area of a home or other structures on a property.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
WF-16 Instruct residents on proper evacuation procedures, such as wearing protective clothing (e.g., sturdy shoes, cotton or woolen clothing, long pants, a long-sleeved shirt, gloves and a handkerchief to protect the face); taking a Disaster Supplies Kit; and choosing a route away from fire hazards.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-17 Instruct residents on need to keep roads and driveways accessible to emergency vehicles and fire equipment. Driveways should be relatively straight and flat, with at least some open spaces to turn. Bridges should be strong enough to support emergency vehicles, with clearance wide and high enough for two-way traffic and emergency vehicle access. Addresses should be visible from the road, and keys to gates around property should be provided to the local fire department.	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New
WF-18 Develop program to encourage residents to plan several escape routes away from their homes, by car and foot. It is a good idea to keep a set of hand tools that can be used as fire tools, such as a rake, axe, hand/chainsaw, bucket and shovel. When wildfire threatens, residents should	Fire	Ongoing	X	X	X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
be instructed to carry and listen to battery-operated radios for reports and evacuation information, and follow instructions from local officials. Cars should be backed into garages or parked in open space facing the direction of escape, with doors and windows closed and the key in the ignition. Garage windows and doors should be closed but left unlocked. If residents have time, they can take steps to protect their homes by closing windows, vent doors, venetian blinds and heavy drapes; removing lightweight curtains; shutting off natural gas at the meter; turning off pilot lights; closing fireplace screens; and moving flammable furniture into the center of the home away from windows and sliding-glass doors. Outside, residents can seal attic and ground vents with precut plywood or commercial seals; turn off propane tanks; place combustible patio furniture inside; connect garden hose to outside taps; set up a portable gasoline-powered pump; place lawn sprinklers on the roof and near aboveground fuel tanks; wet the roof, wet or remove shrubs within 15 feet of the home; and													



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
gather fire tools.													
WF-19 Continue to utilize Code Enforcement staff to monitor overgrown vegetation and Palm fronds.	Building, Fire	Ongoing	X	X	X	X		AB	AB	H	L	H	New
FLOODING ACTION ITEMS													
FLD-1 Study urban flood areas and determine if failure of streets are soil or pavement related.	Engineering, Streets	1-5 years	X		X	X		GR	AB	H	H	H	Status – history of street collapses
FLD-2 Distribute information on the National Flood Insurance Program to local businesses in or near flood areas.	Fire, Finance, Economic Development	Ongoing	X	X				AB					
FLD-3 Prevent urban flooding from contamination of city drainage channels.	Fire, Public Works	2004	X					GF					
FLD-4 Maximize effectiveness of mitigating against flood hazards impacting private properties.	Fire, Police, Building, Public Works, Impacted Property Owners	Ongoing	X	X	X	X	X	AB, GR, P	AB	L	H	L	
FLD-5 Proactive annual clean out storm drains.	Public Works	Ongoing	X		X	X		AB, GR	AB	H	M	H	New
FLD-6 Design and construct pump stations in areas subject to urban flooding.	Public Works	1-5 years	X		X	X		AB, GR	AB	H	M	H	New
FLD-7 Seek funding and develop Storm Drain Management Plan and Waste Water Management Plan.	Public Works	1-5 years	X		X	X		AB, GR	AB	H	H	H	New



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FLD-8 Ensure subdivision design standards require elevation data collection during the platting process. Lots may be required to have buildable space above the base flood elevation.	Planning	1-5 years	X		X	X		AB, GR	AB	H	L	H	New
FLD-9 Requirements for building design standards and enforcement for properties in the floodplain include the following: 1) that a residential structure be elevated; and 2) that a nonresidential structure be elevated or floodproofed.	Planning	1-5 years	X		X	X		AB, GR	AB	H	L	H	New
FLD-10 Inform residents that purchasing flood insurance does not prevent a flood from occurring, but it does mitigate a property owner's financial exposure to loss from flood damage. National Flood Insurance Program (NFIP) policies are only available in communities that participate in the program, which is administered by FEMA.	Planning, Fire	1-5 years	X		X	X		AB, GR	AB	H	L	H	New
FLD-11 Use caution in considering alternative uses of wetlands to mitigate flooding. With special soils and hydrology, wetlands serve as natural collection basins for floodwaters. Acting like sponges, wetlands collect water, filter it, and release it slowly into rivers and streams. Protecting and preserving wetlands can go a long	Planning, Fire	1-5 years	X		X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
way toward preventing flooding in other areas.													
FLD-12 Work with LA County and Army Corps of Engineers to ensure integrity of dams and reservoirs. Although dams and levees may have been constructed properly, failure to maintain them can lead to significant loss of life and property if they are stressed and broken or breached during a flood event. An inspection, maintenance and enforcement program helps to ensure continued structural integrity. Dams or levees need to be kept in good repair. Unnecessary or old and structurally unsound dams should be removed. Planning for dam breaks can include constructing emergency access roads as well as automating pump and flood gate operation. And it never hurts to regulate development in a dam's hydraulic shadow, where flooding would occur if there were a severe dam failure.	Planning, Fire, Public Works	1-5 years	X		X	X		AB, GR	AB	H	L	H	New
FLD-13 Ensure Zoning Ordinance prohibits containers of hazardous materials such as petroleum or chemicals to be located in a flood	Planning, Fire	1-5 years	X		X	X		AB, GR	AB	H	L	H	New



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
hazard area. If such a location is necessary, hazardous material containers need to be anchored, because the contents can contaminate water and multiply the damaging effects of flooding by causing fires or explosions, or by otherwise making structures unusable.													
FLD-14 Write a Floodplain Ordinance	Planning	1-5 years	X	X	X	X	X	GR	AB	H	M	H	New
FLD-15 Educate the affected neighborhoods about their specific risks associated with dam failure.	Fire	1-5 year	X	X	X	X	X	GR	AB	H	L	H	New
FLD-16 City staff should continue to work with the Army Corps of Engineers on possible solutions to minimizing threat of dam failure.	Fire, Public Works	Ongoing	X	X	X	X	X	GR	AB	H	M	H	New
DAM FAILURE ACTION ITEMS													
DAM-1 Develop a Dam Inundation Evacuation Plan.	Fire	1 year	X	X	X	X	X	AB	AB	M	L	M	New
DAM-2 Coordinate with LA County about notification system pertaining to the dams/reservoirs in the region.	Fire, Police	1 year	X	X	X	X	X	AB	AB	M	L	M	New
DROUGHT ACTION ITEMS													
DR-1 Enforce Water Conservation Ordinance which prioritizing or controls water use.	Planning	Ongoing						AB	AB	H	H	H	Status – Ordinance effective in 2015



Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Funding Source: AB-Annual Budget, GR-Grant, P-Private	Planning Mechanism: GP-General Plan, CIP, AB-Annual Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2017 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
DR-2 Encourage water saving measures by the City, residents, and businesses including installing low-flow water saving showerheads and toilets and washing of cars	Building, Code Enforcement	Ongoing	X	X	X	X	X	AB	AB	H	L	H	New
DR-3 Continue the current restrictions on outdoor water usage; encourage water conservation (consider incentives such as small rewards or recognitions for installing drought resistance landscaping); discourage water waste by issuing warnings to offenders; host a Water Conservation workshop; invest in water-related “freebies” such as shower timers to give away during City events; encourage proper use of rain barrels; inquire about the Central Basin Municipal Water District retrofit fit efforts; and encourage the use of recycled water where appropriate.	Building, Code Enforcement	Ongoing	X	X	X	X	X	GR	AB	H	L	H	New



Plan Maintenance

The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years. This section describes how the City will integrate public participation throughout the plan maintenance process.

Q&A | ELEMENT A: PLANNING PROCESS | A6

Q: A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))

A: See **Method and Scheduling of Plan Implementation** below.

Method and Scheduling of Plan Implementation

The Planning Team that was involved in research and writing of the Plan will also be responsible for implementation. The Planning Team will be led by the Chair of the Planning Team and will be referred to as the Local Mitigation Officer.

	Year 1	Year 2	Year 3	Year 4	Year 5
Monitoring	X	X	X	X	X
Evaluating					X
Internal Planning Team Evaluation	X	X	X	X	X
Cal OES and FEMA Evaluation					X
Updating					X

Monitoring and Implementing the Plan

Plan Adoption

Adoption of the Mitigation Plan by the City's governing body is one of the prime requirements for approval of the plan. Once the plan is completed, the City Council will be responsible for adopting the Mitigation Plan. The governing body has the responsibility and authority to promote sound public policy regarding hazards. The local agency governing body will have the authority to periodically update the plan as it is revised to meet changes in the hazard risks and exposures in the City. The approved Mitigation Plan will be significant in the future growth and development of the City.

The City Council will be responsible for adopting the Mitigation Plan. This governing body has the authority to promote sound public policy regarding hazards. Once the plan has been adopted, the Local Mitigation Officer will be responsible for submitting it to the State Hazard Mitigation Officer at California Emergency Management Agency (Cal OES). Cal OES will then submit the plan to the Federal Emergency Management Agency (FEMA) for review and approval. This review will address the requirements set forth in 44 C.F.R. Section 201.6 (Local Mitigation Plans). Upon acceptance by FEMA, City of Montebello will gain eligibility for Hazard Mitigation Grant Program funds.



Local Mitigation Officer

Under the direction of the Local Mitigation Officer, the Planning Team will take responsibility for plan maintenance and implementation. The Local Mitigation Officer will facilitate the Planning Team meetings and will assign tasks such as updating and presenting the Plan to the members of the Planning Team. Plan implementation and evaluation will be a shared responsibility among all of the Planning Team members. The Local Mitigation Officer will coordinate with City leadership to ensure funding for 5-year updates to Plan as required by FEMA.

The Planning Team will be responsible for coordinating implementation of plan action items and undertaking the formal review process. The Local Mitigation Officer will be authorized to make changes in assignments to the current Planning Team.

The Planning Team will meet no less than quarterly. Meeting dates will be scheduled once the final Planning Team has been established. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the mitigation plan.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6

Q: C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))

A: See **Implementation through Existing Program** below.

Implementation through Existing Programs

The City of Montebello addresses statewide planning goals and legislative requirements through its General Plan, its Capital Improvement Plan, and City Building and Safety Codes. The Mitigation Plan provides a series of recommendations - many of which are closely related to the goals and objectives of existing planning programs. The City of Montebello will implement recommended mitigation action items through existing programs and procedures.

The City of Montebello Planning and Community Development Department is responsible for adhering to the State of California's Building and Safety Codes. In addition, the Planning Team will work with other agencies at the state level to review, develop and ensure Building and Safety Codes are adequate to mitigate or present damage by hazards. This is to ensure that life-safety criteria are met for new construction.

Some of the goals and action items in the Mitigation Plan will be achieved through activities recommended in the CIP. Various City departments develop the CIP and review it on an annual basis. Upon annual review of the CIP, the Planning Team will work with the City departments to identify areas that the Mitigation Plan action items are consistent with CIP goals and integrate them where appropriate.

Upon FEMA approval, the Planning Team will begin the process of incorporating existing planning mechanisms at the City level. The meetings of the Planning Team will provide an opportunity for Planning Team members to report back on the progress made on the integration of mitigation planning elements into City planning documents and procedures.



Economic Analysis of Mitigation Projects

FEMA's approach to identify the costs and benefits associated with hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis.

Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster-related damages later.

Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating hazards can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Given federal funding, the Planning Team will use a FEMA-approved benefit/cost analysis approach to identify and prioritize mitigation action items. For other projects and funding sources, the Planning Team will use other approaches to understand the costs and benefits of each action item and develop a prioritized list.

The “benefit”, “cost”, and overall “priority” of each mitigation action item was included in the Mitigation Actions Matrix located in Part III: Mitigation Strategies. A more technical assessment will be required in the event grant funding is pursued through the Hazard Mitigation Grant Program. FEMA Benefit-Cost Analysis Guidelines are discussed below.

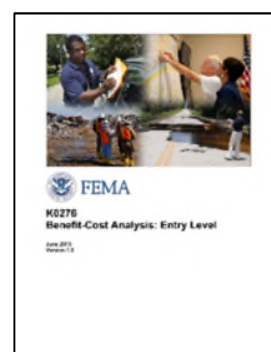
FEMA Benefit-Cost Analysis Guidelines

The Stafford Act authorizes the President to establish a program to provide technical and financial assistance to state and local governments to assist in the implementation of hazard mitigation measures that are cost effective and designed to substantially reduce injuries, loss of life, hardship, or the risk of future damage and destruction of property. To evaluate proposed hazard mitigation projects prior to funding FEMA requires a Benefit-Cost Analysis (BCA) to validate cost effectiveness. BCA is the method by which the future benefits of a mitigation project are estimated and compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost. The BCR is a numerical expression of the cost effectiveness of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

Although the preparation of a BCA is a technical process, FEMA has developed software, written materials, and training to support the effort and assist with estimating the expected future benefits over the useful life of a retrofit project. It is imperative to conduct a BCA early in the project development process to ensure the likelihood of meeting the cost-effective eligibility requirement in the Stafford Act.

The BCA program consists of guidelines, methodologies and software modules for a range of major natural hazards including:

- ✓ Flood (Riverine, Coastal Zone A, Coastal Zone V)
- ✓ Hurricane Wind
- ✓ Hurricane Safe Room





- ✓ Damage-Frequency Assessment
- ✓ Tornado Safe Room
- ✓ Earthquake
- ✓ Wildfire

The BCA program provides up to date program data, up to date default and standard values, user manuals and training. Overall, the program makes it easier for users and evaluators to conduct and review BCAs and to address multiple buildings and hazards in a single BCA module run.

Q&A | ELEMENT A: PLANNING PROCESS | A6

Q: A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))

A: See **Evaluating and Updating the Plan** below.

Evaluating and Updating the Plan

Formal Review Process

The Mitigation Plan will be evaluated on an annual basis to determine the effectiveness of programs, and to reflect changes in land development or programs that may affect mitigation priorities. The evaluation process includes a firm schedule and timeline, and identifies the agencies and organizations participating in plan evaluation. The Local Mitigation Officer or designee will be responsible for contacting the Planning Team members and organizing the annual meeting. Planning Team members will be responsible for monitoring and evaluating the progress of the mitigation strategies in the Plan.

The Planning Team will review the goals and action items to determine their relevance to changing situations in the City, as well as changes in State or Federal policy, and to ensure they are addressing current and expected conditions. The Planning Team will also review the **Risk Assessment** portion of the Plan to determine if this information should be updated or modified, given any new available data. The coordinating organizations responsible for the various action items will report on the status of their projects, the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised.

The Local Mitigation Officer will assign the duty of updating the Plan to one or more of the Planning Team members. The designated Planning Team members will have three months to make appropriate changes to the Plan before submitting it to the Planning Team members. The Planning Team will also notify all holders of the City plan when changes have been made. Every five years the updated plan will be submitted to the State Hazard Mitigation Officer at the California Office of Emergency Services and the Federal Emergency Management Agency for review.

At each of the quarterly Planning Team meetings, the Local Mitigation Officer will facilitate a discussion on each section of the FEMA-approved Plan:



Planning Process – Update as necessary, including regulatory changes.

Risk Assessment - Determine if this information should be updated or modified, given any new available data.

Mitigation Strategies - Review the goals and action items to determine their relevance to changing situations in the City, as well as changes in State or Federal policy, and to ensure they are addressing current and expected conditions. Most importantly, is the thorough review of the Mitigation Action Matrix. The coordinating organizations responsible for the various action items will report on the status of their projects, the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised.

Item Identifier	Action Item and Ideas for Implementation	Coordinating Agency	Timeline	Plan Goals Addressed	Protect Life and Property	Public Awareness	Natural Systems	Emergency Services	Partnerships and Implementation	Funding Source: GF- General Fund, GR-Grant	Planning Mechanism: GP-General Plan, CIP, GF-General Fund, GR-Grant	Benefit: (Low Medium High)	Cost: (Low Medium High)	Priority: (Low Medium High)	2016 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
MULTI-HAZARD ACTION ITEMS															
EARTHQUAKE ACTION ITEMS															

The Local Mitigation Officer will assign the duty of updating the Plan to one or more of the Planning Team members. The designated Planning Team members will have three months to make appropriate changes to the Plan before submitting it to the Planning Team members. The Planning Team will also notify all holders of the City plan when changes have been made. Every five years the updated plan will be submitted to the State Hazard Mitigation Officer at the California Office of Emergency Services and the Federal Emergency Management Agency for review and approval.



Q&A | ELEMENT A: PLANNING PROCESS | A5

Q: A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))

A: See **Continued Public Involvement** below.

Continued Public Involvement

The City of Montebello is dedicated to involving the public and external agencies directly in the continual review and updates to the Mitigation Plan. Copies of the plan will be catalogued and made available at City Hall and at all City operated public libraries. The existence and location of these copies will be publicized in City newsletters and on the City website. This site will also contain an email address and phone number where people can direct their comments and concerns. A public meeting will also be held after each evaluation or when deemed necessary by the Planning Team. The meetings will provide the public a forum in which they can express their concerns, opinions, or ideas about the Plan.

The Local Mitigation Officer will be responsible for using City resources to publicize the annual public meetings and maintain public involvement through the public access channel, web page, and newspapers.



PART IV: APPENDIX

General Hazard Overviews

Earthquake Hazards

Measuring and Describing Earthquakes

An earthquake is a sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of the Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. They usually occur without warning and, after just a few seconds, can cause massive damage and extensive casualties. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter. Soft soils can further amplify ground motions. The severity of these effects is dependent on the amount of energy released from the fault or epicenter. One way to express an earthquake's severity is to compare its acceleration to the normal acceleration due to gravity. The acceleration due to gravity is often called "g". A ground motion with a peak ground acceleration of 100%g is very severe. Peak Ground Acceleration (PGA) is a

When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter.

measure of the strength of ground motion. PGA is used to project the risk of damage from future earthquakes by showing earthquake ground motions that have a specified probability (10%, 5%, or 2%) of being exceeded in 50 years. These ground motion values are used for reference in construction design for earthquake resistance. The ground motion values can also be used to assess relative hazard between sites, when making economic and safety decisions.

Another tool used to describe earthquake intensity is the Magnitude Scale. The Magnitude Scale is sometimes referred to as the Richter Scale. The two are similar but not exactly the same. The Magnitude Scale was devised as a means of rating earthquake strength and is an indirect measure of seismic energy released. The Scale is logarithmic with each one-point increase corresponding to a 10-fold increase in the amplitude of the seismic shock waves generated by the earthquake. In terms of actual energy released, however, each one-point increase on the Richter scale corresponds to about a 32-fold increase in energy released. Therefore, a Magnitude 7 (M7) earthquake is 100 times (10×10) more powerful than a M5 earthquake and releases 1,024 times (32×32) the energy.

An earthquake generates different types of seismic shock waves that travel outward from the focus or point of rupture on a fault. Seismic waves that travel through the earth's crust are called body waves and are divided into primary (P) and secondary (S) waves. Because P waves move faster (1.7 times) than S waves, they arrive at the seismograph first. By measuring the time delay between arrival of the P and S waves and knowing the distance to the epicenter, seismologists can compute the magnitude for the earthquake.



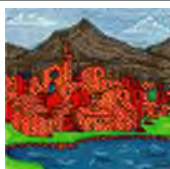
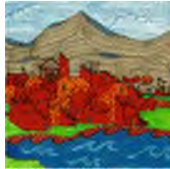
The duration of an earthquake is related to its magnitude but not in a perfectly strict sense. There are two ways to think about the duration of an earthquake. The first is the length of time it takes for the fault to rupture and the second is the length of time shaking is felt at any given point (e.g. when someone says "I felt it shake for 10 seconds" they are making a statement about the duration of shaking). (Source: www.usgs.gov)

The Modified Mercalli Scale (MMI) is another means for rating earthquakes, but one that attempts to quantify intensity of ground shaking. Intensity under this scale is a function of distance from the epicenter (the closer to the epicenter the greater the intensity), ground acceleration, duration of ground shaking, and degree of structural damage. The Modified Mercalli Intensity Scale below rates the level of severity of an earthquake by the amount of damage and perceived shaking.

Table: Modified Mercalli Intensity Scale

	MMI Value	Description of Shaking Severity	Summary Damage Description Used on 1995 Maps	Full Description
	I			Not Felt
	II			Felt by persons at rest, on upper floors, or favorably placed.
	III			Felt indoors. Hanging objects swing. Vibration like passing of light trucks. Duration estimated. May not be recognized as an earthquake.
	IV			Hanging objects swing. Vibration like passing of heavy trucks; or sensation of a jolt like a heavy ball striking the walls. Standing motorcars rock. Windows, dishes, doors rattle. In the upper range of IV, wooden walls and frame creak.
	V	Light	Pictures Move	Felt outdoors; direction estimated. Sleepers wakened. Liquids disturbed, some spilled. Small unstable objects displaced or upset. Doors swing, close, open. Shutters, pictures move. Pendulum clock stop, start, change rate.



	MMI Value	Description of Shaking Severity	Summary Damage Description Used on 1995 Maps	Full Description
	VI	Moderate	Objects Fall	Felt by all. Many frightened and run outdoors. Persons walk unsteadily. Windows, dishes, glassware broken. Knickknacks, books, etc., off shelves. Pictures off walls. Furniture moved or overturned. Weak plaster and masonry D cracked.
	VII	Strong	Nonstructural Damage	Difficult to stand. Noticed by drivers of motorcars. Hanging objects quiver. Furniture broken. Damage to masonry, including cracks. Weak chimneys broken at roofline. Fall of plaster, loose bricks, stones, tiles, cornices. Some cracks in masonry C. Small slides and caving in along sand or gravel banks. Concrete irrigation ditches damaged.
	VIII	Very Strong	Moderate Damage	Steering of motorcars affected. Damage to masonry C, partial collapse. Some damage to masonry B; none to masonry A. Fall of stucco and some masonry walls. Twisting, fall of chimneys, factory stacks, monuments, towers, and elevated tanks. Frame houses moved on foundations if not bolted down; loose panel walls thrown out. Cracks in wet ground and on steep slopes.
	IX	Violent	Heavy damage	General panic. Damage to masonry buildings ranges from collapse to serious damage unless modern design. Wood-frame structures rack, and, if not bolted, shifted off foundations. Underground pipes broken.
	X	Very Violent	Extreme Damage	Most masonry and frame structures destroyed with their foundations. Some well-built wooden structures and bridges destroyed. Serious damage to dams, dikes, embankments. Large landslides. Water thrown on banks of canals, rivers, lakes, etc. Sand and mud shifted horizontally on beaches and flat land.
	XI			Rails bent greatly. Underground pipelines completely out of services.
	XII			Damage nearly total. Large rock masses displaced. Lines of sight and level distorted. Objects thrown into air.



Earthquake Related Hazards

Ground shaking, landslides, liquefaction, and amplification are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake.

Ground Shaking

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and distance from the epicenter (where the earthquake originates). Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock.

Seismic activity along nearby or more distant fault zones are likely to cause ground shaking within the City limits.

Earthquake-Induced Landslide Potential

Generally, these types of failures consist of rock falls, disrupted soil slides, rock slides, soil lateral spreads, soil slumps, soil block slides, and soil avalanches. Areas having the potential for earthquake-induced landslides generally occur in areas of previous landslide movement, or where local topographic, geological, geotechnical, and subsurface water conditions indicate a potential for permanent ground displacements.

Liquefaction

Liquefaction occurs when ground shaking causes wet granular soils to change from a solid state to a liquid state. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these structures. Liquefaction generally occurs during significant earthquake activity, and structures located on soils such as silt or sand may experience significant damage during an earthquake due to the instability of structural foundations and the moving earth. Many communities in Southern California are built on ancient river bottoms and have sandy soil. In some cases, the soil may be subject to liquefaction, depending on the depth of the water table.



Wildfire Hazards

Definition

A wildfire is an uncontrolled fire spreading through vegetative fuels and exposing or possibly consuming structures. They often begin unnoticed and spread quickly. Naturally occurring and non-native species of grasses, brush, and trees fuel wildfires. A wildland fire is a wildfire in an area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities. A wildland/urban interface fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.

People start more than 80 percent of wildfires, usually as debris burns, arson, or carelessness. Lightning strikes are the next leading cause of wildfires. Wildfire behavior is based on three primary factors: fuel, topography, and weather. The type, and amount of fuel, as well as its burning qualities and level of moisture affect wildfire potential and behavior. The continuity of fuels, expressed in both horizontal and vertical components is also a determinant of wildfire potential and behavior. Topography is important because it affects the movement of air (and thus the fire) over the ground surface. The slope and shape of terrain can change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather affects the probability of wildfire and has a significant effect on its behavior. Temperature, humidity and wind (both short and long term) affect the severity and duration of wildfires. Riverside County's topography, consisting of semi-arid plains and rolling highlands, when fueled by shrub overgrowth, occasional Santa Ana winds and high temperatures, creates an ever-present threat of wildland fire. Extreme weather conditions such as high temperature, low humidity, and/or winds of extraordinary force may cause an ordinary fire to expand into one of massive proportions.



For thousands of years, fires have been a natural part of the ecosystem in Southern California. However, wildfires present a substantial hazard to life and property in communities built within or adjacent to hillsides and mountainous areas. There is a huge potential for losses due to wildland/urban interface fires in Southern California.

Wildfire Threat

In urban areas, the effectiveness of fire protection efforts is based upon several factors, including the age of structures, efficiency of circulation routes that ultimately affect response times and availability of water resources to combat fires. In wildland areas, taking the proper precautions, such as the use of fire resistant building materials, a pro-active fire Prevention inspection program, and the development of defensible space around structures where combustible vegetation is controlled, can protect developed lands from fires and, therefore, reduce the potential loss of life and property.



Other factors contribute to the severity of fires including weather and winds. Specifically, winds commonly referred to as Santa Ana winds, which occur during fire season (typically from June to the first significant rain in November) are particularly significant. Such “fire weather” is characterized by several days of hot dry weather and high winds, resulting in low fuel moisture in vegetation.



California experiences large, destructive wildland fires almost every year, and Los Angeles County is no exception. Wildland fires have occurred within the County, particularly in the fall of the year, ranging from small, localized fires to disastrous fires covering thousands of acres. The most severe fire protection problem in the area is wildland fire during Santa Ana wind conditions.

The 2003 Southern California Fires

The fall of 2003 marked the most destructive wildfire season in California history. In a ten-day period, 12 separate fires raged across Southern California in Los Angeles, Riverside, and San Bernardino, San Diego and Ventura counties. The massive “Cedar Fire” in San Diego County alone consumed 2,800 homes and burned over a quarter of a million acres.

In October 2003, Southern California experienced the most devastating wildland fire disaster in state history. According to the Governor’s Blue Ribbon Panel Fire Commission Report (2004), over 739,597 acres burned; 3,631 homes, 36 commercial properties, and 1,169 outbuildings were destroyed; 246 people were injured; and 24 people died, including one firefighter. At the height of the siege, 15,631 personnel were assigned to fight the fires.



The 2007 Southern California Fires

In late October 2007, Southern California experienced an unusually severe fire weather event characterized by intense, dry, gusty Santa Ana winds. This weather event drove a series of destructive wildfires that took a devastating toll on people, property, natural resources, and infrastructure. Although some fires burned into early November, the heaviest damage occurred during the first three days of the siege when the winds were the strongest.

According to CAL FIRE, during this siege, 17 people lost their lives, ten were killed by the fires outright, three were killed while evacuating, four died from other fire siege related causes, and 140 firefighters, and an unknown number of civilians were injured. A total of 3,069 homes and other buildings were destroyed, and hundreds more were damaged. Hundreds of thousands of people were evacuated at the height of the siege. The fires burned over half a million acres, including populated areas, wildlife habitat and watershed. Portions of the electrical power distribution network, telecommunications systems, and even some community water sources were destroyed. Transportation was disrupted over a large area for several days, including numerous road closures. Both the Governor of California and the President of the United States personally toured the ongoing fires. Governor Schwarzenegger proclaimed a state of



emergency in seven counties before the end of the first day. President Bush quickly declared a major disaster. While the total impact of the 2007 fire siege was less than the disastrous fires of 2003, it was unquestionably one of the most devastating wildfire events in the history of California.

Wildfire Characteristics

There are three categories of wildland/urban interface fire: The classic wildland/urban interface exists where well-defined urban and suburban development presses up against open expanses of wildland areas; the mixed wildland/urban interface is characterized by isolated homes, subdivisions, and small communities situated predominantly in wildland settings. The occluded wildland/urban interface exists where islands of wildland vegetation occur inside a largely urbanized area. Certain conditions must be present for significant interface fires to occur. The most common conditions include: hot, dry and windy weather; the inability of fire protection forces to contain or suppress the fire; the occurrence of multiple fires that overwhelm committed resources; and a large fuel load (dense vegetation). Once a fire has started, several conditions influence its behavior, including fuel topography, weather, drought, and development.

Southern California has two distinct areas of risk for wildland fire. The foothills and lower mountain areas are most often covered with scrub brush or chaparral. The higher elevations of mountains also have heavily forested terrain. The lower elevations covered with chaparral create one type of exposure.

The higher elevations of Southern California's mountains are typically heavily forested. The magnitude of the 2003 fires is the result of three primary factors: (1) severe drought, accompanied by a series of storms that produce thousands of lightning strikes and windy conditions; (2) an infestation of bark beetles that has killed thousands of mature trees; and (3) the effects of wildfire suppression over the past century that has led to buildup of brush and small diameter trees in the forests.

The Interface

One challenge Southern California faces regarding the wildfire hazard is from the increasing number of houses being built on the urban/wildland interface. Every year the growing population expands further into the hills and mountains, including forest lands. The increased "interface" between urban/suburban areas, and the open spaces created by this expansion, produces a significant increase in threats to life and property from fires, and pushes existing fire protection systems beyond original or current design and capability. Property owners in the interface are not aware of the problems and fire hazards or risks on their own property. Furthermore, human activities increase the incidence of fire ignition and potential damage.

Fuel

Fuel is the material that feeds a fire and is a key factor in wildfire behavior. Fuel is classified by volume and by type. Volume is described in terms of "fuel loading," or the amount of available vegetative fuel.

The type of fuel also influences wildfire. Chaparral is a primary fuel of Southern California wildfires. Chaparral habitat ranges in elevation from near sea level to over 5,000 feet in Southern California. Chaparral communities experience long dry summers and receive most of their annual precipitation from winter rains. Although chaparral is often considered as a single



species, there are two distinct types; hard chaparral and soft chaparral. Within these two types are dozens of different plants, each with its own particular characteristics.

An important element in understanding the danger of wildfire is the availability of diverse fuels in the landscape, such as natural vegetation, manmade structures and combustible materials. A house surrounded by brushy growth rather than cleared space allows for greater continuity of fuel and increases the fire's ability to spread. After decades of fire suppression "dog-hair" thickets have accumulated, which enable high intensity fires to flare and spread rapidly.

Topography

Topography influences the movement of air, thereby directing a fire course. For example, if the percentage of uphill slope doubles, the rate of spread in wildfire will likely double. Gulches and canyons can funnel air and act as chimneys, which intensify fire behavior and cause the fire to spread faster. Solar heating of dry, south-facing slopes produces up slope drafts that can complicate fire behavior. Unfortunately, hillsides with hazardous topographic characteristics are also desirable residential areas in many communities. This underscores the need for wildfire hazard mitigation and increased education and outreach to homeowners living in interface areas.

Weather

Weather patterns combined with certain geographic locations can create a favorable climate for wildfire activity. Areas where annual precipitation is less than 30 inches per year are extremely fire susceptible. High-risk areas in Southern California share a hot, dry season in late summer and early fall when high temperatures and low humidity favor fire activity. The so-called "Santa Ana" winds, which are heated by compression as they flow down to Southern California from Utah, create a particularly high risk, as they can rapidly spread what might otherwise be a small fire.

Drought

Recent concerns about the effects of climate change, particularly drought, are contributing to concerns about wildfire vulnerability. The term 'drought' is applied to a period in which an unusual scarcity of rain causes a serious hydrological imbalance. Unusually dry winters, or significantly less rainfall than normal, can lead to relatively drier conditions and leave reservoirs and water tables lower. Drought leads to problems with irrigation and contributes to additional fires, or increased difficulty in fighting fires.

Development

Growth and development in scrubland and forested areas is increasing the number of human-caused structures in Southern California interface areas. Wildfire affects development, yet development can also influence wildfire. Owners often prefer homes that are private with scenic views, nestled in vegetation, and use natural materials. A private setting is usually far from public roads, or hidden behind a narrow, curving driveway. These conditions, however, make evacuation and firefighting difficult. The scenic views found along mountain ridges can also mean areas of dangerous topography. Natural vegetation contributes to scenic beauty, but it may also provide a ready trail of fuel leading a fire directly to the combustible fuels of the home itself.



Flood Hazards

Flood Terminology

Floodplain

A floodplain is a land area adjacent to a river, stream, lake, estuary, or other water body that is subject to flooding. This area, if left undisturbed, acts to store excess flood water. The floodplain is made up of two sections: the floodway and the flood fringe.

100-Year Flood

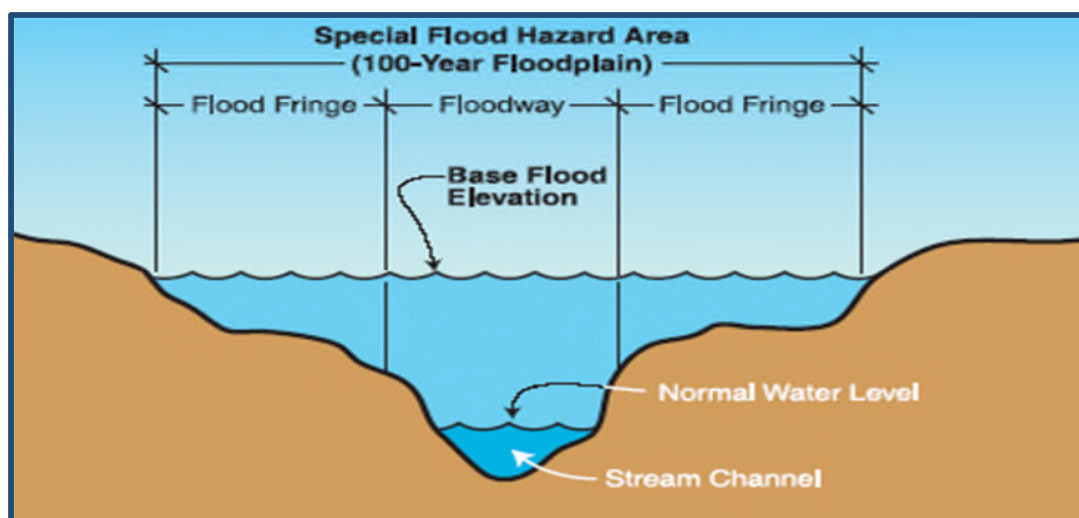
The 100-year flooding event is the flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. Schematic: Floodplain and Floodway shows the relationship of the floodplain and the floodway.

The 100-year flooding event is the flood having a 1% chance of being equaled or exceeded in magnitude in any given year.

Contrary to popular belief, it is not a flood occurring once every 100 years.

Figure: Floodplain and Floodway

(Source: FEMA How-To-Guide Assessing Hazards)



Floodway

The floodway is one of two main sections that make up the floodplain. Floodways are defined for regulatory purposes. Unlike floodplains, floodways do not reflect a recognizable geologic feature. For NFIP purposes, floodways are defined as the channel of a river or stream, and the overbank areas adjacent to the channel. The floodway carries the bulk of the flood water downstream and is usually the area where water velocities and forces are the greatest. NFIP regulations require that the floodway be kept open and free from development or other structures that would obstruct or divert flood flows onto other properties.



Base Flood Elevation (BFE)

The term "Base Flood Elevation" refers to the elevation (normally measured in feet above sea level) that the base flood is expected to reach. Base flood elevations can be set at levels other than the 100-year flood. Some communities use higher frequency flood events as their base flood elevation for certain activities, while using lower frequency events for others. For example, for the purpose of storm water management, a 25-year flood event might serve as the base flood elevation; while the 500-year flood event serves as base flood elevation for the tie down of mobile homes. The regulations of the NFIP focus on development in the 100-year floodplain.

Types of Flooding

Two types of flooding primarily affect the City of Montebello: slow-rise or flash flooding. Slow-rise floods in Montebello may be preceded by a warning period of hours or days. Evacuation and sandbagging for slow-rise floods have often effectively lessened flood related damage. Conversely, flash floods are most difficult to prepare for, due to extremely limited, if any, advance warning and preparation time. Unlike most of California, the areas of Los Angeles County that are subject to slow-rise flooding are not associated with overflowing rivers, aqueducts, canals or lakes. Slow-rise flooding in Montebello is usually the result of one or a combination of the following factors: extremely heavy rainfall, saturated soil, area recently burned in wild fires with inadequate new ground cover growth, or heavy rainfall with runoff from melting mountain snow.

Urban Flooding

As land is converted from fields or woodlands to roads and parking lots, it loses its ability to absorb rainfall. Urbanization of a watershed changes the hydrologic systems of the basin. Heavy rainfall collects and flows faster on impervious concrete and asphalt surfaces. The water moves from the clouds, to the ground, and into streams at a much faster rate in urban areas. Adding these elements to the hydrological systems can result in flood waters that rise very rapidly and peak with violent force.

The City of Montebello has a high concentration of impermeable surfaces that either collect water, or concentrate the flow of water in unnatural channels. During periods of urban flooding, streets can become swift moving rivers and basements can fill with water. Storm drains often back up with vegetative debris causing additional, localized flooding.

Riverine Flooding

Riverine flooding is the overbank flooding of rivers and streams. The natural processes of riverine flooding add sediment and nutrients to fertile floodplain areas. Flooding in large river systems typically results from large-scale weather systems that generate prolonged rainfall over a wide geographic area, causing flooding in hundreds of smaller streams, which then drain into the major rivers. Shallow area flooding is a special type of riverine flooding. FEMA defines shallow flood hazards as areas that are inundated by the 100-year flood with flood depths of only one to three feet. These areas are generally flooded by low velocity sheet flows of water.



Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.



ZONE	DESCRIPTION
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.



Dam Failure Hazards

Hazard Characteristics

Definition

Dams are man-made structures built for a variety of uses including flood protection, power, agriculture, water supply, and recreation. When dams are constructed for flood protection, they usually are engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any one year. If a larger flood occurs, then that structure will be overtopped. Overtopping is the primary cause of earthen dam failure in the United States.

Failed dams can create floods that are catastrophic to life and property as a result of the tremendous energy of the released water. A catastrophic dam failure could easily overwhelm local response capabilities and require mass evacuations to save lives. Dams typically are constructed of earth, rock, concrete, or mine tailings. Two factors that influence the potential severity of a full or partial dam failure are the amount of water impounded and the density, type, and value of development and infrastructure located downstream.

Dam failures can result from any one or a combination of the following causes:

- ✓ Prolonged periods of rainfall and flooding, resulting in excess overtopping flows
- ✓ Earthquake
- ✓ Inadequate spillway capacity, resulting in excess overtopping flows
- ✓ Internal erosion caused by embankment or foundation leakage or piping
- ✓ Improper design
- ✓ Improper maintenance
- ✓ Negligent operation
- ✓ Failure of upstream dams on the same waterway

Since 1929, the State of California is responsible for overseeing dams to safeguard life and property (California Department of Resources, 1995). This legislation was prompted by the 1928 failure of St. Francis Dam. In 1965, the law was amended to include off stream storage reservoirs due to the 1963 failure of Baldwin Hill Reservoir. In 1973, Senate Bill 896 was enacted to require dam owners, under the direction of Cal OES, to show the possible inundation path in the event of a dam failure.

Governmental assistance could be required and continued for an extended period. These efforts are required to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and welfare for the affected population including, as required, temporary housing for displaced persons.



Drought Hazards

Hazard Characteristics

Definition

Drought is defined as a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector. Drought should be considered relative to some long-term average condition of balance between precipitation and evapotranspiration (i.e., evaporation + transpiration) in a particular area, a condition often perceived as "normal". It is also related to the timing (e.g., principal season of occurrence, delays in the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness of the rains (e.g., rainfall intensity, number of rainfall events). Other climatic factors such as high temperature, high wind, and low relative humidity are often associated with it in many regions of the world and can significantly aggravate its severity. Drought should not be viewed as merely a physical phenomenon or natural event. Its impacts on society result from the interplay between a natural event (less precipitation than expected resulting from natural climatic variability) and the demand people place on water supply. Human beings often exacerbate the impact of drought. Recent droughts in both developing and developed countries and the resulting economic and environmental impacts and personal hardships have underscored the vulnerability of all societies to this "natural" hazard.

One dry year does not normally constitute a drought in California, but serves as a reminder of the need to plan for droughts. California's extensive system of water supply infrastructure - its reservoirs, groundwater basins, and inter-regional conveyance facilities - mitigates the effect of short-term dry periods for most water users. Defining when a drought begins is a function of drought impacts to water users. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users elsewhere, or for water users having a different water supply. Individual water suppliers may use criteria such as rainfall/runoff, amount of water in storage, or expected supply from a water wholesaler to define their water supply conditions.

Many governmental utilities, the National Oceanic and Atmospheric Administration (NOAA), and the California Department of Water Resources, as well as academic institutions such as the University of Nebraska-Lincoln's National Drought Mitigation Center and the National Drought Mitigation Center, generally agree that there is no clear definition of drought. Drought is highly variable depending on location.

Drought Threat

The region's Mediterranean climate makes it especially susceptible to variations in rainfall. Severe water shortages could have a bearing on the economic well-being of the community. Comparison of climate (rainfall) records from Los Angeles with water well records beginning in 1930 from the San Gabriel Valley indicates the existence of wet and dry cycles on a 10-year scale as well as for much longer periods. The climate record for the Los Angeles region beginning in 1890 suggests drying conditions over the last century. With respect to the present day, climate data also suggests that the last significant wet period was the 1940s. Well level data and other sources seem to indicate the historic high groundwater levels (reflecting recharge from rainfall) occurred in the same decade. Since that time, rainfall (and groundwater level trends) appears to be in decline. This slight declining trend, however, is not believed to be significant. Climatologists compiled rainfall data from 96 stations in the State that spanned a



100-year period between 1890 and 1990. An interesting note is that during the first 50 years of the reporting period, there was only one year (1890) that had more than 35 inches of rainfall, whereas the second 50-year period recording of 5 year intervals (1941, 1958, 1978, 1982, and 1983) that exceeded 35 inches of rainfall in a single year. The year of maximum rainfall was 1890 when the average annual rainfall was 43.11 inches. The second wettest year on record occurred in 1983 when the State's average was 42.75 inches.

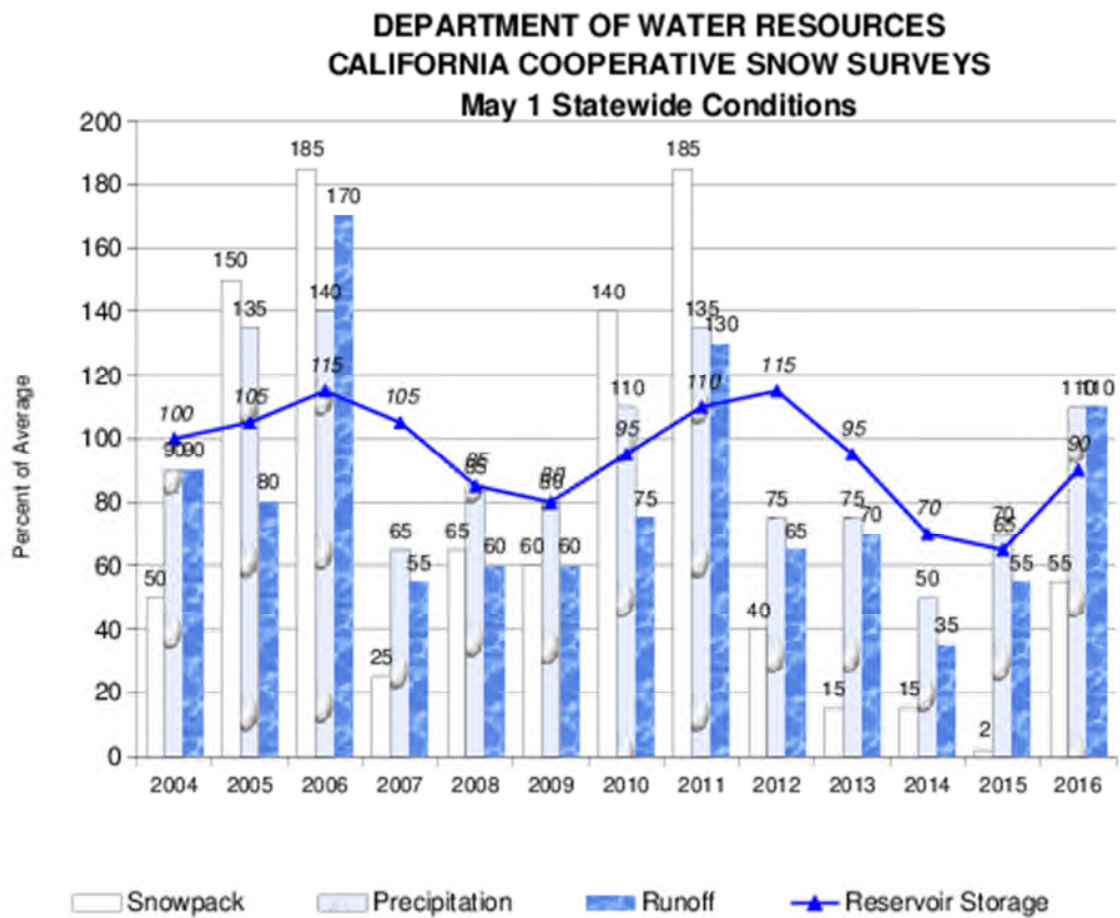
The driest year of the 100-year reported in the study was 1924 when the State's average rainfall was only 10.50 inches. The region with the most stations reporting the driest year in 1924 was the San Francisco Bay area. The second driest year was 1977 when the average was 11.57 inches. The most recent major drought (1987 to 1990) occurred at the end of a sequence of very wet years (1978 to 1983). The debate continues whether "global warming" is occurring, and the degree to which global climate change will have an effect on local micro-climates. The semi-arid southwest is particularly susceptible to variations in rainfall. A study that documented annual precipitation for California since 1600 from reconstructed tree ring data indicates that there was a prolonged dry spell from about 1755 to 1820 in California. Fluctuations in precipitation could contribute indirectly to a number of hazards including wildfire and the availability of water supplies.

General Situation

Figure: Water Supply Conditions below illustrates several indicators commonly used to evaluate California water conditions. The percent of average values are determined for measurement sites and reservoirs in each of the State's ten major hydrologic regions. Snow pack is an important indicator of runoff from Sierra Nevada watersheds, the source of much of California's developed water supply.



Figure: Water Supply Conditions – 2016
(Source: California Department of Water Resources)





Drought is a gradual phenomenon. Although droughts are sometimes characterized as emergencies, they differ from typical emergency events. Most natural disasters, such as floods or forest fires, occur relatively rapidly and afford little time for preparing for disaster response. Droughts occur slowly, over a multiyear period. There is no universal definition of when a drought begins or ends.

Types of Drought

There are four different ways that drought can be defined:

- (1) Meteorological - a measure of departure of precipitation from normal. Due to climatic differences what is considered a drought in one location may not be a drought in another location.
- (2) Agricultural - refers to a situation when the amount of moisture in the soil no longer meets the needs of a particular crop.
- (3) Hydrological - occurs when surface and subsurface water supplies are below normal.
- (4) Socioeconomic - refers to the situation that occurs when physical water shortage begins to affect people.

Historical California Droughts

A significant drought, reported by many of the ranchers in southern California, occurred in 1860. The great drought of the 1930s, coined the "Dust Bowl," was geographically centered in the Great Plains yet ultimately affected water shortages in California. The drought conditions in the plains resulted in a large influx of people to the west coast. Approximately 350,000 people from Arkansas and Oklahoma immigrated mainly to the Great Valley of California. As more people moved into California, including Los Angeles County increases in intensive agriculture led to overuse of the Santa Ana River watershed and groundwater resulting in regional water shortages. Several bills have been introduced into Congress in an effort to mitigate the effects of drought. In 1998, President Clinton signed into law the National Drought Policy Act, which called for the development of a national drought policy or framework that integrates actions and responsibilities among all levels of government. In addition, it established the National Drought Policy Commission to provide advice and recommendations on the creation of an integrated federal policy. The most recent bill introduced into Congress was the National Drought Preparedness Act of 2003, which established a comprehensive national drought policy and statutorily authorized a lead federal utility for drought assistance. Currently there exists only an ad-hoc response approach to drought unlike other disasters (e.g., hurricanes, floods, and tornadoes) which are under the purview of FEMA.

Droughts exceeding three years are relatively rare in Northern California, the source of much of the State's developed water supply. The 1929-34 droughts established the criteria commonly used in designing storage capacity and yield of large Northern California reservoirs. The driest single year of California's measured hydrologic record was 1977. According to USGS, California's most recent multi-year droughts occurred between 1987-92, 2006-2010 and 2012-2016.

The Long-term Climatic Viewpoint

The historical record of California hydrology is brief in comparison to geologically modern climatic conditions. The following sampling of changes in climatic conditions over time helps put California's twentieth century droughts into perspective. Most of the dates shown below are necessarily approximations.



Not only must the climatic conditions be inferred from indirect evidence, but the onset or extent of changed conditions may vary with geographic location. Readers interested in the subject of paleo-climatology are encouraged to seek out the extensive body of popular and scientific literature on this subject.

Past California Droughts

The historical record of California hydrology is brief in comparison to the time period of geologically modern climatic conditions. The following samplings of changes in climatic and hydrologic conditions help put California's twentieth century droughts into perspective, by illustrating the variability of possible conditions. Most of the dates shown below are approximations, since the dates must be inferred from indirect sources.

11,000 years before present

Beginning of Holocene Epoch- Recent time, the time since the end of the last major glacial epoch.

6,000 years before present

Approximate time when trees were growing in areas now submerged by Lake Tahoe. Lake levels were lower then, suggesting a drier climate.

900-1300 A.D. (Approximate)

The Medieval Warm Period, a time of warmer global average temperatures. The Arctic ice pack receded, allowing Norse settlement of Greenland and Iceland. The Anasazi civilization in the Southwest flourished, its irrigation systems supported by monsoonal rains.

1300-1800 A.D. (approximate)

The Little Ice Age, a time of colder average temperatures. Norse colonies in Greenland failed near the start of the time period, as conditions became too cold to support agriculture and livestock grazing. The Anasazi culture began to decline about 1300 and had vanished by 1600, attributed in part to drought conditions that made agriculture infeasible.

Mid - 1500s A.D.

Severe, sustained drought throughout much of the continental U.S., according to dendrochronology. Drought suggested as a contributing factor in the failure of European colonies at Parris Island, South Carolina and Roanoke Island, North Carolina.

1850s A.D.

Sporadic measurements of California precipitation began.

1890s A.D.

Long-term stream flow measurements began at a few California locations.

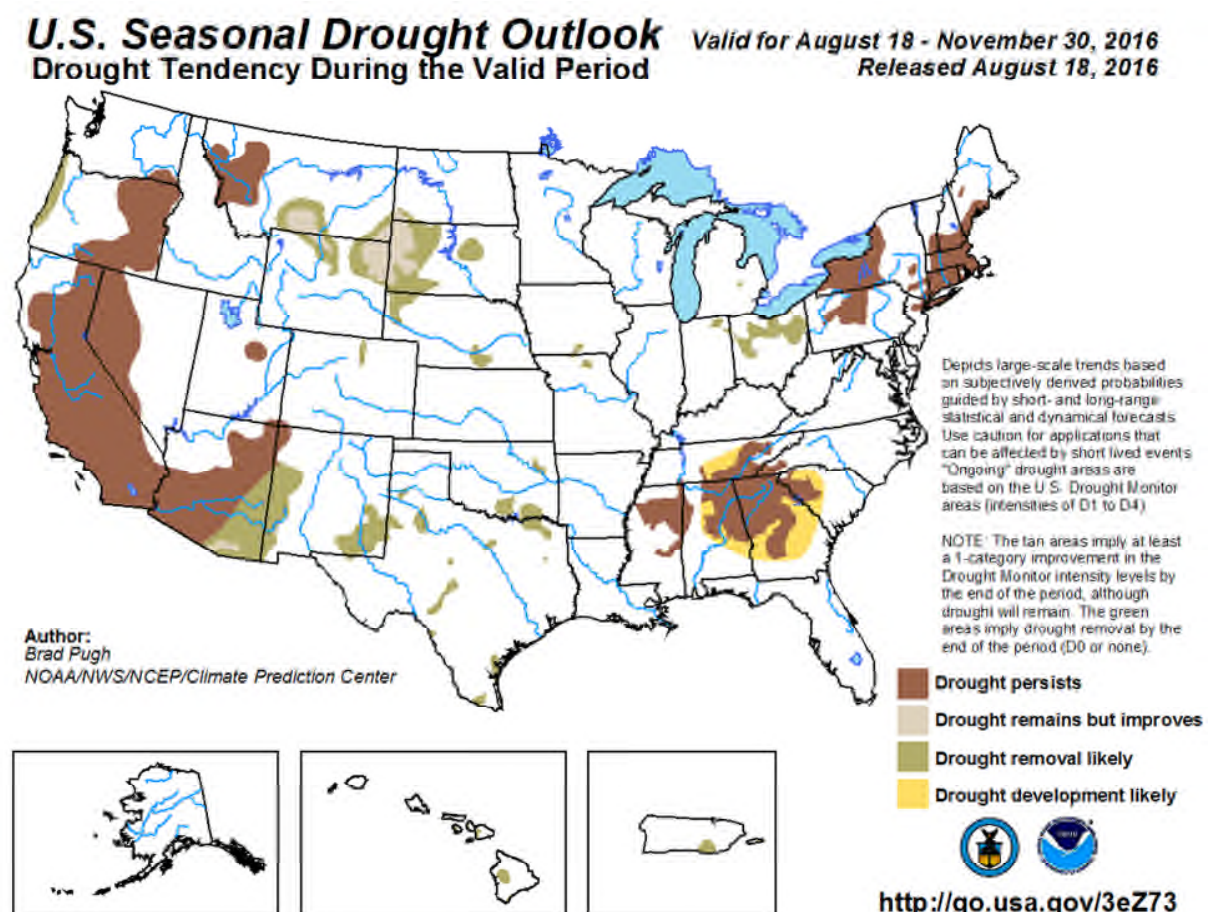


Palmer Drought Severity Index

Of the many varied indexes used to measure drought, the "Palmer Drought Severity Index" (PDSI) is the most commonly used drought index in the United States. Developed by meteorologist Wayne Palmer, the PDSI is used to measure dryness based on recent temperature compared to the amount of precipitation. It utilizes a number range, 0 as normal, drought shown in terms of minus numbers, and wetness shown in positive numbers. The PDSI is most effective at analyzing long-range drought forecasts or predications. Thus, the PDSI is very effective at evaluation trends in the severity and frequency of prolonged periods of drought, and conversely wet weather. The National Oceanic and Atmospheric Administration (NOAA) publish weekly Palmer maps, which are also used by other scientists to analyze the long-term trends associated with global warming and how this has affected drought conditions.

The following map is the most current snapshot of drought conditions across the U.S. It is provided by NOAA's Climate Prediction Center.

Map: U.S. Seasonal Drought Outlook
(Source: NOAA Climate Prediction Center)





Attachments

FEMA Letter of Approval



City Council Staff Report



City Council Resolution



Planning Team Sign-In Sheets

City of Montebello Project Kickoff Meeting General Plan Safety Element and Hazard Mitigation Plan September 6, 2016	
Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
ALLISON RICHARDS	CALIFORNIA CONSULTING
Matthew Fedke	Planning
LEN KIM	CDD
Kurt Johnson	City of Montebello - Fire Department

City of Montebello Planning Team Meeting #1 General Plan Safety Element and Hazard Mitigation Plan September 15, 2016	
Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
Dan Amador	Montebello F.D.
BRAD KELLER	P.D.
RICK ROSAS	PD
BEAS KIM	CDD
Daniel Batson	Public Works



**City of Montebello
Planning Team Meeting #2
Hazard Mitigation Plan
October 25, 2016**

Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
Kurt Johnson	MFD
Daniel France	MFD dfrance@cityofmontebello.com - please add
Alison Richards	CA CONSULTING
LARRY JACKSON	MTB P.D.
Dan Sandoz	Public Works
Danilo Batsary	Public Works
DAN FRANCE	FIRE

**City of Montebello
Planning Team Meeting
General Plan Safety Element & Hazard Mitigation Plan Reviews
November 14, 2016**

Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
BEN KIM	CDD
Matthew Feslue	CDD
Kurt Johnson	MFD
Dan Sandoz	Public Works



Web Postings and Notices



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 10

Consultant Services –
Local Hazard Mitigation Plan Update

Release Date: Monday, May 15, 2023
Due Date: Thursday, June 15, 2023, at 11 a.m. PST

DRAFT

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. 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

May 15, 2023

THE PROJECT

Consultant Services – Local Hazard Mitigation Plan Update

OWNER/PROPOSAL CONTACT

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Angelica Palmeros, Deputy Director
Contact Phone: (323) 887-1200
Contact E-Mail: apalmeros@montebellocity.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, May 31, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – City's Current Local Hazard Mitigation Plan

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified consultants to assist City staff with updating and preparing a Local Hazard Mitigation Plan (LHMP) for adoption by the Federal Emergency Management Agency (FEMA). Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 10. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective bidders must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, May 31, 2023, at 11:00 a.m. PST.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Proposals must be submitted via PlanetBids by **Thursday, June 15, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

Like many other jurisdictions, the City of Montebello is subject to many natural and human-made hazards. The list of potential hazards includes but is not limited to: earthquakes, flooding and severe storms, wildfires, toxic and chemical exposures, terrorism, and climate change. While it is impossible to predict the moment these incidents will occur, with careful planning and collaboration, minimizing the losses that may result from them is possible. For this reason, the City has previously engaged in efforts to develop a hazard mitigation plan.

The City's most recent LHMP is scheduled to expire on June 30, 2023 (a copy of the plan is attached as Appendix C). To ensure compliance and eligibility for specific disaster funds, the City is seeking the services of a qualified consultant to assist with developing an updated plan.

The ideal Consultant will engage with City staff and community stakeholders using the four (4) step process developed by FEMA. This process involves: 1) organizing the planning process and resources, 2) assessing risks and capabilities, 3) developing a mitigation strategy, and 4) adopting and implementing the plan.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Monday, May 15, 2023 |
| • Online Q&A Deadline | Wednesday, May 31, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, June 15, 2023, at 11 a.m. PST |
| • City Review of Submissions | Late June 2023 |
| • Interviews with Consultants | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-July 2023 |
| • Award | Late May/Early July 2023 |

Commented [NGD1]: If review of submissions are late June, timeline for notification and award does not make sense.

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified Consultants to assist with updating and preparing the City's LHMP. Upon completion and adoption of the LHMP locally, the Consultant will assist staff with submitting the plan for approval by the

California Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA).

5.0 Scope of Work/Services

The City of Montebello is seeking a consultant to assist in developing an updated LHMP. In general, the Consultant selected by the City should be prepared to provide project management and performance of all work required for the preparation, approval, and adoption of an LHMP that will update the City's most recent plan, which is scheduled to expire on June 30, 2023.

Upon local adoption, the updated plan must satisfy the requirements of the Disaster Mitigation Act of 2000 (DMA2K); Code of Federal Regulations Section 44 CFR 201.6; AB 2140 (2006); SB 1241 (2012); SB 747 (2019); Government Code Sections 65302(g)(4) and 65302.15; and any other relevant governing codes.

The Consultant selected should be prepared to conduct the following tasks as part of the City's LHMP Work Plan:

- A. Organization of Resources – the Consultant will organize a steering committee according to DMA2K requirements. This task will include, but is not limited to:
 - i. Planning Teams - Under DMA2K, the Consultant will coordinate with representatives from local, State, and Federal agencies and departments with significant interests in the community and hazard mitigation.
 - ii. Meetings - Once organized, the Consultant will facilitate at least four (4) Steering Committee meetings to meet the planning process milestones required under DMA2K.
 - iii. The Consultant will facilitate four (4) Steering Committee working sessions to develop specific details and updates in each plan section. The Consultant and City will conduct and facilitate each working session. Working sessions will be used to document involvement, provide training to staff about the hazard mitigation process, and complete required steps toward developing mitigation implementation strategies.
 - iv. Develop Public Outreach Strategy - The Consultant will engage the public throughout the planning as part of the stakeholder development process. The Consultant will also provide templated e-mail invites, e-newsletters, and other correspondence to help document the stakeholder coordination process and provide thorough communication and coordination as required by the DMA2K. The Consultant will target and identify potentially interested stakeholders, including residents and property owners in hazard-prone areas.
- B. Hazard Identification and Profiling - This task will thoroughly review all existing

plans, emergency documents, studies, and other best available data from local, regional, State, and federal resources. Planning Committee members will work with the Consultant to compile general information on hazards, risks, and vulnerabilities. Existing data sources such as Federal Emergency Management Agency (FEMA) Flood Insurance Studies, USGS ground acceleration mapping, and Cal Fire hazard risk mapping will be used. Additionally, new information will be collected from various sources to show the changing environment, potential climate adaptation, and other elements from the previous plan. This task aims to identify the best available data for each given hazard, describe the impact and vulnerability for the City, and identify data gaps. This task will include, but is not limited to:

- i. Review existing projects, plans, and programs
 - ii. Acquire additional hazards information from local data sources
 - iii. Update/Create hazard maps and profile narratives
 - iv. Augment existing information and community interviews and targeted field verification
 - v. Identifying climate change as a pertinent hazard to be consistent with the State Hazard Mitigation Plan
 - vi. Analyzing the impacts of past hazards on existing land use patterns to better
 - vii. understand the vulnerability of specific land uses within the City
- C. Asset Inventory and Vulnerability Analysis - Using the most recent approved LHMP as the base document, the Consultant shall address significant natural hazards that pose risks to City infrastructure and residents within the jurisdictional boundaries. This task will include, but is not limited to:
- i. Acquire and assess available City GIS Data, including critical infrastructure and City-owned buildings and assets
 - ii. Acquire, create, and evaluate asset inventory data beyond City owned data
 - iii. Format all GIS data into a working database structure
 - iv. Use FEMA's Hazus software to update the loss estimation results presented in the most recent LHMP
 - v. Complete a Level 2 risk assessment and provide all Hazus risk assessment runs to develop standard mapping and database results for the City
 - vi. Update/Create/Produce mapping products and narrative showing analysis results
- D. Develop Mitigation Measures - Based on the risk assessment results, description of impacts and vulnerabilities, and associated problem statements, participating parties will establish related mitigation goals, objectives, and action items. Attention will be made to ensure all actions reflect the priorities of the City and

community stakeholders and are reasonable and achievable. The Consultant will coordinate with other agencies, organizations, and public members interested in the LHMP update. This task will include, but is not limited to:

- i. Conduct field verification for mitigation measures
 - ii. Review existing/identify new mitigation goals and objectives
 - iii. Assess city capabilities
 - iv. Develop mitigation measures
 - v. Explain how the previous mitigation plan was incorporated, when appropriate,
 - vi. into other planning mechanisms, as well as continue to describe how the new
 - vii. mitigation strategy will be incorporated into other planning mechanisms for each participating jurisdiction
- E. Draft Hazard Mitigation Plan - The Consultant will ensure that the updated LHMP meets the requirements outlined in 44 CFR Part 201 and the most current FEMA plan guidance. This will be done using the Mitigate Hazards Planning Phases Review Tool, the FEMA Local Mitigation Planning Handbook, the FEMA Local Mitigation Plan Review Tool, and the California State Regulation Checklist. This task will include, but is not limited to:
- i. Assembly of a plan following the most current California Office of Emergency Services (CalOES) Local Hazard Mitigation Plan preparation guidelines and be aligned with the goals, objectives, and priorities of the State's multi-hazard mitigation plan.
 - ii. Developing required information from the Steering Committee and documenting all meetings, advertisements, and public feedback as required by FEMA
- F. Local Plan Review and Revision - Once the Draft LHMP is finalized, the Consultant will facilitate a public review and comment period. This task will include, but is not limited to:
- i. E-newsletters, websites, and other opportunities enabling the public to comment digitally
 - ii. Assembly of public comments and address them accordingly. Once comments are addressed, the Consultant shall assemble the Final Draft LHMP for final review
 - iii. Once the public comments have been addressed, the Consultant shall complete and distribute a digital "Draft Final HMP" to the Steering Committee
 - iv. Once the City approves the submittal, the Consultant will complete a FEMA Review Tool and facilitate the submittal to CalOES. The Contractor shall make necessary revisions received by CalOES and send an errata package

to the State if necessary

G. State and Federal Review - The Consultant will facilitate document review by the City of Montebello and the public and shall facilitate plan submittal to CalOES and FEMA. This includes responding to comments and facilitating edits to the final draft LHMP document. This task will also include, but is not limited to:

- i. Submitting Plan to CalOES
- ii. Developing/completing CalOES Review and Revision
- iii. Submitting Plan to FEMA
- iv. Developing/completing Federal Review and Revision
- v. Seeing Plan through Final FEMA Approval

H. Local Hazard Mitigation Plan Adoption - Once FEMA approval pending adoption is received, the Consultant will assist the City with final adoption proceedings. This task will include, but is not limited to:

- i. Developing an editable Microsoft Word version of the Final FEMA-approved plan
- ii. Developing a minimum of ten (10) professionally-bound hard copies of the final FEMA-approved plan to be provided to the City by the hired Consultant
- iii. Incorporating Fontana City Council comments and additional public comments into the final LHMP
- iv. Developing adoption language for City Council proceedings
- v. Distribute to Steering Committee and required local, State, and federal agencies

As previously stated, the City's LHMP is scheduled to expire on June 30, 2023. In addition to providing the services mentioned above, the Consultant may be required to prepare and submit an extension request for the deadline to the CalOES or the FEMA (if an opportunity is available). The extension request should be based on the proposed project timeline/schedule.

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 Fire Department will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review submissions to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (50%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience in organizational analysis evaluation
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and 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 decide on 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 Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled 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).

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, involves 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.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business

- enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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 shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant 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.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance

aspect under this agreement.

15.0 Subcontractors

The Consultant 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 and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

17.0 Disclosure of Information

- A. The Consultant 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 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 shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 City of Montebello Rights

At 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, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant 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 law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – City's Current Local Hazard Mitigation Plan



ITEM # 15

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

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

**SUBJECT: AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 23-8
FOR PRINTING AND GRAPHIC DESIGN SERVICES**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP) 23-8 for printing and graphic design services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing this RFP does not have a direct cost associated. At this point, the exact cost of services is unknown. Once the selection process is complete, staff will return to City Council requesting approval of a professional services agreement per the Montebello Municipal Code Chapter 3.20 – Purchasing System guidelines.

BACKGROUND/DISCUSSION:

While City staff have access to office printers and copy machines to print materials for internal use, vendors' services are typically hired for more complex printing and the creation of community outreach materials. This outreach material includes, but is not limited to:

- Letters
- Newsletters
- Brochures
- Flyers

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 2 of 2

- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

For this reason, City Council approval is requested to authorize issuing an RFP for printing and graphic design services. Through this process, staff intends to award a minimum of three (3) vendors who can fulfill requests as needed. Furthermore, staff will seek to select local vendors. Selecting multiple local vendors will help ensure that services are available when needed and can be delivered promptly.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Department of Finance requests authorization to issue an RFP for printing and graphic design services. The objective is to establish multi-year agreements with local vendors who can fulfill requests as needed.

ATTACHMENT(S)

1. Attachment A - RFP No. 23-8 (Draft)

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 8

Printing, Graphic Design, and Mailing Services

Release Date: Monday, May 15, 2023
Due Date: Thursday, June 22, 2023, at 11 a.m. PST

DRAFT

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. 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

May 15, 2023

THE PROJECT

Printing, Graphic Design, and Mailing Services

OWNER/PROPOSAL CONTACT

City of Montebello – Finance Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@montebellocal.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, June 7, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – Vendor Questionnaire (Required)

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors to provide printing, graphic design, and mailing services as needed. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 8. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective vendors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, June 7, 2023, at 11:00 a.m. PST.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Proposals must be submitted via PlanetBids by **Thursday, June 22, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the vendor(s) that is/are the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello ("City") is seeking proposals from qualified vendors to provide citywide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time sensitive. The expected needs include printing, copying, bindery, and other related services for internal and external use.

The City may award multiple contracts for the required services. Contracts, if awarded, may be for terms up to three (3) years and include extension options. This Request for Proposals (RFP) will establish preferred vendor(s) for the City. The selected Vendor(s) will process job orders as assigned by designated department representatives.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Monday, May 15, 2023 |
| • Online Q&A Deadline | Wednesday, June 7, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, June 22, 2023, at 11 a.m. PST |
| • City Review of Submissions | Early July 2023 |
| • Notifications Sent to Vendors | Early/Mid-July 2023 |
| • Award | Mid/Late July 2023 |

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified vendors to provide printing, graphic design, and mailing services as needed. The materials obtained through this service will be used internally and externally by staff to improve general service delivery to the local community.

5.0 Scope of Work/Services

The City is seeking vendors to create and produce various materials for internal and external use by residents, business owners, employees, and other community members using traditional print, the City website (montebellocity.gov), and social media platforms (e.g., Facebook, Twitter, Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the aforementioned items on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table which identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the “Line Item” tab). Please note that this is not a comprehensive list; however, it is representative of a majority of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not make any commitment to purchase a specific quantity of any item or services. The quantities listed are annual estimates. City staff submitting service requests will determine the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some of the items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy produced materials must be of commercially acceptable quality. Work must be properly aligned, have no fading or smearing, include correct color, and be packaged in a manner to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should keep in mind that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content of its paper products to include paper that is 100% post-consumer recycled content with preference for Green Seal Certified

(GSC) paper when available.

Additional Services

Mailing Services

Some printing materials such newsletters and postcards may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the limits of the City of Montebello. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	1600 West Beverly Boulevard, Montebello, CA 90640
Police Department	1600 West Beverly Boulevard, Montebello, CA 90640
Parks and Recreation (Acuna Park)	1700 West Victoria Avenue, Montebello, CA 90640
Transit Facility	400 South Taylor Avenue, Montebello, CA 90640
City Yard	311 South Greenwood Avenue, Montebello, CA 90640

Minimum Qualifications And Requirements

To be considered, vendors must clearly demonstrate how they meet the minimum qualifications. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Montebello

- Web-based platform to request business card orders (preferred)
- Ability to provide same day service, if reasonable notice is provided
- Vendors must provide quotes based upon the agreement's fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendors should prepare proposals that identify how they meet the minimum requirements.

Local Vendor Preference

Pursuant to Montebello Municipal Chapter 3.20.130 – Local Vendor Preference, the City is placing priority on local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location. To be considered, vendors must submit a copy of their current City of Montebello business license listing an address within the city limits.

Vendors that are not within the City of Montebello are still encouraged to submit a response.

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.

To submit pricing for the required items and services, please use the “Line Items” tab in the associated PlanetBids posting. Enter pricing based upon the annual estimated quantity for items and services listed. Failure to complete this step may result in proposal being rejected.

7.0 Evaluation Criteria

The Fire Department will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. Preliminary Proposal Review - The evaluation committee will review

submissions to ensure adherence to the minimum/proposal format requirements.

B. Proposal Evaluation - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

- i. Proposed fees for Service (40%)
- ii. Qualifications as they relate to this project (30%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience in organizational analysis evaluation
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
- iii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:

msolorza@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and 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 decide on 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 Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please

review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's

Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled 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).

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, involves 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.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is

present.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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 shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant 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.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Consultant 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 and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

17.0 Disclosure of Information

- A. The Consultant 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 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 shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 City of Montebello Rights

At 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, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant 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 law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – Vendor Questionnaire (Please complete and return with response)

Sample Items 1 - 7

City of Montebello
Printing, Graphic Design, and Mailing Services
RFP No. 23 – 8

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. **Letter of Interest** - 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.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, methodologies and technologies you would employ. Describe anything you expect the City to provide.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Please provide a minimum of three (3) specific examples of relevant experience. At a minimum, Vendors should provide a list of recent projects (i.e., completed within the last three (3) years is preferred, but samples outside of this timeframe will be accepted if relevant) of similar size, scope, and complexity.

Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

4. **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 Consultant does not have any such conflicts, a statement declaring such should be included in their submission.
5. **Cost Proposal** – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors providing the most comprehensive list will receive preference.
6. **Vendor Questionnaire** – Please review and complete the questionnaire attached as Appendix C. This document must be returned with your proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, June 22, 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.

Responses shall not exceed twenty (20) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, **202** (“Effective Date”), by and between the CITY OF MONTEBELLO, a California municipal corporation (the “CITY”) and _____ (the “CONSULTANT”). The CITY and the CONSULTANT are sometimes referred to herein individual as the “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

- a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:
 1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
 2. RFP No. _____
 3. Proposal referenced and Best Final Offer received by the successful proposer.
 4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.
- b. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello

(insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").
- c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office

notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

- a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be

corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

- a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The

CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

- b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

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

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
 - c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
 - d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
 - e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
 - f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]
- Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.
- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
 - h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced

with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email: [ENTER EMAIL ADDRESS]

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

An electronic communication ("[Electronic Notice](#)") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

SAMPLE

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE



RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	



ITEM # 16

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

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works

SUBJECT: **ANNUAL SLURRY SEAL PROJECT FOR FISCAL YEAR 2022-23 (CP NO. 892) – NOTICE OF COMPLETION**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Annual Slurry Seal Project for Fiscal Year 2022-23 (CP No. 892) as completed by Doug Martin Contracting Company, and
2. Find that the requested “Changes in Work” for the project (Attachment A) have no significant effect on the environment and approve the additional changes in the amount of \$33,409. The final contract amount with Doug Martin Contracting Company is \$657,193; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to Doug Martin Contracting Company 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.

FISCAL IMPACT:

The Final Total Project Budget (Attachment B) shows the total funding and sources that were approved by the City Council throughout the life of the project in the total aggregate amount of \$810,000 between Fiscal Years 2021-22 and 2022-23. Also shown is the total aggregate expenditures for the project in the amount of \$657,193.

The remaining project budget balance of \$152,807 will be available for re-programming for other capital improvement projects, and will add to the fund balance in the Gas Ax,

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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Measure M and Measure R funds. No additional appropriations or budget amendments are required in order to close the project.

BACKGROUND/DISCUSSION:

On August 10, 2022, the City Council awarded a construction contract to Doug Martin Contracting Company, Inc. in the amount of \$399,920 for the Annual Slurry Seal project Fiscal year 2022-23 (CP 892). The project consists of the application of asphalt emulsion slurry seal type II on various streets, including crack sealing prior to slurry seal application. Also, the project includes, repairing identified damaged pavement areas by grinding 2" AC pavement, and installing 2" AC. At other locations where the pavement was severely damaged, the pavement was replaced full depth plus 1". Also, the work included the restoration of traffic striping markings, pavement markings and curb painting.

On October 12, 2022, The City Council approved a change order to Doug Martin Contracting Company, Inc., in an amount not-to-exceed \$300,000 for additional work.

Construction started on Monday, October 31, 2022 and was completed on January 31, 2023. The City engineer has completed the field review and reviewed of inspection reports and has concluded that the Project, CP NO. 892, was completed satisfactorily and in accordance with the Project specifications.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office after completion of the improvements. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor sixty (60) days after recordation of the Notice of Completion.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council accept as completed the Annual Slurry Seal

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Project (C.P. No. 892) and authorize the City Clerk to process the Notice of Completion. The total project expenses were less than the City Council approved budget (\$657,193 vs. \$810,000), therefore no budget amendment is required.

ATTACHMENT(S)

1. Attachment A - Changes in Work Summary
2. Attachment B - Final Total Project Budget
3. Attachment C - Notice of Completion

NEXT STEPS:

N/A

CHANGES IN WORK SUMMARY

April 26, 2023

ANNUAL SLURRY SEAL PROJECT FISCAL YEAR 2022-23

CP NO. 892

Project Description:

The slurry seal project consists of the application of asphalt emulsion slurry seal type II on various streets. This is a maintenance treatment that prolongs the life of the asphalt. Prior to the slurry seal application, a crack sealing will be applied to repair the existing cracks on the pavement. In addition to the slurry seal application, the project includes repairing localized damaged areas of street pavement by removing and grinding 2" AC pavement and installing new 2" AC pavement, and at other locations removing and replacing full depth AC plus 1". Also, the project includes the restoration of traffic striping, pavement markings, and curb painting.

Changes in Work:

(1)	Additional work Cold-Mill AC at 2" Depth and 2" Asphalt C2 PG 64-10 for Iguala St & Poplar Ave. This Change Order was approved by the City Council on October 12, 2022.	\$ 266,975
(2)	Additional Work for sawcut, remove and replace AC pavement full depth plus 1" C2-PG 64-10 prior to slurry seal.	\$ 25,302
(3)	Adjust 24" diameter Manhole cover	\$ 1,837
(4)	Adjust Water Valves	\$ 3,220
(5)	Add Centerline Striping to Vera Cruz Street	\$ 1,400
(6)	Replace a sewer Frame & Cover	<u>\$ 1,650</u>
Total Changes in Work		\$ 300,384

Description of Changes:

- (1) Prior to starting the work, City staff and contractor walked all streets included in the slurry seal project. During the field inspection, City staff and the contractor agreed that Iguala street and Poplar Avenue were not

good candidates for slurry seal due to the depth of existing cracks and extensive pavement damage. Therefore, the repair of these two streets was revised to a grind-and-overlay, including cold-milling for a depth of 2" and 2" of asphalt pavement was placed. This Change Order was approved by the City Council on October 12, 2022.

- (2) Additional locations of damaged pavement were identified by the contractor and City staff on streets that were selected for slurry seal treatment. At these additional locations, the existing pavement was severely damaged and needed to be removed at full depth plus 1". Six additional locations were added; 2 spots at 3rd Street from Mines St to end, 2 spots at Carmelita Ave from Greenwood Ave to Montebello Blvd, 1 spot at South 6th Street from Beach Street to Mines Ave, and 1 Spot at North 10th Street from Beverly Blvd to W. Cleveland Ave.
- (3) After the asphalt pavement removal and installation of new pavement, City staff identified one 24" manhole that was below the street surface, therefore it needed to be adjusted to grade to be at the same street elevation. Bid item was not included in the original contract.
- (4) After the asphalt pavement removal and installation of new pavement, City staff identified two water valves that needed to be adjusted to grade. Bid item was not included in the original contract.
- (5) The contractor advised City staff that the centerline at Vera Cruz Street needed to be restored, slurry seal was applied to the street and the centerline was not included in the original contract.
- (6) Contractor informed to the City of a Sewer Manhole in Via Val Verde that the frame and cover needed to be replaced due to the bad condition of the manhole and it needed to be adjusted to grade. City staff did a field verification and decided to replace the manhole with a new one.

Revised Contract Amount:

Original contract amount	\$ 399,920
Adjustment for Final Quantities	<u>\$ -43,111</u>
Actual contract work completed	\$ 356,809
Changes in work previously approved	\$ 266,975
Changes in work to be authorized	<u>\$ 33,409</u>
Revised contract amount	<u>\$ 657,193</u>
Percent total change to original contract amount	164.3 %

**ANNUAL SLURRY SEAL PROJECT FISCAL YEAR 2022-23
C.P. NO. 892**

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Original Construction Contract (Doug Martin) – (Awarded 08/10/2022)	\$ 399,920
Adjustment for Final Quantities Measured	\$ -43,111
Construction Change Orders – Approved 10/12/2022	\$ 266,975
Construction Change Orders – (Recommended)	\$ 33,409
Total Project Cost:	\$ 657,193

Project Funding	Budget Amount
Gas Tax (Fund 200) – FY 21-22 CIP Budget	\$ 300,000
Measure M (Fund 222) – FY 21-22 CIP Budget	\$ 100,000
Measure M (Fund 222) – FY 22-23 CIP Budget	\$ 250,000
Measure R (Fund 220) – FY 22-23 CIP Budget	\$ 160,000
Total Project Budget:	\$ 810,000

Note: The project was completed with \$152,807 remaining balance. These funds will be available for reprogramming for other projects.

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on January 31, 2023. The general scope of work consisted of the slurry sealing of existing asphalt pavements and minor street repairs.
8. The name of the contractor, if any, for such work of improvement was Doug Martin Contracting Company, Inc.

August 10, 2022

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Annual Slurry Seal Project FY 2022-23 (CP. No. 892)**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023 at City of Montebello, Montebello, CA

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The “owner” who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words “A work of improvement” from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., “The foundations for the improvements”); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor’s name need be given if there is no general contractor, e.g., on so-called “owner-builder jobs.”

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form’s fitness for your purpose.



ITEM # 17

**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: ANNUAL CONCRETE REPAIR PROGRAM PROJECT FISCAL YEAR
2021-22 (CP NO. 891) – NOTICE OF COMPLETION**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Annual Concrete Repair Program Project from Fiscal year 2021-22 (CP No. 891) as completed by CJ Concrete Construction, Inc., 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 \$274,628. The final contract amount with CJ Concrete Construction, Inc. is \$1,483,611; and
3. Approve the Final Total Project Budget (Attachment B); and
4. Authorize the City Clerk to file the Notice of Completion with LA County Recorder (Attachment C); and
5. Authorize the City Manager to release the retention payment due to CJ Concrete Construction, 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.

FISCAL IMPACT:

The Final Total Project Budget (Attachment B) shows the total funding and sources that were approved by the City Council throughout the life of the project in the total aggregate amount of \$1,750,000 between Fiscal Years 2021-22 and 2022-23. Also shown is the total aggregate expenditures for the project in the amount of \$1,564,603.

The remaining project budget balance of \$185,397 will be available for re-programming for other capital improvement projects, and will return to fund balance in the appropriate

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funds (Gas Tax, Measure R, SB1/RMRA or TDA-3). No additional appropriations or budget amendments are required in order to close the project.

BACKGROUND/DISCUSSION:

On June 8, 2022, the City Council awarded a construction contract to CJ Construction, Inc. in an amount not-to-exceed \$1,208,926. The project consists of the removal and reconstruction of damaged existing concrete sidewalks, pedestrian ramps, curb and gutter, and driveway approaches at various locations within the City right-of-way.

Construction started on August 22, 2022 and was completed on February 24, 2023. The City Engineer has completed the field review and has reviewed the inspection reports and concluded that the Project, CP NO. 891, was completed satisfactorily and in accordance with the Project specifications.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office after completion of the improvements. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor sixty (60) days after recordation of the Notice of Completion.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council accept as completed the Annual Concrete Repair Program Project (C.P. No. 891) and authorize the City Clerk to process the Notice of Completion. No budget amendments are required as the total expenses are less than the City Council approved budget (\$1,546,603 vs. \$1,750,000).

ATTACHMENT(S)

1. Attachment A - Changes in Work Summary
2. Attachment B - Total Project Budget
3. Attachment C - Notice of Completion

NEXT STEPS:

N/A

CHANGES IN WORK SUMMARY
April 26, 2023

Annual Concrete Repair Program Project Fiscal Year 2021-22
CP NO. 891

Project Description:

The Project consists of the removal and reconstruction of existing concrete sidewalks, curb & gutter, driveway approaches, and pedestrian curb ramps at various locations citywide, which were in bad condition or damaged, and were not in compliance with the American Disabilities Act (ADA).

Changes in Work:

(1)	Additional removal and replacement of existing concrete sidewalk	\$ 56,803
(2)	Additional removal and replacement of existing concrete driveway approaches	\$ 31,887
(3)	Additional removal and replacement of existing curb & gutter	\$ 22,680
(4)	Reconstruction of existing curb drains	\$ 1,000
(5)	Remove existing Tree	\$ 5,713
(6)	Cross gutter spandrel	\$ 93,075
(7)	Install new sidewalk	<u>\$ 19,770</u>

Total Changes in Work	\$ 274,628
------------------------------	-------------------

Description of Changes:

- (1) During construction, City staff received several resident complaints regarding locations where the sidewalk was lifted due to tree roots, damaged concrete, and sidewalks with existing cross slopes that don't comply with the American with Disabilities Act, cross slopes of more than 2%. City staff evaluated all the locations and made recommendations for locations where additional work needed to be performed at contract unit prices.
- (2) City staff evaluated additional resident requests, and contractor suggestions for the reconstruction of additional driveway approaches, and after a field inspection City staff made recommendations for locations where additional work needed to be performed at contract unit prices.
- (3) The contractor provided additional locations where curb & gutter was

damaged, and needed to be replaced. City staff directed the contractor to construct the additional work at contract unit prices.

- (4) Two (2) locations where curb and gutter was reconstructed had existing curb drains. These existing curb drains were removed when the curb was removed. New drains had to be installed at 412 N.16th Street and 1808 Germain Drive.
- (5) Additional (6) trees were removed per the recommendations of the Project arborist. (2) trees at 121-123 N. 19th Street, (1) tree at 1508 W. Beverly Terrace, (2) trees at 1509-1513 W. Beverly Terrace, and (1) tree at 629 N. 18th Street. After the sidewalk was removed at these locations, extensive tree roots had to be removed making the tree unstable.
- (6) Concrete cross gutter spandrels were not part of the project bid items. Cross gutter spandrels that were reconstructed around pedestrian ramps, driveways, and cross gutters was negotiated as additional work.

Revised Contract Amount:

Original contract amount	\$ 1,208,926
Adjustment for Final Quantities	<u>\$ 57</u>
Actual contract work completed	\$ 1,208,983
Changes in work to be authorized	<u>\$ 274,628</u>
Revised contract amount	<u>\$ 1,483,611</u>
Percent total change to original contract amount	122.7 %

**ANNUAL CONCRETE REPAIR PROGRAM PROJECT FISCAL YEAR 2021-22
C.P. NO. 891**

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Original Construction Contract (CJ Concrete) – Awarded 06/08/2022	\$ 1,208,926
Adjustment for Final Quantities Measured	\$ 57
Construction Change Orders – (Recommended)	\$ 274,628
Original Construction Management/Inspection (Onward Engineering) – Awarded 08/01/2022	\$ 83,100
Adjustment for Construction Management/Inspection Work Not Completed (Onward Engineering)	\$ -24,458
Utility Relocation – South Montebello Irrigation	\$ 22,350
Total Project Cost:	\$ 1,564,603

Project Funding	Budget Amount
Gas Tax (Fund 200) – FY 21-22 CIP Budget	\$ 200,000
Measure R (Fund 220) – FY 21-22 CIP Budget	\$ 103,453
TDA – 3 (Fund 223) – FY 21-22 CIP Budget	\$ 46,547
Gas Tax (Fund 200) – (Appropriated 06/08/22)	\$ 500,000
Measure R (Fund 220) – (Appropriated 06/08/22)	\$ 400,000
SB1 RMRA (Fund 201) – (Appropriated 06/08/22)	\$ 500,000
Total Project Budget:	\$ 1,750,000

Note: The project was completed with a \$185,397 remaining balance in allocated project funds. These funds will be available for reprogramming for other projects.

ATTACHMENT C

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The “owner” who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words “A work of improvement” from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., “The foundations for the improvements”); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor’s name need be given if there is no general contractor, e.g., on so-called “owner-builder jobs.”

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form’s fitness for your purpose.



ITEM # 18

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

TO: Honorable Mayor and City Council Members

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

BY: Arlene Salazar, Assistant City Manager

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4005 WITH AVENU INSIGHTS & ANALYTICS, LLC**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the attached Amendment to Agreement No. 4005 with Avenu Insights & Analytics, LLC, (Avenu); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If approved, Amendment No. 1 to Agreement No. 4005 with Avenu will modify the term and compensation amount of the agreement. The new updated term will end on June 30, 2025. The agreement will still include two (2), one (1) year extension options if authorized before this date. In addition, the compensation amount will be increased to \$125,000 per fiscal year for the duration of the agreement. A full breakdown of the annual compensation can be found in Exhibit C of Agreement No. 4005.

Purchase orders for this service will be generated as needed and based on the available funds in the requesting department's budget. It is anticipated the additional work under this agreement will occur in Fiscal Year 2023-24 and beyond. Therefore, a budget amendment for FY 2022-23 is not necessary. Sufficient funding for this agreement will be placed in the FY 2023-24 proposed budget.

BACKGROUND/DISCUSSION:

On August 12, 2020, the City Council approved a budget amendment of \$80,000 to implement a records and document management and retention plan. The plan includes

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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objectives to purge out-of-date documents beyond the City Council approved records retention schedule and scan and retain electronic documents within the retention period for ease of access, among other benefits. Due to the number of physical documents that exist (in Department areas and in the basement), the City hired vendors to assist with the objectives related to document management. One of the vendors the City currently contracts with is Avenu for document scanning services.

In August 2022, the City established Agreement No. 4005 with Avenu for \$45,000. This service was established under the City Manager's authority (See Montebello Municipal Code Section 3.20.080 – Formal Contract Procedure) using an existing vendor agreement between Fulton County, Kentucky and Avenu. In February 2022, Fulton County established an agreement/purchase order with Avenu through a competitive process. Avenu allowed the City to purchase services using the same terms, conditions, and pricing/discount rates (Piggyback Purchase). This exception to the standard bidding process is authorized under Montebello Municipal Code Section 3.20.050 – Piggyback Purchase. The aforementioned municipal code section states:

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

Upon approval, staff commenced using the service to scan documents from the Building and Safety Division. This was due to the extensive amount of public records request for building permits. It was discovered that the number of documents required to be scanned (retained) was larger than the original scope of work envisioned. In an effort to provide greater and easier access to public records, it is necessary to expand the scope, term and not-to-exceed amount of Agreement No. 4005. The additional funding request is to complete the scanning in Community & Economic Development, Public Works, Police and City historical documents that are in basement.

Therefore, to continue using the services of Avenu, staff is seeking approval to amend the original agreement. Upon approval, the expenditure amount will be increased to \$100,000 per fiscal year, and authorize the City Manager to increase by an additional \$25,000 per fiscal year -- for a total not-to-exceed amount of \$125,000 per fiscal year. In addition, the initial term of the agreement will be amended to end on June 30, 2025. These changes will ensure the term is consistent with the City's budget year and streamline the budget and expenditure tracking process

ENVIRONMENTAL:

N/A

ANALYSIS:

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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N/A

SUMMARY:

In August 2022, staff established an agreement with Avenu for document scanning services for \$45,000. The agreement has less than ten (10) percent remaining and additional scanning services are required. It is recommended the attached amendment is approved to increase the expenditure amount to \$125,000 per fiscal year, and extend the term of the contract through June 30, 2025, with two (2) additional one (1) year extensions.

ATTACHMENT(S)

1. Attachment A - Agr No. 4005 - Avenu - Amendment No. 1
2. Attachment B - Agr No. 4005 - Avenu Insights

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT NO. 4005
WITH AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 1 (*"First Amendment"*) is to that certain Agreement for Professional Services between the City of Montebello, a California municipal corporation ("City") and Avenu Insights & Analytics, LLC ("Consultant") dated August 22, 2022 ("Agreement"). The City and Consultant are sometimes referred to herein individually as the "Party" and jointly as the "Parties."

RECITALS

WHEREAS, On August 22, 2022, the City and Consultant entered into the Agreement to utilize services of Consultant as an independent contractor to provide document scanning services in the City.

WHEREAS, the Parties desire to increase the compensation for the agreement to a sum-not-to-exceed **One Hundred Thousand Dollars** (\$100,000) with an additional Twenty-Five Thousand Dollar increase per fiscal year at the City Manager's discretion.

WHEREAS, the Parties desire to modify the term of the agreement through June 30, 2025 to make it consistent with the City's fiscal year schedule.

The parties therefore agree as follows:

Section 1. The Compensation of the Agreement set forth in Section 2 of the Agreement is hereby amended in its entirety to read as follows:

"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 term of this Agreement shall govern.
- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide document scanning services 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") in an amount not-to-exceed One Hundred Thousand Dollars (\$100,000) per fiscal year with an additional Twenty-Five Thousand Dollar increase per fiscal year at the City Manager's discretion. Any increases to the not-to-exceed amount shall not be due to CONSULTANT without prior written approval by the City Manager.

AMENDMENT NO.1 TO AGREEMENT NO. 4005

Page 2 of 3

- c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "C" and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the City."

Section 2. The term of the Agreement set forth in Section 3 is hereby extended to June 30, 2025. The language for Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"SECTION 3. TERM.

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2025, unless terminated earlier as hereinafter provided. This agreement may be extended for up to two (2), one-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 3. Except as amended by this First Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO.1 TO AGREEMENT NO. 4005

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CITY OF MONTEBELLO

AVENU INSIGHTS & ANALYTICS, LLC

René Bobadilla, City Manager

Date:_____

Name:_____

Title:_____

ATTEST:

By:_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

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

CITY OF MONTEBELLO**PROFESSIONAL SERVICES AGREEMENT NO. 4005
WITH AVENU INSIGHTS & ANALYTICS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 22, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Avenu Insights & Analytics (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 document scanning services in the CITY; and

WHEREAS, the CITY has received authorization to purchase services using the terms and conditions of a competitively bid agreement between the CONSULTANT and Fulton County Clerk, Kentucky; 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; and

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.
3. Redacted Agreement between CONSULTANT and Fulton County Clerk, Kentucky.

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.

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide document scanning services 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") in an amount not-to-exceed **Forty-Five Thousand Dollars (\$45,000)**. Any increases to the not-to-exceed amount shall not be due to CONSULTANT without prior written approval by the CITY.

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement that are marked confidential or otherwise not publicly available, 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 thirty (30) 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 thirty (30) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. 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

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

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boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

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

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO THE CONSULTANT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY THE CITY TO THE CONSULTANT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

SECTION 17. 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, which shall not be unreasonably withheld. 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 18. 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 19. 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

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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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 20. 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 21. 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 22. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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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 23. 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 – City Clerk's Office
Attn: Alicia Fernandez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext. 367
Email: afernandez@cityofmontebello.com

If to Consultant: Avenu Insights & Analytics
Attn: Rachelle Arizmendi
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
(213) 200-6376
Email: Rachelle.Arizmendi@avenueinsights.com

With a copy to: Email: contracts@avenueinsights.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 24. 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

PROFESSIONAL SERVICES AGREEMENT NO. 4005

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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 25. 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 26. 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]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

AVENU INSIGHTS & ANALYTICS, LLC



René Bobadilla, City Manager



Carl Kumpf (Aug 24, 2022 14:56 EDT)

Carl Kumpf, Chief Financial Officer

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Statement of Work
- Exhibit B – Redacted Agreement – Avenu/Fulton County Clerk, Kentucky
- Exhibit C – Schedule of Compensation
- Exhibit D – Live Scan Fingerprinting Requirement

EXHIBIT "A"

STATEMENT OF WORK

SCOPE OF WORK AND ASSUMPTIONS: Client (also referred to as the "CITY") desires to have their paper records digitized to free up internal real estate and move toward a more efficient electronic management and delivery of their records. Avenu (also referred to as the "CONSULTANT") submitted a proposal along with a high-level assessment of the Client's records. As the CITY was unsure as to what exact processes it would desire and for how many records it would be able to complete, there was no total project estimate given. At this time the CITY has not identified the record set priority, type classifications, indexing requirements, or the target digital repository. The CITY has an initial NTE budget of \$45,000. Avenu will work alongside authorized CITY staffers and managers to identify which record collection will be the first priority and what processes and procedures must be included to produce the desired digital deliverable. From there, Avenu will create a Work Order that clearly defines the record set, processes to be included, corresponding prices applied according to the pricing matrix provided below, and an estimate as to how many documents and images will be processed for the initial \$45,000 budget. Any expenses or costs over the not-to-exceed amount of \$45,000 shall be due to CONSULTANT with prior written approval by the CITY.

A. Avenu Responsibilities

1. Avenu will create a Work Order and project estimate based on the instructions for the initial record set defined by Client.
2. Avenu will provide all technologies, supplies and personnel for the onsite scanning of the records.
3. Avenu will inventory the collection at the box or book level, assigning unique identifiers to each box or book for production tracking.
4. Avenu will prepare the document files or books in a manner suitable for scanning on whatever scanner is required.
5. Avenu will keep all pages of each file or book in the same order as originally found.
6. Avenu will scan each page rendering 300 dpi grayscale or color JPGs.
7. Avenu will perform image quality control measure to ensure that all pages of each file or book have been captured.
8. Avenu will return the contents of each file to the box from which they originated and the books to their original location.
9. Avenu will index the files or books according to instructions as received from Client.
10. Avenu will format the images and index data for delivery according to instructions as received from Client.

11. Avenu will closely monitor the production quantities produced to exceed Client's budget of \$45,000.

B. Client Responsibilities

1. Client will assign a project manager who will be authorized to direct Avenu staff.
2. Client will sign off on an initial proof of concept before full production commences.
3. Client will be available to answer questions during the course of the project.
4. Client will direct Avenu as to any COVID compliance requirements.
5. Client will make adequate space available to Avenu onsite.

C. Acceptance

Client will notify Avenu in writing within 10 business days of any defect that requires remediation. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. It is anticipated that this project will require no more than four weeks onsite at courthouse and no more than 12 months for completion of the entire project.

Services Pricing Matrix

SERVICE	UNIT	PRICE	NOTES
Scan Paper Files sized 12" x 18" or less	Image	\$0.25	Includes Light Prep
Scan Paper Files sized greater than 12" x 18" less than 24"x36"	Image	\$2.25	Requiring wide format scanner
Scan Bound Books (permanently glued or sewn) 12"x18" or smaller	Image	\$0.85	
Scan Loose Books pages less than 12" x 18"	Image	\$0.45	May be unbound and pages less than 12" x 18"
For Paper Files sized 12" x 18" or less: Color	Image	\$0.45	
For Paper Files sized greater than 12" x 18"less than 24"x36" Color	Image	\$0.65	
Prepping of files that exceed light Prep or reassembly	Hour	\$37.00	
Index fom File folder up to 20 characters	Per file	\$0.45	
Index by Document	Per document	TBD	Based on number of fields - quoted on request
Transportation of Records	Per-pick-up & delivery	TBD	Based on distance
Records Requests - Electronic delivery records	per file request	\$15.00	48hr turn-around
Searchable PDF file	Image	\$0.04	
Desctruction of paper files 1.2 cubic foot box	Box	\$75.00	Certified desctruction
Project Setup	Project	\$3,000.00	Installing technology onsite

Exhibit "B"
Redacted Fulton County Clerk Agreement



**Agreement for
Document Processing Services**

**Avenu Insights & Analytics, LLC
Fulton County Clerk, Kentucky**

This agreement for document processing services ("Agreement") is made by and between **Avenu Insights & Analytics, LLC**, 8600 Harry Hines Blvd., Suite 300, Dallas, TX 75235 ("Avenu"), and **Fulton County Clerk**, a government entity in the State of Kentucky ("Client"), 2216 Myron Cory Dr., Hickman, KY 42050. Avenu and Client (each individually a "party" and collectively the "parties") agree as follows:

1. SERVICES Avenu agrees to provide to Client the document processing services ("Services") described in the Statement of Work, which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

2. TERM This Agreement will become effective on February 1, 2022 ("Effective Date") and will continue through January 31, 2023 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").

3. PAYMENT Client agrees to pay Avenu for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Avenu. Avenu will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.

4. TAXES If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

5. DELIVERY AND ACCEPTANCE Client will notify Avenu in writing at any time during the one year term of the Agreement, or up to 90 days after completion of the Agreement of any defect that requires remediation. Client will have ten (10) business days to accept and sign off on the deliverable. Signing for deliverable does not affect Avenu's responsibility to correct any deliverables found up to 90 days from project completion. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within the one year term or 90 days after completion of the Agreement, the Service will be deemed to have been accepted by Client.

6. CONFIDENTIALITY With respect to Client business information that is confidential and clearly designated as confidential ("Client Confidential Information"), Avenu will keep that information confidential by using the same degree of care and discretion that is used with information that Avenu regards as confidential. Avenu will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Avenu; (c) is independently developed by Avenu outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Avenu is not required to keep confidential any ideas, concepts,

methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Avenu while providing the Services. Avenu and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and will not disclose confidential information to any third party (other than as permitted under this Agreement) or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client with the prior written consent of Avenu.

7. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client.

8. ACCESS TO FACILITIES AND INSURANCE Client agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

9. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party.

10. WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Avenu will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Avenu will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND AVENU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. LIMITATIONS OF LIABILITY

NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

12. TERMINATION FOR BREACH OR DEFAULT BY AVENU If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period

stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination.

13. TERMINATION OR SUSPENSION OF WORK FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar Services from another source. If this Agreement is terminated before the End Date, Avenu will invoice Client for work performed to the End Date, and Client agrees to pay Avenu for those Services. Under no circumstances will Avenu be required to perform Services in the absence of available funding.

14. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

To Avenu:

Avenu Insights & Analytics, LLC
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attn: Contracts Department

To Client:

Fulton County Clerk
2216 Myron Cory Dr.
Hickman, KY 42050

Attn: Naomi Jones, County Clerk

With a copy to:

Avenu Insights & Analytics, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

Attn: Contracts Department

15. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the other party will be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

16. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia or the State of Kentucky, without reference to the principles of conflict of laws.

17. NON-SOLICITATION AND NON-HIRE Client shall not, without the prior written consent of Avenu knowingly solicit, recruit, hire, or otherwise employ or retain any employee of Avenu that is performing the Services or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of Avenu who have performed any of the Services during the term of this Agreement during a period of one (1) year after that employee is no longer employed by Avenu. Because actual damages are difficult to determine if Client breaches the non-solicitation obligations under this Section, the parties agree that in lieu of an award of actual damages and not as a

Document Processing Agreement



penalty, Avenu shall be entitled to, and Client shall pay to Avenu as the sole and exclusive remedy for breach, liquidated damages of two (2) times the salary and bonus target employee at the time his or her employment with Avenu. Nothing in this Section shall waive the right of Avenu to seek injunctive relief to compel compliance by a current or former employee with the obligations of a former employee not to use or disclose that any confidential or proprietary information of the former employer. The non-solicitation provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party. The provisions of this Section shall not prohibit either party from hiring employees of the other party if the status of the other party as a viable business entity so declines as to make it unlikely the party could retain the services of its employees.

18. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Insights & Analytics, LLC

paul colangelo
Signature
Paul Colangelo
Name
CEO
Title
1/31/2022
Date

Fulton County Clerk

Naomi T. Jones
Signature
Naomi T. Jones
Name
Fulton County Clerk
Title
1/31/2022
Date

SCHEDULE A

STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Document Processing Services ("Agreement") by and between Avenu Insights & Analytics, LLC ("Avenu") and Fulton County Clerk ("Client").

A. SCOPE OF SERVICES

Client has a collection of Deed Books and other lien and miscellaneous real property records to be scanned and indexed. Avenu and Client will set a time to hold a remote conference meeting between the project managers of Avenu and Client to discuss details of the workspace and work times available to the Avenu scan team. During this meeting the start date for the scan team to arrive will be established as well as a review of Client's COVID19 policies, to which the Avenu team will adhere. Avenu will complete the project within 12 months of project start. All quantities are estimates. Avenu will charge for actual quantities produced. Avenu will alert Client in advance if it appears that actual quantities are going to be significantly different from the estimated. The above assumptions came from information provided by Client in the form of bid specifications and an onsite examination by Avenu of the records.

Assumptions:

- The books may not leave the courthouse.
- Approximately 2/3 of the books are mechanically bound.
- The books consist of Deeds 1 - 113 and Record of Encumbrance on Real Estate 1 - 4.
- The date range of the Deeds is 1845 - 1998 and for Encumbrances is 1931 - 1981.
- Approximately 25% of the collection is hand-written.
- Approximately 20% of the collection are Photostats.
- Archival microfilm is not a requirement for this collection.

Avenu Responsibilities

1. As the books may not leave the courthouse, Avenu will provide all technology and labor to digitize the books in a space provided for by Client within the courthouse.
2. The Avenu team will remove books from the shelves, taking no more than will safely fit near the scan stations and no more than each scan station can complete within one (1) working day.

Document Processing Agreement



For each book:

3. Avenu will log the first and last pages that exist within the book prior to scanning it.
4. Avenu will review the pages within the book for general condition and note any exceptional conditions that may need to be brought to the attention of the Client.
5. Avenu will use scanner settings that will render 300 dpi grayscale JPGs, which will allow for a secondary QC and virtual re-scan at Avenu's conversion facility.
6. After a book has been scanned, the Avenu scanner operator will log the actual image count created for the book on the scan log.
7. Avenu will perform the first QA review of the images for quality, re-scanning as necessary to achieve conforming image quality standards.
8. Avenu will investigate and remedy as required when image counts for a book do not closely match the expected pages as logged.
9. At the end of each workday, Avenu will return all scanned books to their original location (or the location of Client's choosing).
10. Avenu will not allow any book, whether scanned or not, to remain at the scan station overnight.
11. At Avenu's conversion center, using proprietary digital image transformation tools, Avenu image quality inspectors will view and transform the images rendering standard PDF images to be stored on a data storage medium to be determined by the client. Said data storage will be transferred permanently to the Client for future upload to the Client's local database.
12. Avenu will resolve quality issues such as skew, lack of contrast, and other potential quality concerns using virtual re-scan technology on the grayscale JPGs.
13. For poor quality and Photostat images, Avenu will use its proprietary Digital Magic image enhancement software to render the best possible image.
14. Avenu will fully index the documents from the images of the record books to conform with specifications and practices of Client and their Land Record Recording system. Avenu will include all required indexing fields including but not limited to ALL grantor last names, ALL grantor first names, ALL grantee last names, ALL grantee first names, Deed Value, Instrument type, first page number corresponding to the first page of each document, Date document was recorded in record book, name of book document is recorded in, and a description of the document i.e. property address or map id for deed or encumbrance filing, reference of book and page being released in the encumbrance releases.
15. Avenu will format the indices and images per the Client-provided specifications.

Client Responsibilities

1. Client will provide adequate space, tables, chairs, lighting and electrical outlets for Avenu's scan team to prepare the books and operate the scanning technology.

Document Processing Agreement



2. Client will be available to answer any questions that may arise during the course of the project.
3. Client will provide a FCCO system contact to provide Database schema for format data to be compatible for upload to FCCO.

Client will notify Avenu in writing at any time during the one year term of the Agreement, or up to 90 days after completion of the Agreement of any defect that requires remediation. Client will have ten (10) business days to accept and sign off on the deliverable. Signing for deliverable does not affect Avenu's responsibility to correct any deliverables found up to 90 days from project completion. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. It is anticipated that this project will require no more than four weeks onsite at courthouse and no more than 12 months for completion of the entire project.

B. PAYMENT AND RATES

Avenu will invoice Client for the Services based on the following pricing matrix. Avenu acknowledges that this is a not to exceed budget and will closely monitor and report actual quantities.

ITEM	UNITS	UNIT PRICE	EXTENDED PRICE
SECTION 1			
On-Sight Handling Fee			
Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Digitizing/Scanning Bound Books			
Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Digitizing/Scanning Loose Books			
Automatic Digital Enhancement of Photostats			
Total Section 1			
SECTION 2			
Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Indexing Hand-Written Documents			
Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Indexing Typed Documents			
Total Section 2			
SECTION 3			
Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Uploading Digital Records into Current Software			
Total Section 3			
TOTAL FOR DIGITIZATION, INDEXING AND LOADING PROJECT			
<i>All volumes are estimates. Avenu will invoice for actual volumes produced.</i>			

EXHIBIT “C”

Schedule of Compensation

Total Compensation Shall Not to Exceed – \$45,000

EXHIBIT "D"

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work.

CA - Montebello DPS Agreement No 4005 - Final 8.22.22

Final Audit Report

2022-08-24

Created:	2022-08-24
By:	Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_cCZE3ctYT2yaGqgHJfmWNFI3YcLqwsU

"CA - Montebello DPS Agreement No 4005 - Final 8.22.22" History

 Document created by Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
2022-08-24 - 5:00:11 PM GMT

 Document emailed to carl.kumpf@avenuinsights.com for signature
2022-08-24 - 5:01:31 PM GMT

 Email viewed by carl.kumpf@avenuinsights.com
2022-08-24 - 6:55:22 PM GMT

 Signer carl.kumpf@avenuinsights.com entered name at signing as Carl Kumpf
2022-08-24 - 6:56:30 PM GMT

 Document e-signed by Carl Kumpf (carl.kumpf@avenuinsights.com)
Signature Date: 2022-08-24 - 6:56:32 PM GMT - Time Source: server

 Agreement completed.
2022-08-24 - 6:56:32 PM GMT



ITEM # 19

CITY OF MONTEBELLO CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2023

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2023 (Third Quarter).

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of March 31, 2023 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2021 and 2022 and March 2022 and 2023. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	March 31, 2022	June 30, 2022	March 31, 2023	Var to Same Qtr/Prior Yr
General	53,894,820	70,879,763	78,705,924	90,009,131	19,129,368
Successor Agency	13,524,868	15,852,122	19,405,616	15,503,546	(348,576)
Housing Successor Agency	455,562	632,232	633,672	1,267,992	635,760
Trust & Agency	1,300,657	1,233,945	1,091,804	1,060,417	(173,528)
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564	-
	69,189,471	88,611,627	99,850,581	107,854,650	19,243,023

As of March 31, 2023, total available cash was \$19.243 million greater than the same

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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quarter, prior year, and up versus June 30, 2022. The City's overall cash position has improved over the years. For example, the June balance for the past seven years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110

Comparing March ending balances from prior years, in 2017 overall cash was \$38.693 million, versus \$107.855 million as of March, 2023 – a \$69.162 million improvement in the City's available cash position (LAIF, Bank of the West, etc.), or put another way a 279% increase from six years ago.

The continuing strength of the City's cash position is due to a number of reasons. A primary factor contributing to the additional cash is proceeds from Measure H, the City's $\frac{3}{4}$ cent transaction and use tax. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City has also received new/ one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes.

It should also be noted that monthly cash balances do fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project.

Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past seven years. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past sixteen months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation.

The effective rate of return on the City's investment portfolio as of March 31, 2023 was 1.20%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (May 1) have the 10-year yield at 3.59%, 5-year at 3.64% and the 2-year yield at 4.14%. The inverted yield-curve – where shorter-term

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treasuries have higher yields than longer-term ones despite carrying lower risk – is not often seen, and is often viewed as a harbinger to recession. The majority of the City's idle cash is held in LAIF, with the March yield 2.74%, up from 2.07% in December and nine times the rate in March, 2022.

The City's current investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help the City's idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$1.736 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, at quarter end from June, 2020

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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through March 2023. The changing amounts in available cash illustrate the trends of incoming revenue vs. outgoing expenses throughout the year. The average quarterly balance for the City's checking account since June 2020 is \$10.667 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
		\$ 10,666,850	\$ 46,236,895	\$ 12,034,889

The City's Investment Policy was most recently reviewed and approved by the City Council on June 8, 2022. Prior to that, the policy was reviewed, approved and updated on: June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code, which has been rectified over the last three years. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 101 year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2023.

ATTACHMENT(S)

1. ATTACHMENT A - Cash Report as of 03_31_2023
2. ATTACHMENT B - Portfolio Summary as of 03.31.2023

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MARCH 31, 2023**

BANK OF THE WEST

	Account Number	Account Name	3/31/23
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,267,992.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$1,343,704.32
3	XXXX-71041	City of Montebello	\$2,494,858.18
4	XXXX-00184	City of Montebello - FSA	\$941.74
5	XXXX-XX331	General	\$10,901,393.69
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$747,117.79
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$306,293.63
			<u>\$17,068,365.61</u>

STATE OF CALIFORNIA

	Account Number	Account Name	3/31/23
1	XX-XX-551	General	\$74,876,879.11
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$14,159,841.30
			<u>\$89,036,720.41</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	3/31/23
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Pershing LLC - CDs

	Account Number	Account Name	3/31/23
	CD	Enerbank USA (10/9/19-9/13/23)	\$249,000.00
	CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
	CD	RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
	CD	BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
	CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
	CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
	CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			<u>\$1,736,000.00</u>

Total General Cash/Investments	\$90,009,130.98
Total SA Cash/Investments	\$15,503,545.62
Total HSA Cash/Investments	\$1,267,992.27
Total T&A Cash/Investments	\$1,060,417.15
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$107,854,650.48</u>

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
March 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	78,876,879.11	78,876,879.11	78,876,879.11	97.85	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	1,736,000.00	1,736,000.00	1,736,000.00	2.15	1,658	420	1.755	1.780
Investments	80,612,885.49	80,612,885.49	80,612,885.49	100.00%	37	10	1.302	1.320
Cash, Pending Redemptions and Accrued Interest								
Passbook/Checking (not included in yield calculations)	13,396,251.87	13,396,251.87	13,396,251.87		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	778,566.49	778,566.49	778,566.49					
Subtotal		14,175,525.53	14,175,525.53					
Total Cash, Pending Redemptions and Investments	94,787,703.85	94,788,411.02	94,788,411.02		37	10	1.302	1.320
Total Earnings								
Current Year	March 31	Month Ending	Fiscal Year To Date					
		81,833.79	662,778.98					
Average Daily Balance		107,067,447.56	73,413,497.33					
Effective Rate of Return		0.90%	1.20%					

Reporting period 03/01/2023-03/31/2023

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
██████	200	STATE OF CALIFORNIA		07/01/2019	78,876,879.11	78,876,879.11	78,876,879.11	1.310		1.310	1	
		Subtotal and Average	71,199,459.76		78,876,879.11	78,876,879.11	78,876,879.11			1.310	1	
Savings Accounts												
██████	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
██████	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
██████████	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	193	10/11/2023
██████████	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	165	09/13/2023
██████████	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	767	05/07/2025
██████████	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	566	10/18/2024
██████████	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	523	09/05/2024
██████████	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	193	10/11/2023
██████████	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	536	09/18/2024
		Subtotal and Average	1,736,000.00		1,736,000.00	1,736,000.00	1,736,000.00			1.780	420	
		Total and Average	107,067,447.56		80,612,885.49	80,612,885.49	80,612,885.49			1.320	10	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	13,396,251.87	13,396,251.87	13,396,251.87			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		707.17	707.17				1
				Subtotal		13,396,959.04	13,396,959.04				
Total Cash and Investments			107,067,447.56		94,009,137.36	94,009,844.53	94,009,844.53			1.320	10

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
██████	200	LAIF		07/01/2019	78,876,879.11	78,876,879.11	78,876,879.11	1.310	1	1.310	14,276.57	0.00	
Subtotal and Average			71,199,459.76		78,876,879.11	78,876,879.11	78,876,879.11	1.310	1	1.310	14,276.57	0.00	
Savings Accounts													
██████	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.12	0.00	
██████	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
Subtotal and Average			6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.68	0.00	
Negotiable CDs													
██████	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	193	1.851	2,153.30	0.00	10/11/2023
██████	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	165	1.800	577.13	0.00	09/13/2023
██████	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	767	1.300	1,276.35	0.00	05/07/2025
██████	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	566	1.902	544.39	0.00	10/18/2024
██████	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	523	1.902	2,237.20	0.00	09/05/2024
██████	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	193	1.801	601.69	0.00	10/11/2023
██████	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	536	1.902	2,237.21	0.00	09/18/2024
Subtotal and Average			1,736,000.00		1,736,000.00	1,736,000.00	1,736,000.00	1.778	420	1.780	9,627.27	0.00	
Total and Average			107,067,447.56		80,612,885.49	80,612,885.49	80,612,885.49	1.320	10	1.320	16,357.16	0.00	

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	13,396,251.87	13,396,251.87	13,396,251.87	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		13,396,959.04	13,396,959.04					
Total Cash and Investments			107,067,447.56			94,009,137.36	94,009,844.53	1.132	9	1.132	16,357.16	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	78,876,879.11	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		78,876,879.11	78,876,879.11
Local Agency Investment Funds Totals			78,876,879.11				1.292	1.310		0.00	78,876,879.11	78,876,879.11
Savings Accounts												
██████	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
██████	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
██████	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
██████	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	Received	249,000.00	249,000.00
██████	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
██████	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
██████	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
██████	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
██████	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			1,736,000.00				1.755	1.780		707.17	1,736,000.00	1,736,000.00
Investment Totals			80,612,885.49				1.302	1.320		707.17	80,612,885.49	80,612,885.49

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	13,396,251.87			08/31/2019	0.000	0.000	07/31 - Monthly		13,396,251.87	13,396,251.87
Cash Totals			13,396,251.87							0.00	13,396,251.87	13,396,251.87
Total Cash and Investments			94,009,137.36				1.302	1.320		707.17	94,009,137.36	94,009,137.36

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
March 31, 2023

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
██████████	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
Subtotal					249,000.00
Total Pending Redemptions					778,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
March 1, 2023 through March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.310		17,000,000.00	0.00	
		Subtotal	61,876,879.11			17,000,000.00	0.00	78,876,879.11
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	21,426,920.54	
		Subtotal	34,823,172.41			0.00	21,426,920.54	13,396,251.87
Negotiable CDs								
		Subtotal	1,736,000.00					1,736,000.00
		Total	98,436,057.90			17,000,000.00	21,426,920.54	94,009,137.36

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
March 2022 through March 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2022	18	61,142,328.69	1.317	1.336	1.310	0	0	75	27
April	2022	18	63,157,703.08	1.313	1.331	1.310	0	1	68	25
May	2022	17	57,307,703.08	1.315	1.333	1.310	0	0	74	25
June	2022	16	68,307,703.08	1.311	1.330	1.310	0	0	63	20
July	2022	16	68,418,639.33	1.311	1.330	1.310	0	0	63	19
August	2022	16	62,918,639.73	1.313	1.331	1.310	0	0	68	19
September	2022	16	53,177,639.73	1.313	1.331	1.310	0	3	65	21
October	2022	16	45,387,111.57	1.310	1.328	1.310	0	2	64	23
November	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	24
December	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	22
January	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	14
February	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	13
March	2023	11	80,612,885.49	1.302	1.320	1.310	0	0	37	10
Average		14	59,263,872.92	1.311%	1.329%	1.310	0	0	62	20

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
March 2022 through March 2023

Page 1

Security Type	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU	0.5													
Local Agency Investment Funds	94.3	95.3	94.8	95.7	95.7	95.3	95.8	96.2	95.8	95.8	97.3	97.3	97.9	95.9%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	5.3	4.7	5.2	4.4	4.4	4.7	4.2	3.8	4.2	4.2	2.7	2.7	2.2	4.1%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
March 31, 2023

Page 1

	March 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,163.13	30,392.03
Plus Accrued Interest at End of Period	9,627.27	8,499.62
Less Accrued Interest at Beginning of Period	(8,173.33)	(10,254.48)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	2,617.07	28,637.17
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	2,617.07	28,637.17
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	542,182.41
Plus Accrued Interest at End of Period	6,729.89	6,729.89
Less Accrued Interest at Beginning of Period	(-72,486.83)	(-85,229.51)
Interest Earned during Period	79,216.72	634,141.81
Total Interest Earned during Period	81,833.79	662,778.98
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	81,833.79	662,778.98

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
March 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,159,841.30	14,159,841.30	14,159,841.30	100.00	1	1	0.334	0.339
Investments	14,159,841.30	14,159,841.30	14,159,841.30	100.00%	1	1	0.334	0.339
Cash								
Passbook/Checking (not included in yield calculations)	1,343,704.32	1,343,704.32	1,343,704.32		1	1	0.000	0.000
Total Cash and Investments	15,503,545.62	15,503,545.62	15,503,545.62		1	1	0.334	0.339

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		4,076.87	97,406.00
Average Daily Balance	15,504,291.32		16,456,225.08
Effective Rate of Return		0.31%	0.79%

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Reporting period 03/01/2023-03/31/2023

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Report Ver. 7.3.11

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	14,159,841.30	14,159,841.30	14,159,841.30	0.339		0.339	1	
		Subtotal and Average	14,159,841.30		14,159,841.30	14,159,841.30	14,159,841.30			0.339	1	
		Total and Average	15,504,291.32		14,159,841.30	14,159,841.30	14,159,841.30			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	1,343,704.32	1,343,704.32	1,343,704.32			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			15,504,291.32		15,503,545.62	15,503,545.62	15,503,545.62			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	14,159,841.30	14,159,841.30	14,159,841.30	0.339	1	0.339	-3,720.30	0.00	
Subtotal and Average			14,159,841.30		14,159,841.30	14,159,841.30	14,159,841.30	0.339	1	0.339	-3,720.30	0.00	
Total and Average			15,504,291.32		14,159,841.30	14,159,841.30	14,159,841.30	0.339	1	0.339	-3,720.30	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	1,343,704.32	1,343,704.32	1,343,704.32	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			15,504,291.32		15,503,545.62	15,503,545.62	15,503,545.62	0.310	1	0.310	-3,720.30	0.00

Run Date: 04/03/2023 - 11:52

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SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	14,159,841.30	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,159,841.30	14,159,841.30
Local Agency Investment Funds Totals			14,159,841.30				0.334	0.339		0.00	14,159,841.30	14,159,841.30
Investment Totals			14,159,841.30				0.334	0.339		0.00	14,159,841.30	14,159,841.30

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
March 31, 2023

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	1,343,704.32			08/31/2019	0.000	0.000	09/30 - Monthly		1,343,704.32	1,343,704.32
Cash Totals			1,343,704.32							0.00	1,343,704.32	1,343,704.32
Total Cash and Investments			15,503,545.62				0.334	0.339		0.00	15,503,545.62	15,503,545.62

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
March 1, 2023 through March 31, 2023

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	14,159,841.30					14,159,841.30
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	770.56	
		Subtotal	1,344,474.88			0.00	770.56	1,343,704.32
		Total	15,504,316.18			0.00	770.56	15,503,545.62

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
March 2022 through March 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2022	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
April	2022	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
May	2022	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
June	2022	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
July	2022	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
August	2022	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
September	2022	2	14,038,487.36	0.334	0.339	0.339	0	0	1	1
October	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
November	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
December	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
January	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
February	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
March	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
Average		2	14,068,608.13	0.334%	0.339%	0.339	0	0	1	1

**SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
March 2022 through March 2023**

Page 1

Security Type	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
March 31, 2023

Page 1

	March 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	99,820.20
Plus Accrued Interest at End of Period	-3,720.30	-3,720.30
Less Accrued Interest at Beginning of Period	(-7,797.17)	(-1,306.10)
Interest Earned during Period	4,076.87	97,406.00
Total Interest Earned during Period	4,076.87	97,406.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	4,076.87	97,406.00



ITEM # 20

**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. 23-29 TO TEMPORARILY SUSPEND LIMITATIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 17.54.040(C)(3) FOR NON-CONFORMING BUILDINGS THAT WERE DAMAGED OR PARTIALLY DESTROYED AS A RESULT OF THE MONTEBELLO TORNADO IN ORDER TO FACILITATE REPAIRS ASSOCIATED WITH AFFECTED BUILDINGS**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-29, approving a temporary suspension of the limitations under Montebello Municipal Code Section 17.54.040(C)(3) for Non-Conforming Uses/Buildings that were damaged or partially destroyed as a result of the Montebello tornado; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with approval of the resolution.

BACKGROUND/DISCUSSION:

On March 22, 2023, the City of Montebello experienced a tornado that significantly damaged several buildings located within the City's industrial area. The National Weather Service estimated the tornado's peak wind speed was approximately 110 mph and was recorded to be 50 yards wide. The aftermath of the tornado left approximately seventeen (17) buildings damaged and eleven (11) of those seventeen (17) buildings red-tagged, and unsuitable for occupation, as determined by the City's Building Official.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 2 of 3

ENVIRONMENTAL:

The suspension of code requirements is an administrative activity involving process and therefore, considered exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

ANALYSIS:

In response to the tornado, City staff immediately assembled a tornado recovery taskforce consisting of several government agencies at the County, State and local levels.

On March 28, 2023, a tornado rapid response resource fair was held to connect impacted businesses and employees with appropriate resources needed to facilitate and streamline the rebuilding efforts, including rapid re-employment as needed.

In an effort to facilitate the reconstruction of the buildings that were affected by the tornado, the City desires to temporarily suspend existing limitations set forth under Montebello Municipal Code ("MMC") Section 17.54.040(C)(3), which states that, "if a nonconforming building or structure is damaged or partially destroyed, it may be restored to the condition in which it existed immediately prior to the occurrence of such casualty; provided, that the total reconstruction cost does not exceed thirty-seven (37) percent of the fair market value of the building or structure. In addition, all such construction and/or repair work shall be completed within a period of one year from the date of the occurrence of the casualty."

The above-referenced limitations set forth under Section 17.54.040(C)(3) will be temporarily suspended to pause the following provisions of the MMC from creating impediments to property owners and businesses who wish to rebuild or repair those buildings affected by the Montebello tornado: 1) the thirty-seven percent of fair market value threshold; and 2) the one-year time limit for repair or construction to be completed. The suspension of these regulations will only be applicable to those seventeen (17) buildings that were impacted by the tornado that occurred on March 22, 2023. The Montebello tornado area is generally bounded by Washington Blvd. to the north, Date Street to the south, Maple Avenue to the east, and Vail Avenue to the west. The proposed temporary suspension of restrictions as described in this report and memorialized in Resolution No. 23-29 will be effective for a period of six (6) months from the date of approval of the City Council. Subsequent to this six-month period, the above-referenced provisions of the MMC will be reinstated and become fully effective and enforceable.

SUMMARY:

The proposed action to suspend regulations as specified in MMC Section 17.040.(C)(3) is intended to assist business owners and employees affected by the tornado in effort to help rebuild with minimal disruption to business operations. Staff recommends that the City Council adopt Resolution No. 23-29

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-29 - Temporarily Suspend Nonconforming Provisions for Property in the Tornado Zone

NEXT STEPS:

N/A

RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, TO TEMPORARILY SUSPEND LIMITATIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 17.54.040(C)(3) FOR NON-CONFORMING BUILDINGS THAT WERE DAMAGED OR PARTIALLY DESTROYED AS A RESULT OF THE MONTEBELLO TORNADO IN ORDER TO FACILITATE REPAIRS ASSOCIATED WITH AFFECTED BUILDINGS

RECITALS

WHEREAS, the City of Montebello (“City”) experienced the strongest tornado in Los Angeles County history in 40 years with 110 mile-per-hour winds on March 22, 2023; and

WHEREAS, this tornado was recorded to be 50 yards wide and left approximately seventeen (17) buildings damaged and eleven (11) of those structures were red-tagged within the City’s industrial zone; and

WHEREAS, Section 17.54.040(C)(3) of the Montebello Municipal Code (“MMC”) states that, “if a nonconforming building or structure is damaged or partially destroyed, it may be restored to the condition in which it existed immediately prior to the occurrence of such casualty; provided, that the total reconstruction cost does not exceed thirty-seven percent of the fair market value of the building or structure. In addition, all such construction and/or repair work shall be completed within a period of one year from the date of the occurrence of the casualty.”; and

WHEREAS, in order to facilitate the repair of damaged and destroyed businesses and buildings in an expeditious manner, the City desires to temporarily suspend the limitations set forth under MMC Section 17.54.040(C)(3) for a period of 6 months from the date of adoption of this Resolution; and

WHEREAS, the limitations set forth under this Section that will be suspended include (a) the thirty-seven percent of fair market value threshold and (b) the one year time limit for repair or construction to be completed; and

WHEREAS, this suspension will only apply to those buildings that were damaged or partially destroyed as a result of the Montebello tornado that occurred on March 22, 2023; and

WHEREAS, Government Code section 36935 requires a resolution to be adopted or made only at a regular meeting or at a special meeting for which the notice of such special meeting specifies the business to be transacted; and

WHEREAS, Government Code section 36936 requires a recorded majority vote of the total membership of the City Council to adopt a resolution; and

RESOLUTION NO. 23-29

Page 2 of 3

WHEREAS, the City Council finds that the suspension of such limitations under MMC Section 17.54.040(C)(3) is necessary for the repair and operation of Montebello businesses affected by this natural disaster, is in the best interest of the City and is consistent with the City's General Plan; and

WHEREAS, as a result of the facts and findings mentioned herein, the City of Montebello wishes to temporarily suspend the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado.

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

SECTION 1. The City Council, after consideration of the staff presentation and discussion, hereby finds that the above recitals are true and correct and incorporate them herein by this reference in support of its findings.

SECTION 2. The City Council further finds that the temporary suspension of the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado is necessary for the repair and operation of Montebello businesses affected by this natural disaster and is consistent with the City's General Plan.

SECTION 3. The City Council further finds that it is in the best interest of the City of Montebello to temporarily suspend the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado.

SECTION 4. The City Council further finds that the suspension of these limitations is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The suspension of code requirements is an administrative activity involving process and does not have a physical impact in the environment.

SECTION 5. For the reasons stated herein, the temporary suspension of the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado, is hereby ordered.

SECTION 6. The City Clerk is hereby authorized and directed to record this Resolution declaring vacation of the subject reserve habitat open space in Exhibit A in the Office of the Los Angeles County Recorder.

APPROVED AND ADOPTED THIS 10TH DAY OF MAY 2023.

RESOLUTION NO. 23-29

Page 3 of 3

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. 23-29 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 10th day of May 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 21

**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. 3 TO AGREEMENT NO. 3444 WITH JOHNSON CONTROLS, INC FOR CITYWIDE HVAC MAINTENANCE AND REPAIRS

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3444 with Johnson Controls for Citywide Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair increasing the annual contract amount for Fiscal Year 2022-23 by \$75,000 to a total of \$204,052; and
2. Authorize the City Manager to execute Amendment No. 3 on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$56,250 in Account No. 100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Building Maintenance/Repairs), and \$18,750 in Account No. 600-90-915-6040.60 (Transit, Corporate Shops, Building Maintenance/Repairs), and;
4. Authorize the issuance of an RFP for Citywide HVAC Maintenance and Repair services; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff is recommending approval of Amendment No. 3 to Agreement No. 3444 with Johnson Controls Inc. (JCI) to increase the contract amount for Fiscal Year 2022-23 by seventy-five thousand dollars (\$75,000). This will bring the total not-to-exceed annual cost for Fiscal Year 2022-23 to two hundred four thousand and fifty-two dollars (\$204,052).

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

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Additional appropriations to the Fiscal Year 2022-23 Budget are needed to continue the monthly HVAC maintenance and repair services at various City facilities until the end of the contract term and to fund necessary repairs outside of the scope of the contract. Staff will be issuing an RFP for this service since the contract with JCI is nearing the end of the 5-year term.

BACKGROUND/DISCUSSION:

On April 5, 2018, after issuing Request for Proposals No. 18-44 ("RFP 18-44"), the City awarded a contract to Johnson Controls to provide Citywide HVAC Maintenance and Repair Services on June 11, 2018. On July 10, 2019, City Council approved Amendment No. 1 to add funds for as-needed repairs to the contract. On June 23, 2021, the City Council approved Amendment No. 2 to add an additional two (2) years to the contract and expand the contract scope to include the Police Department for a total annual compensation of \$129,052. Johnson Controls has and continues to demonstrate the ability, knowledge and experience to provide the HVAC maintenance and repair services for the City.

Many of the HVAC systems at various City facilities are well passed their expected service life and have required significant repairs throughout the current Fiscal Year that are beyond the scope of the current agreement. These repairs are critical to keeping City facilities comfortable and in good and safe working condition for employees and patrons.

Some examples of the various maintenance repairs completed are as follows: 1) The HVAC system at the Holified Library required a new variable frequency drive (VFD); 2) The HVAC system at the Cathy Hensel Youth Center required replacement of worn fan belts to provide heating to the childcare program and after-school programs; 3) The communication building that houses electronics for the 911 dispatch system required a new blower motor; 4) The Police Department air handler required new bearings and pulleys, to avoid severe damage to the unit. These are examples of required repairs and replacements to various HVAC systems that Johnson Controls has performed under the service contract during the current Fiscal Year. City-owned facilities have now returned to full operational capacities and an increase in use combined with aging facilities and equipment has resulted in an increase in the need for HVAC repairs. Additional funds are requested to increase the contract amount to continue daily operations.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve Amendment No. 3 to Agreement

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 3 of 3

No. 3444 with Johnson Controls to provide Citywide HVAC Maintenance and Repair, including increasing the agreement by seventy-five thousand dollars (\$75,000) for the current Fiscal Year and authorizing the City Manager to execute Amendment No. 3 on behalf of the City, and amend the Fiscal Year 2022-23 budget by increasing appropriations by \$56,250 in Account No. 100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Building Maintenance/Repairs) and \$18,750 in Account No. 600-90-915-6040.60 (Transit Fund, Corporate Shops, Building Maintenance/Repairs). Since the term for the agreement with JCI is approaching the end of the fifth year, staff will be issuing a Request for Proposals for this service.

ATTACHMENT(S)

1. Attachment A - Agreement No. 3444 - Amendment No. 3
2. Attachment B - Agreement No. 3444 and Amendments No. 1 and 2

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT NO. 3444
WITH JOHNSON CONTROLS**

This Amendment No. 3 to the Professional Services Agreement ("Amendment No. 3"), is made and entered into this 10th day of May 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Johnson Controls, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Citywide HVAC Maintenance and Repair by and between the City of Montebello and Johnson Controls Inc., dated June 13, 2018 ("Agreement"), pursuant to which City retained Consultant to provide Citywide HVAC Maintenance and Repair, as further described in the Agreement; and

WHEREAS, the Parties entered into Amendment No. 1 on July 10, 2019 as authorized by the Agreement; and

WHEREAS, the Parties entered into Amendment No. 2 on June 23, 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) revising the compensation due to the expanded scope of work; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, 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. CONSULTANT shall be compensated for the rendered services as set forth in Exhibit 1 of the Agreement in an annual amount not-to-exceed \$204,052 for Fiscal Year 2022-23. 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."

AMENDMENT NO. 3 TO AGREEMENT NO. 3444

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 3, 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. 3 and the provisions of the Agreement, the provisions of this Amendment No. 3 shall control.

[END OF AMENDMENT NO. 3]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 3 TO AGREEMENT NO. 3444

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 3 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

JOHNSON CONTROLS, INC.

René Bobadilla, City Manager

Brian E. Tansey, Area Service Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
 PROFESSIONAL SERVICES AGREEMENT NO. 3444
 BY AND BETWEEN
 CITY OF MONTEBELLO
 AND
 JOHNSON CONTROLS , INC.

THIS AGREEMENT ("Agreement") is made and entered into on **June 13, 2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and JOHNSON CONTROLS, INC. (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 HVAC Maintenance and Services at various city-owned buildings 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 for Citywide HVAC Maintenance and Repairs (April 5, 2018) ("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 a turnkey design-build project as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire 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.

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 of interpretation of any of

its provisions.

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

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

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

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

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

SECTION 21. NOTICE.

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

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@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.

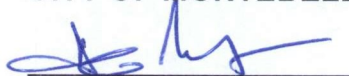
CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further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



Andrew G. Pasmant
Acting City Manager

Dated: 7/24/18

ATTEST:



Irma Barajas
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

CONTRACTOR



Timothy Junior
Area Service Manager

Dated: 7-18-18

AGREEMENT NO. 3444

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3444) BY AND BETWEEN THE CITY OF MONTEBELLO AND JOHNSON CONTROLS, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and JOHNSON CONTROLS, INC., ("**First Amendment**") is entered into this 10th day of July 2019 ("Effective Date"), by and between Johnson Controls, Inc., ("**Contractor**") and the City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain agreement for HVAC Maintenance and Repairs by and between the City of Montebello and Johnson Controls, Inc., dated June 13, 2018 (the "**Agreement**"), pursuant to which City retained Contractor to provide annual HVAC Maintenance and Repairs, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to add additional maintenance services to the contract and budget for as-needed repairs, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

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 First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed \$86,285.00.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, 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 Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

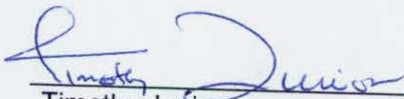
IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO



Paul Talbot
Interim City Manager

JOHNSON CONTROLS, INC.



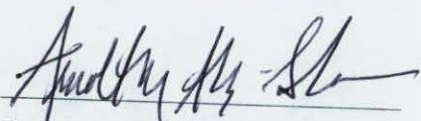
Timothy Junior
~~President~~ Area Service Manager

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO
AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3444
WITH JOHNSON CONTROLS, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 23rd day of June 2021, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Johnson Controls, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Citywide HVAC Maintenance and Repair by and between the City of Montebello and Johnson Controls, Inc., dated June 13, 2018 ("Agreement"), pursuant to which City retained Consultant to provide Citywide HVAC Maintenance and Repair, as further described in the Agreement; and

WHEREAS, the Parties entered into Amendment No. 1 in July of 2019 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 June 12, 2021 to June 11, 2023, (ii) expand the scope of work to include services to the City's Police Department facility, 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 Consultant 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:

AMENDMENT NO. 2 TO AGREEMENT NO. 3444

Page 2 of 3

“C. CONTRACTOR shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not-to-exceed \$127,900 for Fiscal Yea (FY) 21/22 and \$129,052 for FY 22/23. 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.”

SECTION 2. Section 2 of the Agreement Term is amended to read as follows:

“2. Term. The term of this Agreement shall commence on June 12, 2021 and shall continue in full force and effect through and including June 11, 2023, 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 PAGE]

AMENDMENT NO. 2 TO AGREEMENT NO. 3444

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")

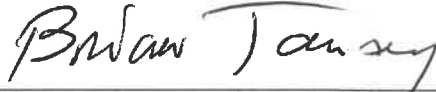
CITY OF MONTEBELLO



René Bobadilla, City Manager

("CONSULTANT")

JOHNSON CONTROLS, INC.



Brian E. Tansey, Area Service Manager

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney



ITEM # 22

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

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVAL TO SUBMIT GRANT APPLICATION TO THE SOUTHERN CALIFORNIA GAS COMPANY (SoCalGas) PLANNING GRANTS TO SUPPORT CLIMATE ADAPTATION AND RESILIENCY**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve submission of a grant application for the SoCalGas Planning Grants to Support Climate Adaptation and Resiliency; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Southern California Gas Company (SoCalGas) Planning Grants to Support Climate Adaptation and Resiliency program is accepting applications for Fiscal Year 2022-23. Grant awards are up to \$50,000. If the City is successful in this grant application and is awarded funding, and once the amount of funding is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND/DISCUSSION:

The Southern California Gas Company (SoCalGas) Planning Grants to Support Climate Adaptation and Resiliency program was created by the shareholder-funded initiative to support local planning efforts to help prepare for and recover from climate change risks, such as extreme heat, wildfires, drought, subsidence, sea level rise, flooding, and mudslides.

In 2023, SoCalGas plans to award grants up to \$50,000 through a competitive process. An advisory panel of planning and sustainability experts will select the winning

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 2 of 3

applications from across Southern and Central California. Local governments and tribal communities that are participating in climate vulnerability assessments, climate adaptation, and resiliency plans, emergency management, or updating their local hazard mitigation plans to address climate adaptation are eligible to apply.

The application submission period for this grant began on April 15, 2023, and ends at 5 p.m. on June 2, 2023. Successful applicants will be funded commencing in 2024-2025. Eligible proposals include projects or programs that address the local challenges of preparing vulnerability assessments, climate adaptation, and resiliency plans, and local hazard mitigation plans. Grant proposals will be assessed according to the following criteria:

1. **DISADVANTAGED COMMUNITIES:** SoCalGas encourages applicants to address vulnerabilities in disadvantaged and underserved communities.
2. **COLLABORATION:** the extent to which the grant proposal reflects coordination and partnerships with a diverse range of stakeholders (energy/water utilities, transportation, housing, etc.)
3. **CO-BENEFITS:** identify potential co-benefits of the adaptation work, such as benefits to public health, air quality, reductions in greenhouse gas emissions, and positive economic impact.

This grant will complement the City's efforts in preparing and developing the Local Hazard Mitigation Plan (LHMP) and the current approved Emergency Management Plan.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of a grant proposal application for the Southern California Gas Company (SoCalGas) Planning Grants to Support Climate Adaptation and Resiliency. Should the City be successful in receiving the grant, subsequent City Council action will be presented to appropriate the grant funds and provide details on the exact use of the funding.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 10, 2023

Page 3 of 3

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 23

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

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

**SUBJECT: ACKNOWLEDGE SUBMITTAL OF GRANT APPLICATION TO THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE
ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION
(SAMHSA)**

DATE: May 10, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Acknowledge submission of a grant application in the amount of 2.5 million dollars for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Fiscal Year 2023 program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Treatment (CSAT) is accepting applications for its Fiscal Year 2023 grant program. This grant is due on May 5, 2023, before the City Council meeting of May 10, 2023. Due to the deadline of this funding opportunity to fund the proposed collaboration effort the grant was submitted prior to bringing the item to City Council to avoid missing the opportunity for a large grant award to assist in providing local mental health treatment and supportive services. This grant program is for treatment for individuals with serious mental illness, serious emotional disturbance, or co-occurring disorders experiencing homelessness (Short Title: Treatment for Individuals Experiencing Homelessness- TIEH). If the City is successful in this grant application and is awarded funding in the amount of 2.5 million or an amount of funding is determined , staff will return to the City Council with a request to appropriate the funds.

BACKGROUND/DISCUSSION:

The Substance Abuse and Mental Health Services Administration (SAMHSA) is the agency within the U.S. Department of Health and Human Services (HHS) that leads public health efforts to advance the behavioral health of the nation and to improve the lives of individuals living with mental and substance use disorders. Congress established the SAMHSA in 1992 to make substance use and mental disorder information, services, and research more accessible. The goal of this agency is to lead public health and service delivery efforts that promote mental health, prevent substance misuse, and provide treatment and support to foster recovery while ensuring equitable access and better outcomes.

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), accepted applications for the Treatment for Individuals Experiencing Homelessness grant program until Friday, May 5. The total amount of available announced for availability is \$15,842,993. The purpose of this program is to provide comprehensive, coordinated and evidenced-based services for individuals, youth and families with a serious mental illness (SMI), serious emotional disturbance (SED) or co-occurring disorder (COD) who are experiencing homelessness.

Epidemiological studies have consistently found that 25–30% of homeless persons have a severe mental illness such as schizophrenia that has resulted in homelessness, housing instability and other mental health issues. In January 2023, SAMHSA announced a total of \$15,842,993 in available funding had been allocated for the TIEH Program for Fiscal Year 2023. Successful applicants will be funded for a five-year grant project cycle from September 30, 2023 to October 30, 2028.

If awarded, recipients will be expected to 1) engage and connect the population of focus to behavioral health treatment, case management, and recovery support services; 2) assist with identifying sustainable permanent housing by collaborating with homeless services organizations and housing providers, including public housing agencies; and 3) provide case management that includes care coordination/service delivery planning and other strategies that support stability across services and housing transitions. With this program, SAMHSA aims to further expand opportunities to improve access to and delivery of coordinated, comprehensive mental health services and improve housing stability.

SAMHSA funds will support three primary types of activities:

1. Behavioral health outreach, treatment, and recovery-oriented services;
2. Coordination of housing and services to support the implementation and/or enhance long-term sustainability of integrated community systems that provide permanent housing and supportive services;
3. Efforts to engage and connect individuals with SUD or COD, who are experiencing homelessness to resources for health insurance, Medicaid, and mainstream benefits programs (e.g., Supplemental Security Income (SSI)/ Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), etc.)

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The City, in partnership with the San Gabriel Valley Council of Governments (SGVCOG), the San Gabriel Valley Regional Housing Trust (SGVRHT), and the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) will collaborate in developing an integrated approach to providing mental health treatment and supportive services to those who are identified as unhoused, experiencing substance abuse and/or mental health conditions. Services will include behavioral counseling, residential treatment services, crisis services, peer support specialist services, transportation, and coordination of long-term housing solutions through the Operation Stay Safe Project.

This funding will address chronic behavioral health conditions that are exacerbated by the use of substances and/or dealing with a mental health diagnosis while experiencing homelessness. This funding would provide additional financial resources and increase access to licensed and certified substance-use and behavioral treatment services and will support Public Safety (Fire and Police) with an overall goal to increase access to services, decrease barriers to care and better serve and protect the community.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

That the City Council acknowledge submission of a grant proposal application for the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Mental Health Services (CMHS) Treatment for Individuals Experiencing Homelessness grant program. Should the City be successful in receiving the grant, subsequent City Council action will be presented to appropriate the grant funds and provide details on the exact use of the funding.

ATTACHMENT(S)

1. SAMHSA Notice of Funding Opportunity (NOFO) No. SM-23-006

NEXT STEPS:

N/A

**Department of Health and Human Services
Substance Abuse and Mental Health Services
Administration**

FY 2023

**Treatment for Individuals with Serious Mental Illness,
Serious Emotional Disturbance, or Co-Occurring
Disorders Experiencing Homelessness**

**(Short Title: Treatment for Individuals Experiencing
Homelessness)**

(Modified Announcement)

Notice of Funding Opportunity (NOFO) No. SM-23-006

Assistance Listing Number: 93.243

Key Dates:

Application Deadline	Applications are due by May 5, 2023.
Intergovernmental Review (E.O. 12372)	Applicants must comply with E.O. 12372 if their state(s) participate(s). Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	Applicants must send the PHSIS to appropriate state and local health agencies by the administrative deadline. Comments from the Single State Agency are due no later than 60 days of the application deadline

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EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), is accepting applications for the Treatment for Individuals Experiencing Homelessness program. The purpose of this program is to provide comprehensive, coordinated and evidenced-based services for individuals, youth, and families with a serious mental illness (SMI), serious emotional disturbance (SED) or co-occurring disorder (COD) who are experiencing homelessness or at imminent risk of homelessness (e.g., people exiting jail or prison without a place to live). Recipients will be expected to 1) engage and connect the population of focus to behavioral health treatment, case management, and recovery support services; 2) assist with identifying sustainable permanent housing by collaborating with homeless services organizations and housing providers, including public housing agencies; and 3) Provide case management that includes care coordination/service delivery planning and other strategies that support stability across services and housing transitions. With this program, SAMHSA aims to further expand opportunities to improve access to and delivery of coordinated, comprehensive mental health services and improve housing stability.

Funding Opportunity Title:	Treatment for Individuals with Serious Mental Illness, Serious Emotional Disturbance, or Co-Occurring Disorders Experiencing Homelessness (Short Title: TIEH)
Funding Opportunity Number:	SM-23-006
Due Date for Applications:	May 5, 2023
Estimated Total Available Funding:	\$15,842,993
Estimated Number of Awards:	21
Estimated Award Amount:	Up to \$1 million per year per award for States and Territories Up to \$500,000 per year per award for political subdivisions of states; Indian tribes or tribal organizations; health facilities operated by or in accordance with a contract or grant with the Indian Health Service; or public or private non-profit entities.
Cost Sharing/Match Required:	No
Anticipated Project Start Date:	September 30, 2023
Anticipated Award Date:	August 31, 2023

Length of Project Period:	Up to 5 years
Eligible Applicants:	Eligible applicants are States and Territories, including the District of Columbia, political subdivisions of States, Indian tribes, or tribal organizations (as such terms are defined in section 5304 of title 25), health facilities, or programs operated by or in accordance with a contract or award with the Indian Health Service, or other public or private non-profit entities. [See Section III-1 for complete eligibility information.]
Authorizing Statute:	Section 520A, 42.U.S.C. §290bb–32, as amended

Be sure to check the SAMHSA website periodically for any updates on this program.

All applicants MUST be registered with NIH's [eRA Commons](#), [Grants.gov](#), and the System for Award Management ([SAM.gov](#)) in order to submit this application. The process could take up to six weeks. (See [Appendix A](#) of this NOFO for all registration requirements).

If you are not currently registered with the eRA Commons, Grants.gov, and/or SAM.gov, you MUST begin the registration process immediately. If you are already registered in these systems, please confirm your SAM registration is still active and you are able to access your Grants.gov and eRA Commons accounts.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- The applicant organization MUST be registered in NIH's eRA Commons;
AND
- The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.

No exceptions will be made.

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

I. PROGRAM DESCRIPTION

1. PURPOSE

The purpose of the Treatment for Individuals Experiencing Homelessness (TIEH) program is to provide comprehensive, coordinated and evidenced-based services for individuals, youth, and families with a serious mental illness (SMI), serious emotional disturbance (SED) or co-occurring disorder (COD) who are experiencing homelessness or at imminent risk of homelessness (e.g., people exiting jail or prison without a place to live). Epidemiological studies have consistently found that about 25–30% of homeless persons have a severe mental illness such as schizophrenia.¹ Recipients will be expected to 1) engage and connect the population of focus to behavioral health

¹ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7525583/#ref2>

treatment, case management, and recovery support services; 2) assist with identifying sustainable permanent housing by collaborating with homeless services organizations and housing providers, including public housing agencies; and 3) Provide case management that includes care coordination/service delivery planning and other strategies that support stability across services and housing transitions. With this program, SAMHSA aims to further expand opportunities to improve access to and delivery of coordinated, comprehensive mental health services and improve housing stability.

African Americans and indigenous people (including Native Americans and Pacific Islanders) remain considerably overrepresented among the homeless population compared to the U.S. population. People identifying as black or African American accounted for 39 percent of all people experiencing homelessness and 53 percent of people experiencing homelessness as members of families with children but are 12 percent of the total U.S. population. Together, American Indian, Alaska Native, Pacific Islander and Native Hawaiian populations account for one percent of the U.S. population, but five percent of the homeless population and seven percent of the unsheltered population.²

Lastly, 33 percent of youth accessing homelessness services identified as LGBTQ according to a recent survey of service providers. This indicates that LGBTQ youth have a 120 percent increased risk of experiencing homelessness compared to youth who identify as heterosexual and cisgender.³

SAMHSA funds will support three types of activities for clients experiencing homelessness: (1) integrated behavioral health treatment and other recovery-support services; (2) efforts to engage and connect clients to enrollment resources for health insurance, Medicaid, and mainstream benefits (e.g., Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), SSI/SSDI Outreach Access and Recovery (SOAR) Program, etc.); and (3) coordination of housing and services that support sustainable permanent housing.

Treatment for Individuals Experiencing Homelessness awards are authorized under Section 520A, 42.U.S.C. §290bb–32, as amended.

² Refer to the HUD 2021 Annual Homeless Assessment Report (AHAR) to Congress for further information about the current state of Homelessness in the United States at <https://www.huduser.gov/portal/sites/default/files/pdf/2021-AHAR-Part-1.pdf>.^{Ibid.}

³ <https://homelesslaw.org/wp-content/uploads/2020/02/2019-State-Index.pdf>

2. KEY PERSONNEL

Key personnel are staff members who must be part of the project regardless of whether or not they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect SAMHSA's expectation of diversity, equity, and inclusion in the selection of staff.

Key Personnel for this program are the Project Director (50 percent minimum level of effort), and the Evaluator (25 percent minimum level of effort). The Project Director is responsible for oversight of the entire project. The Evaluator is responsible for tasks related to GPRA data collection and other evaluation activities to demonstrate the effectiveness of the grant project's goals and objectives.

If awarded, recipients will be notified by SAMHSA about whether the individuals designated for these positions have been approved. If recipients need to replace a Key Personnel during the project period, the individual proposed for the vacant position requires prior approval by SAMHSA after a review of the credentials of the staff member and the job description.

3. REQUIRED ACTIVITIES

Required activities are the activities that every award recipient must implement. They must be reflected in the Project Narrative of your application. This is in response to [Section V](#) of this NOFO.

Project implementation is expected to begin by the fourth month of the award. **In the Project Narrative (B.1), applicants must indicate the total number of unduplicated individuals that will be served each year of the award and over the total project period. Award recipients are expected to achieve the numbers that are proposed.**

Award recipients must use SAMHSA's funds to support direct services primarily. This includes the following activities:

- Identify and implement outreach and other types of engagement strategies to identify individuals, youth, and families who have SMI, SED, or COD who are experiencing homelessness (including encampments), or are at imminent risk of homelessness, who could benefit from enrollment in TIEH.
- Develop and implement a service delivery plan that addresses the following:
 - Screening for mental health, substance use, or co-occurring disorders.
 - Enrollment in TIEH and referral to mental health and substance use disorder treatment.
 - Delivery of trauma-informed, culturally competent, client-centered, evidence-based, and integrated mental health and substance use services in collaboration and consultation with medical care providers. Treatment must be provided in outpatient, intensive outpatient, short-term residential, or

recovery housing programs. Short-term residential programs must be for 30 days or less in duration and at a cost of no more than 5 percent of the total annual award. Special attention should be paid to underserved populations.

- Case management, care coordination, and supports for TIEH-enrolled individuals for linkages to housing and other necessary services, including a focus on supporting stability across service and housing transitions and during other critical periods (e.g., discharge from inpatient or residential treatment).
 - Use of telehealth and/or telemedicine services.
 - Peer-related supports and services (e.g., peer-led or peer-supported activities, hiring of staff with lived experience).
 - Referrals for individuals and families not eligible for enrollment and follow-up after referral to ensure connection to services and housing.
- Hire staff that represent the population of the community (see Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standard 3);
 - Translate tools and resources available to recipients of services (see CLAS Standards 5-8);
 - Provide, increase, or enhance access to services for people of all racial/ethnic/marginalized groups in the community,
 - Create conflict and grievance resolutions processes that are culturally and linguistically appropriate (CLAS standard 14).
 - Enroll eligible individuals in health insurance, Medicaid, and other mainstream benefits (e.g., publicly-funded assistance).
 - Provide or ensure linkage to and support engagement with recovery support services to improve access to and retention in services and to continue treatment gains (e.g., vocational rehabilitation; childcare, educational, and transportation services; independent living skills (e.g., budgeting, financial education); occupational therapy; and psychosocial rehabilitation services).
 - Assist with identifying sustainable permanent housing by collaborating with homeless services organizations and housing providers, including public housing agencies. Coordinate with local HUD Continuums of Care (CoCs)⁴ to enroll individuals in the local CoC Coordinated Entry System (CES).

⁴ https://www.hud.gov/program_offices/comm_planning/coc

- Coordinate with crisis and 988 systems to connect people in crisis who are experiencing homelessness or at risk of imminent homelessness to services and housing.
- Utilize or establish a culturally and linguistically diverse steering committee that meets at least quarterly to monitor the goals outlined in the program. Membership must be comprised of, at a minimum; local or regional representatives from substance abuse and mental health authorities, Medicaid agency, health department, public housing authorities; service providers; community members, employees, individuals (including youth) and/or families who are currently experiencing homelessness or have experienced homelessness and are recovering from SUDs or CODs; and the SAMHSA Government Project Officer (GPO). Recipients are encouraged to add additional members based on the goals, objectives, or specific population of focus of the project (e.g., criminal justice, veterans' affairs).

4. ALLOWABLE ACTIVITIES

Allowable activities are an allowable use of funds but are not required. Allowable activities may include:

- Create and maintain a stakeholder map to identify and prioritize engagement of key stakeholders, recognize coverage and or gaps in homeless services, strengthen connection and collaboration, and enhance consumer linkage to mental health and homeless services.
- Implement outreach strategies that provide HIV and hepatitis screening and effectively educate target populations on HIV and hepatitis screening, treatment, and prevention services. Refer identified clients to providers of appropriate treatment and prevention services and follow-up on the provision of services.
- Implement and provide training on the [Behavioral Health Guide for Implementing the National CLAS Standards](#) to service providers to increase awareness and acknowledgment of differences in language, age, culture, racial and ethnic disparities, socio-economic status, religious beliefs, sexual orientation and gender identity, and life experiences in order to improve the inclusiveness of the service delivery environment and ultimately improve behavioral health outcomes.
- Provide activities that address behavioral health disparities and the social determinants of health.
- Implement efforts aligned to the award that may expand diversity equity, inclusion, and accessibility.
- Use data to understand who is served and disproportionately served (e.g., overserved or underserved).
- Develop and implement outreach and referral pathways that engage/target all demographic groups representative of your community.

Infrastructure Development optional allowable activity (maximum 15 percent of the total award for the budget period)

Although awards for the provision of services must be used primarily for direct services, SAMHSA recognizes that infrastructure changes may be needed to implement the services or improve their effectiveness. You may use no more than 15 percent of the total award for the types of infrastructure development listed below, if necessary, to support the direct service expansion of the project. You must describe in Section B of your Project Narrative the use of funds for infrastructure activities which may include:

- Developing partnerships with other providers for service delivery and stakeholders serving the population of focus, including those working with underserved and diverse populations.
- Training/workforce development to help your staff or other providers in the community identify mental health or substance abuse issues, implement evidence-based practices, or provide effective culturally and linguistically competent services consistent with the purpose of the program.
- Policy development to support needed service system improvements (e.g., rate-setting activities, establishment of standards of care, adherence to the [Behavioral Health Guide for the National Standards for Culturally and Linguistically Appropriate Services \(CLAS\) in Health and Health Care](#), development/revision of credentialing, licensure, or accreditation requirements)⁵

5. USING EVIDENCE-BASED PRACTICES

SAMHSA's awards for the provision of services are intended to fund services or practices that have a demonstrated evidence base and that are appropriate for the population(s) of focus. An evidence-based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by documented research evidence. Applicants are encouraged to visit the SAMHSA Evidence-Based Practice Resource Center (www.samhsa.gov/ebp-resource-center) and SAMHSA's National Network to Eliminate Disparities in behavioral health (NNED) (<https://nned.net/>) to identify evidence-informed and culturally appropriate mental illness and substance use prevention and treatment practices that can be implemented in your project.

⁵ For purposes of this NOFO efforts do not include activities designed to influence the enactment of legislation, appropriations, regulations, administrative actions, or Executive Orders ("legislation and other orders") proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, and recipients may not use federal funds for such activities. This restriction extends to both grassroots lobbying efforts and direct lobbying. However, for state, local, and other governmental recipients, certain activities falling within the normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are not considered impermissible lobbying activities and may be supported by federal funds.

Both researchers and practitioners recognize that EBPs are essential to improving the effectiveness of treatment and prevention services. While SAMHSA realizes that EBPs have not been developed for all populations and/or service settings, application reviewers will closely examine proposed interventions for evidence base and appropriateness for the population of focus. If an EBP(s) exists for the population(s) of focus and types of problems or disorders being addressed, the expectation is that EBP(s) will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions may be implemented in the delivery of services.

In your Project Narrative, in response to Section C of [Section V](#) of this NOFO, you will need to identify the evidence-based practice(s) and/or interventions that are evidence-informed and/or culturally promising that are appropriate or can be adapted to meet the needs of your specific population(s) of focus. You must discuss the population(s) for which the practice(s) has (have) been shown to be effective and document that it is (they are) appropriate for your population(s) of focus. You must also address how these interventions will improve outcomes and address how you will monitor and ensure the fidelity of EBPs and other appropriate interventions. In situations where an EBP is appropriate but requires additional culturally-informed engagement practices, this should be discussed in the application.

6. DATA COLLECTION/PERFORMANCE MEASUREMENT AND PROJECT PERFORMANCE ASSESSMENT

Data Collection/Performance Measurement

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in your Project Narrative in response to [Section E](#): Data Collection and Performance Measurement in [Section V](#) of this NOFO.

Award recipients are required to submit data into SAMHSA's Performance Accountability and Reporting System (SPARS). SPARS access and training and technical assistance will be provided upon award.

TIEH recipients are required to report performance on both National Client Level Outcomes and Infrastructure Development, Prevention, and Mental Health Promotion (IPP) Indicators.

National Client Level Outcomes data will be gathered using a uniform data collection tool provided by SAMHSA. An example of the required data collection tool can be found at <https://spars.samhsa.gov/sites/default/files/2022-09/CMHSNOMSToolEnglish.pdf>. These data must be collected at baseline (i.e., the

client's entry into the project), six months post baseline, and discharge. Data will be collected on:

- Behavioral Health Diagnosis(es)
- Demographic data
- Functioning in everyday life
- Stability in Housing
- Education and Employment
- Criminal and Criminal Justice Status
- Perception of Care
- Social Connectedness

You will also be expected to collect and report on the following IPP data quarterly through SPARS, tool available at <https://spars.samhsa.gov/sites/default/files/2022-09/IPP%20Results%20Form.pdf>:

- The number of individuals screened for mental health or related interventions
- The number and percentage of individuals receiving mental health or related services after referral.
- The number of communities that enhance health information sharing for provision of services between agencies and programs.
- The number of organizations collaborating/coordinating/sharing resources with other organizations as a result of the grant.

The collection of these data enables SAMHSA to report on key outcome measures relating to the program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, retention, service use, and outcomes nationwide.

Performance data will be reported to the public as part of SAMHSA's Congressional Budget Justification.

A program evaluation may be required at the start of Year 5 to build the evidence base for this program. Recipients are required to participate fully in all aspects of the evaluation. This may include collection of additional client-level data and participation of sub-recipients. Details on the evaluation, including type of evaluation and research questions, will be provided at a later date.

Project Performance Assessment

In addition, recipients are required to report on their progress addressing the goals and objectives identified in your Project Narrative. Recipients must periodically review the

performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their project. The project performance assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project.

Award recipients are also expected to collect and report on the following data in the annual project performance report:

- Services level data on the number of people reached or served for each of the program activities and information on the referrals made and housing placement disaggregated by race and ethnicity, and sexual gender minority status where possible (if appropriate);
- Systems level data on strategies, collaborations, training, and organizational changes made to implement the program activities, including linkages with local homeless Coordinated Entry systems for individuals and families served.

Performance assessments should be used to determine whether your project is having/will have the intended impact on behavioral health disparities. Recipients should also review the behavioral health Disparities Impact Statement (DIS) submitted within the first two months of the award. See [Section VI.3](#) for information on required progress reports.

Note: See [Appendix E](#) and [Appendix F](#) of this NOFO for more information on responding to this section.

7. OTHER EXPECTATIONS

SAMHSA Values That Promote Positive Behavioral Health

SAMHSA expects recipients to use funds to implement high quality programs, practices, and policies that are recovery-oriented, trauma-informed, and equity-based as a means of improving behavioral health.⁶

[Recovery](#) is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Recovery-oriented recipients promote partnerships with people in recovery from mental and substance use disorders and their family members to guide the behavioral health system and promote individual, program, and system-level approaches that foster: *Health*—managing one’s illnesses or symptoms and making informed healthy choices that support physical and emotional wellbeing; *Home*—a stable and safe place to live;

⁶ [“Behavioral health”](#) means the promotion of mental health, resilience and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

Purpose—meaningful daily activities such as a job or school; and *Community*—supportive relationships with families, friends and peers. Recovery-oriented systems of care embrace recovery as: emerging from hope; person-driven; occurring via many pathways; holistic; supported by peers and allies; culturally-based and informed; supported through relationship and social networks; involving individual, family, and community strengths and responsibility; supported by addressing trauma; and based on respect.

Trauma-informed Approaches recognize and intentionally respond to the lasting adverse effects of experiencing traumatic events. SAMHSA defines a trauma-informed approach through six key principles:

- *Safety*: participants and staff feel physically and psychologically safe;
- *Peer support*: peer support and mutual self-help are key as vehicles for establishing safety and hope, building trust, enhancing collaboration, and utilizing their lived experience to promote recovery and healing;
- *Trustworthiness and Transparency*: Organizational decisions are conducted to build and maintain trust with participants and staff;
- *Collaboration and Mutuality*: importance is placed on partnering and leveling power differences between staff and service participants;
- *Cultural, Historical, & Gender Issues*: culture and gender-responsive services are offered while moving beyond stereotypes/biases;
- *Empowerment, Voice, and Choice*: organizations foster a belief in the primacy of the people who are served to heal and promote recovery from trauma.⁷

It is critical recipients promote the linkage to recovery and resilience for those individuals and families impacted by trauma.

Behavioral health equity is the right to access high-quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. By improving access to behavioral health care, promoting quality behavioral health programs and practice, and reducing persistent disparities in mental health and substance use services for underserved populations and communities, recipients can ensure that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with promoting access to high quality services, behavioral health disparities can be further reduced by addressing social determinants of health, such as social exclusion, unemployment, adverse childhood experiences, and food and housing insecurity.

Language Access Provision. Per Title VI of the Civil Rights Act of 1964, recipients of Federal financial assistance must take reasonable steps to make their programs,

⁷ https://ncsacw.samhsa.gov/userfiles/files/SAMHSA_Trauma.pdf

services, and activities accessible to eligible persons with limited English Proficiency. Recipients must administer their programs in compliance with federal civil rights laws that prohibit discrimination based on race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). (See [Appendix K](#))

Behavioral Health Disparities

If your application is funded, you will be expected to develop a behavioral health Disparity Impact Statement (DIS) no later than 60 days after your award. ([See Appendix H –Addressing Behavioral Health Disparities](#)). Progress and evaluation of DIS activities will be reported in annual progress reports (see Section VI.3 Reporting Requirements).

The DIS is a data-driven, quality improvement approach to advance equity for all, and to identify racial, ethnic, sexual and gender minority, and rural populations at the highest risk for experiencing behavioral health disparities as part of their projects. The purpose of the DIS is for recipients to identify and address health disparities⁸ and to develop and implement an action plan with a disparity reduction and quality improvement process to close the identified gap(s). The aim is to achieve targeted behavioral health equity⁹ for disparate populations and improve systems.

The behavioral health disparity impact statement is in alignment with the expectations related to Executive Order 13985 “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.”

Tribal Behavioral Health Agenda

SAMHSA, working with tribes, the Indian Health Service, and National Indian Health Board developed the first collaborative National Tribal Behavioral Health Agenda (TBHA). Tribal applicants are encouraged to briefly cite the applicable TBHA foundational element(s), priority(ies), and strategies that are addressed by their

⁸ Healthy People 2030 defines a health disparity as a “particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

⁹ Behavioral health equity the right to access high quality and affordable health care services and supports for all populations regardless of the individual’s race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. Advancing behavioral health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with quality services, this involves addressing social determinants of health, such as employment and housing stability, insurance status, proximity to services, and culturally responsive care – all of which have an impact on behavioral health outcomes.

application. The TBHA can be accessed at <http://nihb.org/docs/12052016/FINAL%20TBHA%2012-4-16.pdf>.

Tobacco and Nicotine-Free Policy

SAMHSA strongly encourages all recipients to adopt a tobacco/nicotine inhalation (vaping) product-free facility/grounds policy and to promote abstinence from all tobacco products (except in regard to accepted tribal traditions and practices).

Reimbursements for the Provision of Services

Recipients must utilize third-party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are responsible for determining affordability and insurance coverage and must have policies and procedures in place to address these areas. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

Behavioral Health for Military Service Members and Veterans

SAMHSA encourages all recipients to address the behavioral health needs of active-duty military service members, returning veterans, and military families in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

Behavioral Health for Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, and Intersex (LGBTQI+) Individuals

In line with the Executive Order on Advancing Equality for Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Individuals and the behavioral health disparities that the LGBTQI+ population face, SAMHSA encourages all recipients to address the behavioral health needs of the LGBTQI+ population in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

8. RECIPIENT MEETINGS

Recipient meetings will be held virtually, and recipients are expected to fully participate in these meetings. If SAMHSA elects to hold an in-person meeting, budget revisions

may be permitted. At these meetings, recipients will present the results of their projects and federal staff will provide technical assistance.

II. FEDERAL AWARD INFORMATION

1. GENERAL INFORMATION

Funding Mechanism:	Grant Award
Estimated Total Available Funding:	\$15,842,993
Estimated Number of Awards:	21
Estimated Award Amount:	Up to \$1 million per year per award for States and Territories Up to \$500 thousand per year per award for political sub-divisions of states; Indian tribes or tribal organizations; health facilities operated by or in accordance with a contract or grant with the Indian Health Service; or public or private non-profit entities.
Length of Project Period:	Up to five (5) years
Anticipated Start Date	September 30, 2023

Proposed budgets cannot exceed \$1,000,000 for States and Territories or \$500,000 for all other applicants in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

III. ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

Eligible applicants are States and Territories, including the District of Columbia, political subdivisions of States, Indian tribes, or tribal organizations (as such terms are defined in section 5304 of title 25), health facilities, or programs operated by or in accordance with a contract or award with the Indian Health Service, or other public or private non-profit entities.

- **SAMHSA seeks to expand its existing homelessness portfolio - the following applicants will not be eligible to receive funding through this award process:**
 - TI-17-009: Grants for the Benefit for Homelessness Initiative (GBHI) – funded in FY 2019
 - TI-20-001 (GBHI) – funded in FY 2020 or FY 2022
 - SM-18-014 (TIEH) – funded in FY 2019 with a start date of September 30, 2019, OR those funded in FY 2020 with a start date of January 15, 2020. *(Please note: SM-18-004 TIEH recipients that received funding with start dates of September 30, 2018, OR November 30, 2018, are eligible to apply to this NOFO.)*
- Applicants are eligible to apply for both TI-23-005 (GBHI) and SM-23-006 (TIEH). Applicants applying for both programs will only be awarded funding under one program if both applications are in the fundable range.

All non-profit entities must submit documentation of their non-profit status in **Attachment 8** of your application.

It is recommended that you review the information on eligibility in [Appendix C](#) of this NOFO.

2. COST SHARING AND MATCHING REQUIREMENTS

Cost sharing/match is not required in this program.

3. OTHER REQUIREMENTS

- The Project Narrative must not exceed 10 pages. If the Project Narrative is over 10 pages, the application will not be considered for review.

- **Evidence of Experience and Credentials**

SAMHSA believes that only existing, experienced, and appropriately credentialed organizations with demonstrated infrastructure and expertise will be able to provide the required services quickly and effectively. Applicants are encouraged to include appropriately credentialed organizations that provide services to underserved, diverse populations. All Required Activities must be provided by applicants directly, by subrecipients, or through referrals to applicant partner agencies. Applicants must submit evidence under Attachment 1 of their application meeting three additional requirements related to the provision of services.

The three requirements are:

- A provider organization for direct client mental health services appropriate to the award must be involved in the proposed project. The provider may be the applicant or another organization committed to the project. More than one provider organization may be involved.
- Each mental health/substance use disorder treatment provider organization must have at least two years of experience (as of the due date of the application) providing relevant services (official documents must establish that the organization has provided relevant services for the last two years).
- Each mental health/substance use disorder treatment provider organization must comply with all applicable local (city, county) and state licensing, accreditation, and certification requirements, as of the due date of the application.

The above requirements apply to all service provider organizations. A license from an individual clinician will not be accepted instead of a provider organization's license. Eligible tribes and tribal organization mental health/substance use disorder treatment providers must comply with all applicable tribal licensing, accreditation, and certification requirements, as of the due date of the application. In Attachment 1, you must include a statement certifying that the service provider organizations meet these requirements.

Following application review, if your application's score is within the fundable range, the Government Project Officer (GPO) may contact you to request that additional documentation be sent by email or uploaded through eRA Commons, or to verify that the documentation you submitted is complete. **If the GPO does not receive this documentation within the time specified, your application will not be considered for an award.**

IV. APPLICATION AND SUBMISSION INFORMATION

1. ADDRESS TO REQUEST APPLICATION PACKAGE

The application forms package specific to this funding opportunity can be accessed through [Grants.gov Workspace](#) or [eRA ASSIST](#). Due to difficulties with internet access, SAMHSA understands that applicants may need to request paper copies of materials, including forms and required documents. See [Appendix A](#) for more information on obtaining an application package.

2. CONTENT AND FORM OF APPLICATION SUBMISSION

REQUIRED APPLICATION COMPONENTS:

The standard and supporting documents that must be submitted with the application are outlined below and in [Appendix A - 2.2](#) Required Application Components of this NOFO.

All files uploaded as part of the application must be in Adobe PDF file format. See [Appendix B](#) of this NOFO for formatting and validation requirements.

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance. See [Appendix A - 3.2](#) Waiver of Electronic Submission of this NOFO.

- **SF-424** – Fill out all Sections of the SF-424.
 - In **Line #4** (i.e., Applicant Identifier), input the Commons Username of the PD/PI.
 - In **Line #17** input the following information: (Proposed Project Date: a. Start Date: 9/30/2023; b. End Date: 9/29/2028).

New applicants should review the sample of a [completed SF-424](#).

- **SF-424A BUDGET INFORMATION FORM** – Fill out all Sections of the SF-424A using the instructions below. **The totals in Sections A, B, and D must match.**
 - **Section A** – Budget Summary: If cost sharing/match is **not required**, use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the **first year** of your project only. If cost sharing/match **is required**, use the **second row** (Line 2) to report the total non-federal funds (f) for the **first year** of your project only.
 - **Section B** – Budget Categories: If cost sharing/match is **not required**, use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the **first year** of your project only. If cost sharing/match is required, you must use the second column (Column 2) to report the budget category breakouts for the **first year** of your project only.
 - **Section C** – If cost sharing/match is **not required** leave this section blank. If cost sharing/match **is required** use the second row (line 9) to report non-federal match for the **first year** only.
 - **Section D** – Forecasted Cash Needs: Input the total funds requested, broken down by quarter, only for **Year 1** of the project period. Use the first row for federal funds and the second row (Line 14) for **non-federal** funds.
 - **Section E** – Budget Estimates of Federal Funds Needed for the Balance of the Project: Enter the total funds requested for the out years (e.g., Year 2, Year 3, Year 4, and Year 5). For example, if you are requesting funds for five years in total, enter the requested budget amount for each budget period in

columns b, c, d, and e (i.e., 4 out years). (b) First column is the budget for the second budget period; (c) Second column is the budget for the third budget period; (d) Third column is the budget for the fourth budget period. (e) Fourth column is the budget for the fifth budget period. Use Line 16 for federal funds and Line 17 for non-federal funds.

See [Appendix B](#) of this NOFO to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

The following pdfs are samples of completed SF-424A forms:

- [Sample SF-424A \(No Match Required\)](#)
- [Sample SF-424A \(Match Required\)](#)

A link to a sample budget form and justification is provided in [Appendix L](#) of this NOFO. **It is highly recommended that you use this sample budget format. This will expedite the review of your application.**

- **PROJECT NARRATIVE – (Maximum 10 pages total)**

The Project Narrative describes your project. It consists of Sections A through E. (Remember that if your Project Narrative starts on page 5 and ends on page 15, it is 11 pages long, not 10 pages.) More detailed instructions for completing each section of the Project Narrative are provided in [Section V.1](#) – Application Review Information.

- **BUDGET JUSTIFICATION AND NARRATIVE**

The budget justification and narrative must be submitted as a file entitled “BNF” (Budget Narrative Form) when you submit your application into Grants.gov. (See [Appendix A](#) – 2.2 Required Application Components.)

- **ATTACHMENTS 1 THROUGH 9**

Use only the attachments listed below. If your application includes any attachments not required in this document, they will be disregarded.

Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

Label the attachments as: Attachment 1, Attachment 2, etc. (Use the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST.)

- **Attachment 1: Letters of Commitment/Service Providers/Evidence of Experience and Credentials** [Identification of at least one experienced, licensed mental health/substance use treatment provider organization.
 1. A list of all direct service provider organizations that have agreed to partner in the proposed project, including the applicant agency, if it is a service provider organization.
 2. Letters of Commitment from these direct service provider organizations; **(Do not include any letters of support. Reviewers will not consider them if you do.)**
 3. Statement of Certification - You must provide a written statement certifying that all participating service provider organizations listed in this application meet the two-year experience requirement and applicable licensing, accreditation, and certification requirements.
- **Attachment 2: Data Collection Instruments/Interview Protocols**
If you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment 2.
- **Attachment 3: Sample Consent Forms**
Forms to be submitted include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information.
- **Attachment 4: Project Timeline**
This attachment is scored by reviewers. Maximum of 2 pages. See instructions in Section V, B.3 of this NOFO.
- **Attachment 5: Biographical Sketches and Position Descriptions**
See [Appendix G](#) of this NOFO for information on completing biographical sketches and job descriptions. Position descriptions should be no longer than one page each and biographical sketches should be two pages or less.
- **Attachment 6: Letter to the Single State Agency (SSA)**
See [Appendix J](#) of this NOFO for Intergovernmental Review (E.O. 12372) Requirements, if applicable.
- **Attachment 7: Confidentiality and SAMHSA Participant Protection/ Human Subjects Guidelines**
This attachment is in response to [Appendix D](#) of this NOFO and is a **required attachment**.

- **Attachment 8: Documentation of Non-profit Status**
All non-profit entities must submit documentation of their non-profit status. Any of the following is acceptable documentation:
 - A reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code;
 - A copy of a currently valid Internal Revenue Service tax exemption certificate;
 - A statement from a State taxing body, State Attorney General, or other appropriate state official certifying the applicant organization has a non-profit status;
 - A certified copy of the organization's certificate of incorporation or similar document that establishes non-profit status; or
 - Any of the above proof for a state or national parent organization and a statement signed by the parent organization that the applicant organization is a local non-profit affiliate.
- **Attachment 9: Form SMA 170 – Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations.** You are required to complete Form SMA 170 if your project is offering substance use prevention or treatment services. This form is posted on SAMHSA's website at <http://www.samhsa.gov/grants/applying/forms-resources>.

3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

See [Appendix A](#) for information about the three registration processes that must be completed including obtaining a Unique Entity Identifier and registering with the System for Award Management (SAM). You must continue to maintain an active SAM registration with current information during the time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)).

4. APPLICATION SUBMISSION REQUIREMENTS

Applications are due by **11:59 PM** (Eastern Time) on **May 5, 2023**. If an organization is submitting more than one application, the project title should be different for each application.

If you have been granted permission to submit a paper copy, the application must be received by the above date and time. See [Appendix A](#) of this NOFO for information on how to apply.

All applicants MUST be registered with NIH's [eRA Commons](#), [Grants.gov](#), and the System for Award Management ([SAM.gov](#)) in order to submit this application. The process could take up to six weeks. (See Appendix A of this NOFO for all registration requirements).

If you are not currently registered with the eRA Commons, Grants.gov, and/or SAM.gov, you MUST begin the registration process immediately. If you are already registered in these systems, please confirm your SAM registration is still active and you are able to access your Grants.gov and eRA Commons accounts.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- The applicant organization **MUST** be registered in NIH's eRA Commons;
- AND**
- The Project Director **MUST** have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.

No exceptions will be made.

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

5. FUNDING LIMITATIONS/RESTRICTIONS

The funding restrictions for this project are below. Be sure to identify these expenses in your proposed budget.

- No more than 15 percent of the total award for the budget period may be used for developing the infrastructure necessary for expansion of services.
- No more than 15 percent of the total award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in [Appendix I](#) – Standard Funding Restrictions.

6. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS

All SAMHSA programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (HHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. See [Appendix J](#) for additional information on these requirements as well as requirements for the Public Health System Impact Statement (PHSIS).

7. OTHER SUBMISSION REQUIREMENTS

See [Appendix A](#) for specific information about submitting your application.

V. APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The Project Narrative describes what you intend to do with your project and includes the Evaluation Criteria in Sections A-E below. Your application will be reviewed and scored according to your response to the requirements in Sections A-E.

In developing the Project Narrative section of your application, use these instructions, which have been tailored to this program.

- The Project Narrative (Sections A-E) together may be no longer than **10 pages**.
- You must use the five sections/headings listed below in developing your Project Narrative. **You must indicate the Section letter and number in your response, i.e., type “A-1”, “A-2”, etc., before your response to each question.** You do not need to type the full criterion in each section. You only need to include the letter and number of the criterion. You may not combine two or more questions or refer to another section of the Project Narrative in your response, such as indicating that the response for B.2 is in C.1. **Only information included in the appropriate numbered question will be considered by reviewers.** Your application will be scored according to how well you address the requirements for each section of the Project Narrative.
- The number of points after each heading is the maximum number of points a review committee may assign to that section of your Project Narrative. Although scoring weights are not assigned to individual questions, each question is assessed in deriving the overall Section score.
- Any cost-sharing proposed in your application will not be a factor in the evaluation of your response to the Evaluation Criteria.

SECTION A: Population of Focus and Statement of Need (20 points – approximately 1 page)

1. Identify and describe your population(s) of focus¹⁰, the geographic catchment area where services will be delivered, and how you will coordinate with local HUD Continuums of Care(s) to provide services in the proposed geographic catchment area. Provide a demographic profile of the population of focus in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status; and identify if underserved individuals are the selected population of focus.
2. Describe the extent of the problem in the catchment area, including service gaps, disparities, and document the extent of the need (i.e., current prevalence rates or incidence data) for the population(s) of focus identified in your response to A.1 as it relates to the program. Identify the source of the data.

SECTION B: Proposed Implementation Approach (30 points – approximately 5 pages not including Attachment 4 – Project Timeline)

1. Describe the goals and measurable objectives (see [Appendix E](#) of the proposed project and align them with the Statement of Need described in A.2. Provide the following table

Number of Unduplicated Individuals to be Served with Award Funds					
Year 1	Year 2	Year 3	Year 4	Year 5	Total

2. Describe how you will implement all of the Required Activities in Section I. **If you plan to use funds for infrastructure development, describe how those funds will be used.**
3. In **Attachment 4**, provide a chart or graph depicting a realistic timeline for the entire **five (5)** years of the project period showing dates, key activities, and responsible staff. These key activities must include the requirements outlined in Section I **[NOTE: Be sure to show that the project can be implemented, and service delivery can begin as soon as possible and no later than four months after the award. The timeline cannot be more than two pages and should be**

¹⁰ Individuals, children, youth, and families with a serious mental illness, serious emotional disturbance, or co-occurring disorder (i.e., a serious mental illness [SMI] and substance use disorder [SUD] or a serious emotional disturbance [SED] and SUD who are experiencing homelessness or at imminent risk of homelessness (e.g., people exiting jail or prison without a place to live).

submitted in Attachment 4.] The recommendation of pages for this section does not include the timeline.

SECTION C: Proposed Evidence-Based Service/Practice (15 points approximately 1 page)

1. Identify the Evidence-Based Practice(s) (EBPs), evidence-informed, and/or culturally promising practices that will be used. Discuss how each intervention chosen is appropriate for your population(s) of focus and the outcomes you want to achieve. Describe any modifications (e.g., cultural) that will be made to the EBP(s) and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.
2. Describe how you will monitor and ensure fidelity of EBPs, evidence-informed and/or promising practices that will be implemented.

SECTION D: Staff and Organizational Experience (25 points – approximately 2 page)

1. Describe the experience of your organization with similar projects and/or providing services to individuals who are homelessness or are at risk for homelessness. Identify other organization(s) that you will partner with in the proposed project. Describe their experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. If applicable, Letters of Commitment from each partner must be included in **Attachment 1** of your application. If you are not partnering with any other organization(s), indicate so in your response.
2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and Evaluator) and other significant personnel. For each staff member describe their:
 - Role,
 - Level of Effort, and
 - Qualifications, including their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).

SECTION E: Data Collection and Performance Measurement (10 points – approximately 1 page)

1. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program (See [Appendix F](#)).
2. Describe your quality improvement efforts and explain how you will use the data to address your identified behavioral health disparity(ies) and close the gap(s).

2. BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT (Other federal and non-federal sources)

You must provide a narrative justification of the items included in your proposed budget. You must also provide a narrative description of existing resources and other support you expect to receive for the proposed project as a result of cost matching. Other support is defined as funds or resources, non-federal, or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions, or non-federal means. (This should correspond to Item #18 on your SF-424, Estimated Funding.) Other sources of funds may be used for unallowable costs, e.g., meals, sporting events, entertainment.

Although a non-federal share may not be required, if an applicant proposes non-federal resources in their budget, they will be held to submission of the non-federal resources. These must be reported on the financial reports. If recipients fail to meet their proposed amount or percentage, that could be grounds for a cost disallowance.

An illustration of a budget and narrative justification is included in [Appendix L](#) – Sample Budget and Justification. **It is highly recommended that you use this sample budget format.** Your proposed budget must reflect the funding limitations/restrictions specified in [Section IV-5](#). **Specifically identify the items associated with these costs in your budget.**

3. REVIEW AND SELECTION PROCESS

The Project Narratives of SAMHSA applications are peer-reviewed according to the evaluation criteria listed above.

Decisions to fund an award are based on:

The strengths and weaknesses of the application as identified by peer reviewers. The results of the peer review are advisory in nature.

The program office and approving official make the final determination for funding based on the following;

- When the individual award is over \$250,000, approval by the Center for Mental Health Services National Advisory Council.
- Availability of funds.
- SAMHSA seeks to expand its existing Homelessness portfolio - the following applicants will not be eligible to receive funding through this award process:
 - TI-17-009 (GBHI) – funded in FY19
 - TI-20-001 (GBHI) – funded in FY20 and FY22

- SM-18-014 (TIEH) – funded in FY19 with a start date of September 30, 2019, and those funded in FY20 with a start date of January 15, 2020.
- SM-18-014 (TIEH) - funded in FY19 with a start date of September 30, 2018, OR November 30, 2018, **are eligible** to receive funding through this funding opportunity.
- Applicants are eligible to apply for both TI-23-005 (GBHI) and SM-23-006 (TIEH). However, applicants applying for both programs will only be awarded funding under one program if both applications are in the fundable range.
- Submission of any required documentation that must be submitted prior to making an award.
- SAMHSA is required to review and consider any Responsibility/Qualification (R/Q) information about your organization located in SAM.gov. In accordance with 45 CFR 75.212, SAMHSA reserves the right not to make an award to an entity if that entity does not meet the minimum qualification standards as described in section 75.205(a)(2). If SAMHSA chooses not to award a fundable application in accordance with 45 CFR 75.205(a)(2), SAMHSA must report that determination to the designated integrity and performance system accessible through the System for Award Management (SAM) [currently, the Contractor Performance Assessment Reporting System (CPARS)]. You may review and comment on any information about your organization that a federal awarding agency previously entered. SAMHSA will consider your comments, in addition to other information in R/Q in making a judgment about your organization's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed as described in 45 CFR 75.205 HHS Awarding Agency Review of Risk Posed by Applicants.

VI. FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

You will receive an email from SAMHSA, via NIH's eRA Commons, that will describe the process for how you can view the general results of the review of your application, including the score that your application received.

If your application is approved for funding, a Notice of Award (NoA) will be emailed to the following: 1) the BO's email address identified in the Authorized Representative section email field on page 3 of the SF-424; and 2) the email associated with the Commons account for the Project Director (section 8 Item f on page 1 of the SF-424). Hard copies of the NoA will no longer be mailed via postal service. The NoA is the sole

obligating document that allows you to receive federal funding for work on the project. Information about what is included in the NoA can be found at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa>.

If your application is not funded, you will receive a notification from SAMHSA, via NIH's eRA Commons.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website - <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>. See [Appendix K](#) for specific information about administrative and national policy requirements.

3. REPORTING REQUIREMENTS

You will be required to submit an annual progress report on project performance within 90 days of the end of each budget period. The report must discuss:

- Progress achieved in the project which should include qualitative and quantitative data (GPRA) to demonstrate programmatic progress to include updates on required activities, successes, challenges, and changes or adjustments that have been made to the project;
- Progress addressing quality care of underserved populations related to the Disparity Impact Statement (DIS);
- Barriers encountered, including challenges serving populations of focus;
- Efforts to overcome these barriers;
- Evaluation activities for tracking DIS efforts;
- A revised quality improvement plan if the DIS does not meet quality-of-care requirements as stated in the DIS;
- Services level data on the number of people reached or served for each of the program activities and information on the referrals made and housing placement disaggregated by race and ethnicity, and sexual gender minority status where possible (if appropriate); and
- Systems level data on strategies, collaborations, training, and organizational changes made to implement the program activities, including linkages with local homeless Coordinated Entry systems for individuals and families served.

A final performance report must be submitted within 120 days after the end of the project period. The final performance report must be cumulative and report on all activities during the entire project period.

Management of Award:

Successful applicants must also comply with the following standard award management reporting requirements at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>, unless otherwise noted in the NOFO or NoA.

VII. AGENCY CONTACTS

For program and eligibility questions contact:

LCDR Katie Hager
Center for Mental Health Services
Substance Abuse and Mental Health Services Administration
(240) 276-1268
tiehresourcemailbox@samhsa.hhs.gov

For fiscal/budget questions contact:

Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1400
FOACMHS@samhsa.hhs.gov

For review process and application status questions contact:

Toni Davidson
Office of Financial Resources, Division of Grant Review
Substance Abuse and Mental Health Services Administration
(240) 276-2571
Toni.Davidson@samhsa.hhs.gov

Appendix A – Application and Submission Requirements

1. GET REGISTERED

You are required to complete three **(3) registration processes**:

- 1.1) System for Award Management (SAM);
- 1.2) Grants.gov; and
- 1.3) eRA Commons.

If you have already completed registrations for SAM and Grants.gov, you need to ensure that your accounts are still active, and then register in **eRA Commons (see 1.3)**.

You must register in eRA Commons and receive a Commons Username in order to have access to electronic submission, receive notifications on the status of your application, and retrieve award information.

WARNING: If your organization is not registered and does not have an active eRA Commons PI/PD account by the deadline, the application will not be accepted. No exceptions will be made.

1.1 System for Award Management Registration

You must register your organization with the System for Award Management (SAM). A Unique Entity Identifier (UEI) will be assigned as part of the registration process. (The UEI replaced the Dun and Bradstreet Number (DUNS Number). If your organization is currently registered in SAM.gov, the UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity Identifier is currently located below the DUNS Number on your entity registration record. You must be signed in to your SAM.gov account to view entity records.

You must continue to maintain active SAM registration with current information during the period your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)). To create a SAM user account, Register/Update your account, and/or Search Records, go to <https://www.sam.gov>. It takes 7-10 business days for a new SAM entity registration to become active.

It is important to initiate this process well before the application deadline. You will receive an email alerting you when your registration is active.

It is also highly recommended that you renew your account before the expiration date. **SAM information must be active and up-to-date and should be updated at least**

every 12 months to remain active (for both recipients and sub-recipients). Once you update your record in SAM, **it will take 48 to 72 hours to complete the validation processes.** **Grants.gov rejects electronic submissions from applicants with expired registrations.**

If your SAM account expires, the renewal process requires the same validation with IRS and DoD (Cage Code) as required for a new account.

1.2 Grants.gov Registration

[Grants.gov](http://www.grants.gov) is an online portal for submitting federal award applications. It requires a one-time registration to submit applications. eRA Commons registration is separate but can be done concurrently. You can register to obtain a Grants.gov username and password at <http://www.grants.gov/web/grants/register.html>.

If you have already completed Grants.gov registration and ensured your **Grants.gov and SAM accounts are up-to-date and/or renewed**, go to the eRA Commons registration steps noted below. If this is your first time submitting an application through Grants.gov, registration information can be found at the Grants.gov "[Applicants](#)" tab.

The person submitting your application must be properly registered with Grants.gov as the Authorized Organization Representative (AOR) for the specific UEI number cited on the SF-424 (first page). See the Organization Registration User Guide for details at the following Grants.gov link: <http://www.grants.gov/web/grants/applicants/organization-registration.html>.

1.3 eRA Commons Registration

eRA Commons is an online data platform managed by NIH that allows applicants, award recipients, and federal staff to securely share, manage, and process award-related information. It is strongly recommended that you start the eRA Commons registration process **at least six (6) weeks** before the application due date.

Organizations applying for SAMHSA funding must register in eRA Commons. This is a one-time registration separate from Grants.gov registration. Note: Grants.gov and eRA Commons Registration may occur concurrently. In addition to the organization registration, the Business Official (BO) named in the Authorized Representative section field on page 3 of the SF-424 and the Project Director details entered in the Applicant Information item f on page 1 of the SF-424 (Name and contact information of the person to be contacted on matters involving this application) must have accounts in eRA Commons and receive a Commons ID to have access to electronic submission and retrieval of application/award information. **If your organization is not registered and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.**

For organizations registering with eRA Commons for the first time, the BO named in the Authorized Representative section of the SF-424 must complete the [Register Institution](#)

online process. Instructions on how to complete the online Institution Registration Form are provided on the [Register in eRA Commons](#) page.

[Note: You must have a valid and verifiable UEI number to complete the eRA Commons registration.]

After the BO named as the Authorized Representative completes the online Institution Registration Form and clicks Submit, the eRA Commons will send an e-mail notification from era-notify@mail.nih.gov with the link to confirm the email address. Once the e-mail address is verified, the registration request will be reviewed and confirmed via email. If your request is denied, the representative will receive an email detailing the reason for the denial. If the request is approved, the BO will receive an email with an eRA Commons User ID for the Signing Official account (SO) role. The representative will receive a separate email about this SO account containing a temporary password to be used for the first-time log-in. The representative will need to log into eRA Commons with the temporary password, at which time the system will provide prompts to change the temporary password to one of their choosing. Once the BO/SO signs the registration request, the organization will be active in eRA Commons. The BO/SO can then create additional accounts for the organization as needed. Organizations can have multiple user accounts with the SO role, and any user with the SO role will be able to create and maintain additional accounts for the organization's staff, including accounts for those designated as Project Director/Principal Investigator (PD/PI) and other Signing Officials.

Important: The eRA Commons requires organizations to identify at least one BO/SO, who is the BO entered in the Authorized Representative section on the SF-424, and a PD/PI to submit an application. The primary BO/SO must create the account for the PD/PI listed as the person to contact regarding the application on page 1 of the SF-424 assigning that person the 'PI' role in eRA Commons. Note that you must also enter the PD/PI's Commons Username into the 'Applicant Identifier' field of the SF-424 document (Line 4). **The individual designated as the BO cannot also be a PD.**

2. WRITE AND COMPLETE THE APPLICATION

SAMHSA strongly encourages you to sign up for Grants.gov email notifications regarding this NOFO. If the NOFO is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

2.1 Obtaining Paper Copies of Application Materials

If your organization has difficulty accessing high-speed internet and cannot download the required documents, you may request a paper copy of the application materials. Contact the Division of Grant Review at dgr.applications@samhsa.hhs.gov for additional information on obtaining paper copies.

2.2 Required Application Components

After downloading and retrieving the required application components and completing the registration processes, it is time to write and complete your application. All files uploaded with the Grants.gov application **MUST** be in **Adobe PDF** file format. Directions for creating PDF files can be found on the Grants.gov website. See [Appendix B](#) for all application formatting and validation requirements.

Standard Application Components

Applications must include the following required application components listed in the table below. This table consists of a full list of standard application components, a description of each required component, and where you can find each document.

#	Standard Application Components	Description	Where to Find Document
1	SF-424 (Application for Federal Assistance) Form	This form must be completed by applicants for all SAMHSA awards. The names and contact information for Project Director (PD) and Business Official (BO) are required for SAMHSA applications and are to be entered on the SF-424 form. - The PD must have an eRA Commons account: the PD's Commons Username must be entered in field 4. Applicant Identifier; and the PD's name, phone number and email address must be entered in Section 8. APPLICANT INFORMATION: item f. Name and contact information of person to be contacted on matters involving this application. <u>The PD listed in the SF-424 must match the PD in the Personnel Costs section in the budget.</u> - The BO name, title, email address and phone number must be entered in the Authorized Representative section fields on page three of the SF 424. The organization mailing address is required in section 8. APPLICANT INFORMATION item d. Address. All SAMHSA Notices of Award (NoAs) will be emailed by SAMHSA via NIH's eRA Commons to the Project Director/Principal Investigator (PD/PI), and the Signing Official/Business Official (SO/BO).	Grants.gov/forms
2	SF-424 A (Budget Information – Non-Construction Programs) Form	Use SF-424A. Fill out Sections A, B, D and E of the SF-424A. Section C should only be completed if applicable. It is highly recommended that you use the budget template. (See Section IV.2)	Grants.gov/forms

#	Standard Application Components	Description	Where to Find Document
3	Project/Performance Site Location(s) Form	The purpose of this form is to collect physical location information on the site(s) where work funded under this announcement will be performed. The address cannot be a P.O. Box.	Grants.gov/forms
4	Project Abstract Summary	It is recommended the abstract is no more than one page. It should include the project name, population(s) to be served (demographics and clinical characteristics), strategies/interventions, project goals and measurable objectives, including the number of people to be served annually and throughout the lifetime of the project, etc. In the first five lines or less of your abstract, write a summary of your project that can be used, if your project is funded, in publications, reports to Congress, or press releases.	
5	Project Narrative Attachment	The Project Narrative is your response to the Evaluation Criteria found at Section V.1 of this NOFO. It cannot be longer than 10 pages. You must attach the Project Narrative file (Adobe PDF format only) inside the Project Narrative Attachment Form.	
6	Budget Justification and Narrative Attachment	You must include a detailed Budget Narrative in addition to Budget Form SF-424A. In preparing the budget, adhere to any existing federal award or agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. The budget justification and narrative must be submitted as file name “ BNF ” when you submit your application into Grants.gov.	SAMHSA Website
7	SF-424 B (Assurances for Non-Construction) Form	You must read the list of assurances provided on the SAMHSA website and check the box marked ‘I Agree’ before signing the first page (SF-424) of the application.	SAMHSA Website
8	Disclosure of Lobbying Activities (SF-LLL) Form	Federal law prohibits the use of appropriated funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before Congress or state legislatures. For SAMHSA to determine whether or not your organization participates in lobbying activities, a signed copy of the SF-LLL form must be submitted. If your organization does not participate in lobbying activities, indicate “Not Applicable” on the form.	Grants.gov/forms

#	Standard Application Components	Description	Where to Find Document
9	Other Attachments Form	Refer to the Supporting Documents below. Use the Other Attachments Form to attach all required additional/supporting documents listed in the table below.	

Supporting Documents

In addition to the Standard Application Components listed above, the following supporting documents are necessary for the review of your application. Supporting documents must be attached to your application. **For each of the following application components, attach each document (Adobe PDF format only) using the Other Attachments Form in ASSIST, Workspace, or other S2S provider.**

#	Supporting Documents	Description	Where to Find Document
1	HHS 690 Form	Every applicant must have a completed HHS 690 form (PDF 291 KB) on file with the Department of Health and Human Services.	SAMHSA Website
2	Charitable Choice Form SMA 170 (Attachment 9)	See Section IV-1 of the NOFO to determine if you are required to submit Charitable Choice Form SMA 170.	SAMHSA Website
3	Biographical Sketches and Job Descriptions (Attachment 5)	See Appendix G of this document for additional instructions for completing these sections. Formatting requirements outlined in Appendix B are not applicable for these documents.	Appendix G of this document.
4	Confidentiality and SAMHSA Participant Protection/Human Subjects (Attachment 7)	See the NOFO for requirements related to confidentiality, participant protection, and the protection of human subject's regulations.	Appendix D of this document.
5	Additional Documents in the NOFO	The NOFO will indicate the attachments you need to include in your application.	NOFO: Section IV.

2.3 Additional Documents for Submission (SAMHSA Website)

You will find additional materials you will need to complete your application on the SAMHSA website at <http://www.samhsa.gov/grants/applying/forms-resources>.

3. SUBMIT APPLICATION

3.1 Electronic Submission (eRA ASSIST, Grants.gov Workspace, or other S2S provider)

After completing all required registration and application requirements, SAMHSA requires applicants to **electronically submit** using eRA ASSIST, Grants.gov Workspace, or another system to system (S2S) provider. Information on each of these options is below:

- 1) **ASSIST** – The Application Submission System and Interface for Submission Tracking (ASSIST) is an NIH sponsored online interface used to prepare applications using the SF-424 form set, submit electronically through Grants.gov to SAMHSA and other participating agencies, and track applications. [Note: ASSIST requires an eRA Commons ID to access the system]
- 2) **Grants.gov Workspace** – You can use the shared, online environment of the Grants.gov Workspace to collaboratively work on different forms within the application.

The specific actions you need to take to submit your application will vary by submission method as listed above. The steps to submit your application are as follows:

To submit to Grants.gov using ASSIST: [eRA Modules, User Guides, and Documentation | Electronic Research Administration \(eRA\)](#)

To submit to Grants.gov using the Grants.gov Workspace:

<http://www.grants.gov/web/grants/applicants/workspace-overview.html>

Regardless of the option you use, your application will be subject to the same registration requirements, completed with the same data items, routed through Grants.gov, validated against the same agency business rules, assembled in a consistent format for review consideration, and tracked in eRA Commons. All applications that are successfully submitted must be validated by Grants.gov before proceeding to the NIH eRA Commons system and validations.

3.2 Waiver from Electronic Submission

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance.

If you do not have the technology to apply online, or your physical location has no Internet connection, you may request a waiver of electronic submission. **You must send a written request to the Division of Grant Review at least 15 calendar days before the application due date.**

Direct any questions regarding the submission waiver process to the Division of Grant Review at dgr.applications@samhsa.hhs.gov.

3.3 Deadline

On-time submission requires that electronic applications be error-free and made available to SAMHSA for processing from the NIH eRA system on or before the application due date and time. Applications must be submitted to and validated successfully by Grants.gov and eRA Commons no later than 11:59 PM Eastern Time on the application due date. Applications submitted in Grants.gov after the application due date will not be considered for review.

You are strongly encouraged to allocate additional time prior to the submission deadline to submit your application and to correct errors identified in the validation process. You are also encouraged to check the status of your application submission to determine if the application is complete and error-free.

3.4 Resources for Assistance

If you encounter problems when submitting your application in Grants.gov, you must attempt to resolve them by contacting the Grants.gov Service Desk at the following:

- By e-mail: support@grants.gov
- By phone: (toll-free) 1-800-518-4726 (1-800-518-GRANTS). The Grants.gov Contact Center is available 24 hours a day, 7 days a week, excluding federal holidays.

Make sure you receive a case/ticket/reference number that documents the issues/problems with Grants.gov.

Additional support is also available from the NIH eRA Service desk at:

- To submit a service request ticket: <http://grants.nih.gov/support/index.html>
- By phone: 301-402-7469 or (toll-free) 1-866-504-9552. (Press menu option 6 for SAMHSA). The NIH eRA Service desk is available Monday – Friday, 7 a.m. to 8 p.m. Eastern Time, excluding federal holidays.

If you experience problems accessing or using ASSIST (see below), you can:

- Access the ASSIST Online Help Site at: <https://era.nih.gov/erahelp/assist/>
- Or contact the NIH eRA Service Desk

SAMHSA highly recommends that you submit your application 24-72 hours before the submission deadline. Many submission issues can be fixed within that time and you can attempt to re-submit.

4. AFTER SUBMISSION

4.1 System Validations and Tracking

After you complete and comply with all registration and application requirements and submit your application, the application will be validated by Grants.gov. You will receive a notification that your application is being processed. You will receive two additional e-mails from Grants.gov within the next 24-48 hours (one notification email will confirm receipt of the application in Grants.gov, and the other notification email will indicate that the application was either successfully validated by the Grants.gov system or rejected due to errors). It is important that you retain this Grants.gov tracking number. **Receipt of the Grants.gov tracking number is the only indication that Grants.gov has successfully received and validated your application.** If you do not receive a Grants.gov tracking number, you may want to contact the Grants.gov help desk for assistance (see Resources for Assistance in Section 3.4).

If Grants.gov identifies any errors and rejects your application with a “Rejected with Errors” status, you must address all errors and resubmit. If no problem is found, Grants.gov will allow the eRA system to retrieve the application and check it against its own agency business rules (eRA Commons validations). If you use ASSIST to complete your application, you can validate your application and fix errors before submission.

After you successfully submit your application through Grants.gov, your application will go through eRA Commons validations. If no errors are found, the application will be assembled in eRA Commons. At this point, you can view your application in eRA Commons. It will then be forwarded to SAMHSA as the receiving institution for further review.

If errors are found during eRA Commons validation, you will receive a System Error and/or Warning notification regarding the problems found in the application (see 4.2 below). You must take action to make the required corrections and resubmit the application through Grants.gov before the application due date and time (**See 4.4 below**). Do not assume that if your application passes the Grants.gov validations that it will successfully pass eRA validations and will be received by SAMHSA. You must check your application status in eRA Commons to ensure that no errors were identified. It is critical that you allow for sufficient time to resubmit the application if errors are detected.

You are responsible for viewing and tracking your applications in the eRA Commons after submission through Grants.gov to ensure accurate and successful submission. Once you can access your application in the eRA Commons, be sure to review it carefully as this is what reviewers will see.

4.2 eRA Commons: Warning vs. Error Notifications

You may receive a System Warning and/or Error notification after submitting an application. Take note that there is a distinction between System Errors and System Warnings.

Warnings – If you receive a Warning notification after the application is submitted, you are not required to resubmit the application. The reason for the Warning will be identified in the notification. It is at your discretion to choose to resubmit, but if the application was successfully received, it does not require any additional action.

Errors – If you receive an Error notification after the applications is submitted, you must correct and resubmit the application. The word Error is used to characterize any condition which causes the application to be deemed unacceptable for further consideration.

4.3 System or Technical Issues

If you encounter a system error that prevents you from completing the application submission process on time, the BO from your organization will receive an email notification from eRA Commons. SAMHSA highly recommends contacting the eRA Service Desk and submitting a web ticket to document your good faith attempt to submit your application and determining next steps. See Section 3.4 for more information on contacting the eRA Service Desk.

4.4 Resubmitting a Changed/Corrected Application

If SAMHSA does not receive your application by the application due date as a result of a failure in the SAM, Grants.gov, or NIH's eRA Commons systems, you must contact the Division of Grant Review within **one business day after the official due date at: dgr.applications@samhsa.hhs.gov** and provide the following:

- A case number or email from SAM, Grants.gov, and/or NIH's eRA system that allows SAMHSA to obtain documentation from the respective entity for the cause of the error.

SAMHSA will consider the documentation to determine **if** you followed Grants.gov and NIH's eRA requirements and instructions, met the deadlines for processing paperwork within the recommended time limits, met NOFO requirements for submission of electronic applications, and made no errors that caused submission through Grants.gov or NIH's eRA to fail. No exceptions for submission are allowed when user error is involved. Note that system errors are extremely rare.

[Note: When resubmitting an application after revisions have been made, ensure that the **Project Title is identical to the Project Title in the originally submitted application** (i.e., no extra spacing) as the Project Title is a free-text form field.] In addition, check the Changed/Corrected Application box in #1.

Appendix B - Formatting Requirements and System Validation

1. SAMHSA FORMATTING REQUIREMENTS

SAMHSA's goal is to review all applications submitted for funding. However, this goal must be balanced against SAMHSA's obligation to ensure equitable treatment of applications. For this reason, SAMHSA has established certain formatting requirements for its applications. See below for a list of formatting requirements required by SAMHSA:

- Text must be legible. Pages must be typed in black, single-spaced, using a font of Times New Roman 12, with all margins (left, right, top, bottom) at least one inch each. You may use Times New Roman 10 only for charts or tables.
- **You must submit your application and all attached documents in Adobe PDF format, or your application will not be forwarded to eRA Commons and will not be reviewed. See Section 3 below for more details on PDF requirements.**
- To ensure equity among applications, the 10-page limit for the Project Narrative cannot be exceeded. If an application exceeds the 10-page limit, the application will not be reviewed.
- Citations can be put in an Attachment. They do not have to be placed in the Project Narrative.
- Black print should be used throughout your application, including charts and graphs (no color).
- If you are submitting more than one application under the same announcement number, you must ensure that the Project Title in Field 15 of the SF-424 is unique for each submission.

2. GRANTS.GOV FORMATTING AND VALIDATION REQUIREMENTS

- Grants.gov allows the following list of UTF-8 characters when naming your attachments: A-Z, a-z, 0-9, underscore, hyphen, space, and period. Other UTF-8 characters should not be used as they will not be accepted by NIH's eRA Commons, as indicated in item #9 in the table below.
- Scanned images must be scanned at 150-200 dpi/ppi resolution and saved as a PDF file. Using a higher resolution setting or different file type will result in a larger file size, which could result in rejection of your application.

- Any files uploaded or attached to the Grants.gov application must be PDF file format and must contain a valid file format extension in the filename. In addition, the use of compressed file formats such as ZIP, RAR or Adobe Portfolio will not be accepted.

3. eRA COMMONS FORMATTING AND VALIDATION REQUIREMENTS

The following are formatting requirements and system validations required by eRA Commons and will result in errors if not met. The application must be 'error free' to be processed through the eRA Commons. There may be additional validations which will result in Warnings but these will not prevent the application from processing through the submission process. (See Appendix A, Section 4.2)

ASSIST File Formatting Requirements

The eRA system contains file formatting requirements for uploading documents in ASSIST. The only accepted file type for submission is PDF and each file may be no larger than 6 MB. Fillable forms must be 'flattened' and saved as a PDF prior to upload. Adobe Portfolio file types will not be accepted.

Files for Upload to ASSIST must be:

- ☒ PDF Format
- ☒ Under 6MB in File Size
- ☒ 8.5 x 11 Page Size
- ☒ Flat (*No Fillable/Editable Fields*)

Files must **NOT** contain:

- ☒ Password-Protection
- ☒ Live hyperlinks (*only plain text URLs*)
- ☒ Bookmarks or Signature Boxes
- ☒ A filename exceeding 50 Characters (*including spaces*)

Flatten Fillable Forms Prior to Upload in ASSIST

A completed fillable form (an electronic document that can be filled out and edited digitally—also called fillable, dynamic, or interactive forms) should not only be saved as a PDF; it must also be flattened to remove the interactive fields so that the final answers are saved. Flattening a form is not the same as "locking" it; locking a form restricts access to editing, printing, and copying the document.

Flattening a PDF document:

- **Keeps form values permanent.** When an interactive PDF is uploaded or emailed, every field remains open to accidental or deliberate revision. Flattening the form ensures that only the completed version of the form is visible.
- **Removes values on drop down lists.** A flattened document will show only the selected text or value, no other values and options are shown and there is no indication that options were present.
- **Simplifies the PDF.** Interactive forms are larger than normal files, which may prevent upload for submission. Flattening reduces the file size which makes it easier to render and view.

To flatten a file, follow the steps below.

1. Ensure that the form is completed and the information is correct. Go to the print settings by selecting **File > Print**.
2. On the pull-down menu of printer options, choose Adobe PDF or Microsoft Print to PDF, then click OK.
3. After clicking **OK**, a pop-up will open with options to save the PDF. Be sure to select a specific location to save the document where it can easily be found and give it a unique file name. Use a file name that clearly differentiates the completed form from the original fillable form. File names cannot exceed 50 characters.
4. The flattened form should appear in the new location with the new file name. Open it to check once more for any changes and to confirm that the conversion worked.

If you do not adhere to these requirements, you will receive an email notification from era-notify@mail.nih.gov to take action and adhere to the requirements so that your application can be processed successfully. It is highly recommended that you submit your application 24-72 hours before the submission deadline to allow for sufficient time to correct errors and resubmit the application. If you experience any system validation or technical issues after hours on the application due date, contact the eRA Service Desk and submit a Web ticket to document your good faith attempt to submit your application.

eRA Commons Validation Table

The following table shows formatting requirements and system validations required by eRA Commons and will result in errors if not met.

eRA Validations	eRA Error Messages
#1: Applicant Identifier (Item 4 on the SF-424): The PD/PI Credentials must be provided Username provided must be a valid Commons account Username must be affiliated with the organization submitting the application and/or have the PI role	The Commons Username must be provided in the Applicant Identifier field for the PD/PI. The Commons Username provided in the Applicant Identifier is not a recognized Commons account. The Commons account provided in the Applicant Identifier field for the PD/PI is either not affiliated with the applicant organization or does not hold the PI role. Check with your Commons Account Administrator to make sure your account affiliation and roles are set-up correctly.
#2. The UEI number provided must include valid characters (12 numbers)	The UEI number provided has invalid characters (other than 12 numbers)
#3. The documentation (forms) required for the NOFO must be submitted	The format of the application does not match the format of the NOFO. Contact the eRA Service Desk for assistance.
(#4 If a change or correction is made to address an error, "Changed/Corrected" must be selected. Item #1 on the SF-424). Refer to Appendix A II-4.4 for more information on resubmission criteria.	This application has been identified as a duplicate of a previous submission. The 'Type of Submission' should be set to Changed/Corrected if you are addressing errors/warnings.
#5. The application cannot exceed 1.2GB.	The application did not follow the agency-specific size limit of 1.2 GB. Resize the application to be no larger than 1.2 GB before submitting.
#6. The correct Notice of Funding Opportunity (NOFO) number must be provided	The Funding Opportunity Announcement number does not exist.
#7. All documents and attachments must be submitted in PDF format.	"The <attachment> attachment is not in PDF format. All attachments must be provided to the agency in PDF format with a .pdf extension. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm."
#8. All attachments must comply with the following formatting requirements: PDF attachments cannot be empty (0 bytes). All PDF attachments cannot have Meta data missing, cannot be encrypted, password protected or secured documents.	The {attachment} attachment was empty. PDF attachments cannot be empty, password protected or encrypted. The <attachment> attachment contained formatting or features not currently supported by NIH: <condition returned>.

eRA Validations	eRA Error Messages
The size of PDF attachments cannot be larger than 8.5 x 11 inches (horizontally or vertically). [Note: It is recommended that you limit the size of attachments to 35 MB.] PDF attachments must have a valid file name. Valid file names must include the following UTF-8 characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, period.	Filename <file> cannot be larger than U.S. standard letter paper size of 8.5 x 11 inches. See the PDF guidelines at http://grants.nih.gov/grants/ElectronicReceipt/pdf/guidelines.htm The <attachment> attachment filename is invalid. Valid filenames may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, or period. No special characters (including brackets) can be part of the filename.
#9. The email addresses for the Contact Person (SF-424 Section F) and the Authorized Representative (SF-424 below Section 21) must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid.	The submitted e-mail address for the person to be contacted {email address}, is invalid. Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid.
#10. Congressional district code of applicant (after truncating) must be valid. (SF-424, item 16 a and b)	Congressional district <Congressional District> is invalid. To locate your district, visit http://www.house.gov/

Budget Errors	
eRA Validations	eRA Error Messages
<u>SF424-A: Section A – Budget Summary</u> The total fields at the end of rows or at the bottom of columns must equal the sum of the elements for that row or column	Ensure that the sum of Grant Program Function or Activity (a) elements entered equals the total amounts in the Total field
<u>SF424-A: Section B – Budget Categories</u> The Total in Section B (Column 5 - Row k) must equal the Total in Section A – Budget Summary: (Row 5, Column g).	Ensure that the TOTALS Total (row k, column 5) equals the Budget Summary Totals in section A, row 5 column g.
<u>SF424-A: Section D – Forecasted Cash Needs</u> The Federal Total for the 1st Year (Line 13) must equal the Total in Section A (Row 5, Column g) The Non-Federal Total for 1st Year sum must equal Estimated Unobligated Funds Non-Federal Totals in Section A (d-5) + New or Revised Budget Non-Federal Totals (f-5)	Ensure that the Federal Total for 1st year, in Section D- Forecasted Needs equals the Section A, New or Revised Budget Federal Totals (e-5) amount. Ensure that the Non-Federal Total for 1st year equals the sum of Estimated Unobligated Funds Non-Federal Totals (d-5) and New or Revised Budget Non-Federal Totals (f-5) on Section A.
The Total for 1st Year TOTAL in Section D must equal the Total (Row 5, Column G) in Section A	Ensure that the Forecasted Cash Needs: 15 TOTAL equals to SECTION A – Budget Summary: Line 5. Totals, Column (g).
<u>SF424-A: Section E – Budget Estimates of Federal Funds Needed for Balance of The Project</u> The number of budget years/periods must match the span of the project. The number of years in the project period in Block 17 on the SF-424 must align with the future funding periods.	Ensure that the project period years on the SF 424 block 17 matches the provided budget periods in the SF-424A. Enter data for the first budget period in Section D and enter future budget periods in Section E.

Appendix C – General Eligibility Information

Determining whether you are eligible to apply for and receive a SAMHSA award is very important. If you are not legally eligible for a specific funding opportunity, you would spend considerable time and money completing the application process when you cannot receive the award.

There are many types of organizations generally eligible to apply for SAMHSA funding opportunities. However, eligibility is strictly tied to the statutory authority governing this award. Please be sure to double check the NOFO for eligibility. Eligibility for this NOFO may include the following:

Government Organizations

- State governments and territories
- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)
- Native American tribal governments (other than federally recognized)
- State-Recognized Tribes

Other Tribal Entities

- Tribal organizations
- Consortia of tribes or tribal organizations
- Urban Indian Organizations

Education Organizations

- Independent school districts
- Public and state-controlled institutions of higher education
- Private institutions of higher education
- Education agencies/authorities serving children and youth residing in federally recognized American Indian/Alaska Native (AI/AN) tribes

Non-profit Organizations

- Non-profits having a 501(c)(3) status with the Internal Revenue Service (IRS), other than institutions of higher education
- Non-profits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education, including entities with 501(c)(4) status (civic leagues, social welfare organizations, and local associations of employees) and 501(c)(5) status (labor organizations).

Please note: For-profit organizations and foreign entities are not eligible to apply for SAMHSA awards.

Appendix D – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

CONFIDENTIALITY AND PARTICIPANT PROTECTION:

It is important to have safeguards protecting individuals from risks associated with their participation in SAMHSA projects. **As part of Attachment 7 of the application, all applicants (including those who plan to obtain Institutional Review Board (IRB) approval) must address all of the elements below.** If some elements are not applicable to the proposed project, explain why the element(s) is not applicable.

In addition to addressing these elements, you will need to determine if the section below titled “Protection of Human Subjects Regulations” applies to your project. If so, you must submit the required documentation as described below. There are no page limits for your response to the elements in this appendix.

1. Protect Participants and Staff from Potential Risks

- Identify and describe the foreseeable physical, medical, psychological, social, and legal risks or potential adverse effects **participants** may be exposed to because of the project.
- Identify and describe the foreseeable physical, medical, psychological, social, and legal risks or potential adverse effects **staff** may be exposed to as a result of the project.
- Describe the procedures you will follow to minimize or protect participants and staff against potential risks, including risks to confidentiality.
- Identify your plan to provide guidance and assistance in the event there are adverse effects to participants and/or staff.

Responses that will be considered unacceptable or incomplete:

- *Indicating that there are **no risks** to participants. If services are being delivered as part of the project, it is **very unlikely** that there will be no foreseeable physical, medical, psychological, social, or legal risks or potential adverse effects as a result of their involvement in the project.*
- *Addressing potential risks to participants but not addressing risks to staff*
- *Neglecting to describe how the organization will provide guidance and assistance in the event there are adverse effects to participants and whether alternative treatments will be available to participants.*

2. Fair Selection of Participants

- Explain how you will recruit and select participants ensuring all populations have equitable opportunities to participate in the program.
- Identify any individuals in the geographic catchment area where services will be delivered who will be excluded from participating in the project and explain the reasons for this exclusion.

Responses that will be considered unacceptable or incomplete:

- *Not explaining reasons for including or excluding participants*
- *Not identifying how participants will be selected*

3. Absence of Coercion

- If you plan to compensate participants, state how participants will be awarded incentives (e.g., gift cards, bus passes, gifts, etc.) If you plan to implement a contingency management program, specify the evidence-based model you will use and briefly justify its use with your population(s) of focus. If you have included funding for incentives in your budget, you **must** address this item. (For specific information about incentives, see <https://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>)
- Provide justification that the use of incentives is appropriate, judicious, and conservative and that incentives do not provide an “undue inducement” that removes the voluntary nature of participation.
- Describe how you will inform participants in a culturally competent manner that they may receive services even if they choose to not participate in or complete the data collection component of the project.

Responses that will be considered unacceptable or incomplete:

- *Indicating that you do not plan to compensate participants, such as through incentives, but including funding for incentives in the budget or describing the use of incentives in the Project Narrative.*
- *Not specifying how participants will be told that they may receive services even if they choose not to participate in the data collection component of the project.*

4. Data Collection

- Identify from whom you will collect data (e.g., participants, clients, family members, teachers, others).
- Describe the data collection procedures and specify the sources for obtaining data (e.g., school records, interviews, psychological assessments, questionnaires, observation, or other sources). Identify what type of specimens (e.g., urine, blood) will be used, if any. State if the specimens will be used for purposes other than evaluation.
- In **Attachment 2**, “Data Collection Instruments/Interview Protocols,” you **must** provide copies of all available data collection instruments and interview protocols that you plan to use (unless you are providing the web link to the standardized instrument(s)/protocol(s). Include any culturally adapted data collection instruments and interview protocols.

Responses that will be considered unacceptable or incomplete:

- *Not clearly identifying all the entities from which data will be collected.*
- *Describing the use of drug testing in the Project Narrative but not providing the requested information about specimen collection.*
- *Not including data collection instruments/interview protocols (or links to websites for the instruments) in Attachment 2.*
- *Not including how the data collection will occur (i.e., paper surveys versus electronic survey links; at a school setting or at the organization’s clinic, etc.).*

5. Privacy and Confidentiality

- Explain how you will ensure privacy and confidentiality. Describe:
 - Where data will be stored,
 - Who will have access to the data collected, and
 - How the identity of participants will be kept private, for example, using a coding system on data records, limiting access to records, or storing identifiers separately from data.
- **NOTE:** Recipients must maintain the confidentiality of substance use disorder client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II, Subpart B.**

Responses that will be considered unacceptable or incomplete:

- *Not providing detailed information about where data is stored and how the identity of participants will be kept confidential.*
- *Not clearly identifying the individuals who will have access to the data.*
- *Not specifying that you agree to maintain the confidentiality of substance use disorder client records according to the provisions of Title 42 of the Code of Federal Regulations, Part II.*

6. Adequate Consent Procedures

- Include, as appropriate, sample consent forms* that provide for:
 1. informed consent for participation in service intervention;
 2. informed consent for participation in the data collection component of the project, including information that participants are informed that they may receive services even if they choose not to participate in or complete this component of the project; and
 3. informed consent for the exchange (releasing or requesting) of confidential information.
 4. Informed consent for youth participants.

*Consent forms should be written at no higher than 8th grade reading level.

- The sample forms must be included in **Attachment 3, “Sample Consent Forms”**, of your application. If needed, provide translated forms.
- Explain how you will obtain consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign?

NOTE: The consent forms should never imply that the participant waives or appears to waive any legal rights. The forms should also not imply that individuals cannot end involvement with the project or that your project or its agents will be released from liability for negligence.

Responses that will be considered unacceptable or incomplete:

- *Not providing copies of sample consent forms in Attachment 3.*
- *Not providing details on how consent/assent will be obtained for youth participants.*

- *Not providing details on how consent will be obtained for non-English speaking priority populations identified in the application.*

7. Risk/Benefit Discussion

- Discuss why the risks you have identified in **Element 1. Protect Participants and Staff from Potential Risks** are reasonable compared to the anticipated benefits to participants involved in the project.

Responses that will be considered unacceptable or incomplete:

- *Indicating there are no risks to participants in the first element and noting that this element is therefore not applicable.*
- *Not mentioning any anticipated benefits to participants involved in the project.*

PROTECTION OF HUMAN SUBJECTS REGULATIONS

SAMHSA expects that most recipients funded under this announcement will not have to comply with the Protection of Human Subjects Regulations (45 CFR 46), which requires Institutional Review Board (IRB) approval. However, in some instances, the applicant's proposed project may meet the regulation's criteria for research involving human subjects. Although IRB approval is not required at the time of award, you are required to provide the documentation below prior to enrolling participants into your project.

In addition to the elements above, applicants whose projects must comply with the Human Subjects Regulations must:

- Describe the process for obtaining IRB approval for your project.
- Provide documentation that an Assurance of Compliance is on file with the Office for Human Research Protections (OHRP).
- Provide documentation that IRB approval has been obtained for your project prior to enrolling participants.

General information about Human Subjects Regulations can be obtained through OHRP at <http://www.hhs.gov/ohrp> or (240) 453-6900. SAMHSA-specific questions should be directed to the program contact listed in Section VII of this announcement.

Appendix E – Developing Goals and Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop realistic goals and measurable objectives. This appendix provides information on developing goals and objectives for use in your Project Narrative. It also provides examples of well-written goals and measurable objectives.

GOALS

Definition – a goal is a broad statement about the long-term expectation of what should happen because of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

The characteristics of effective goals include:

- Goals address outcomes, not how outcomes will be achieved.
- Goals describe the behavior or condition in the community expected to change.
- Goals describe who will be affected by the project.
- Goals lead clearly to one or more measurable results.
- Goals are concise.

Examples

Unclear Goal	Critique	Improved Goal
Increase the substance use and HIV/AIDS prevention capacity of the local school district	This goal could be improved by <i>specifying an expected program effect in reducing a health problem</i>	Increase the capacity of the local school district to reduce high-risk behaviors of students that may contribute to substance use and/or HIV/AIDS
Decrease the prevalence of marijuana, alcohol, and prescription drug use among youth in the community by increasing the number of schools that implement effective policies, environmental change, intensive training of teachers, and educational approaches to address high-risk behaviors, peer pressure, and tobacco use.	This goal is not concise	Decrease youth substance use in the community by implementing evidence-based programs within the school district that address behaviors that may lead to the initiation of use.

OBJECTIVES

Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single

goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2020, 75% of program participants will be *placed* in permanent housing. To be effective, objectives should be clear and leave no room for interpretation.

SMART is a helpful acronym for developing objectives that are ***specific, measurable, achievable, realistic, and time-bound***:

Specific –

Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus” is a more specific objective than “Outreach workers will use their skills to reach out to drug users on the street.”

Measurable –

How much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/20 increase by 10% the number of 8th, 9th, and 10th grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable –

Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

Realistic –

Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

Time-bound –

Provide a time frame indicating when the objective will be measured or a time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

Examples:

Non-SMART Objective	Critique	SMART Objective
Teachers will be trained on the selected evidence-based substance use prevention curriculum.	The objective is not SMART because it is not <i>specific</i> , <i>measurable</i> , or <i>time-bound</i> . It can be made SMART by <i>specifically</i> indicating who is responsible for training the teachers, how many will be trained, who they are, and by when the trainings will be conducted.	<i>By June 1, 2022, LEA supervisory staff</i> will have trained <i>75% of health education</i> teachers <i>in the local school district</i> on the selected, evidence-based substance use prevention curriculum.
90% of youth will participate in classes on assertive communication skills.	This objective is not SMART because it is not <i>specific</i> or <i>time-bound</i> . It can be made SMART by indicating <i>who</i> will conduct the activity, <i>by when</i> , and <i>who</i> will participate in the lessons on assertive communication skills.	By the <i>end of the 2022 school year</i> , <i>district health educators</i> will have conducted classes on assertive communication skills for 90% of youth <i>in the middle school</i> receiving the <i>substance use and HIV prevention curriculum</i> .
Train individuals in the community on the prevention of prescription drug/opioid overdose-related deaths.	This objective is not SMART as it is not <i>specific</i> , <i>measurable</i> or <i>time-bound</i> . It can be made SMART by specifically indicating <i>who</i> is responsible for the training, <i>how many</i> people will be trained, <i>who</i> they are, and by <i>when</i> the training will be conducted.	<i>By the end of year two of the project</i> , the <i>Health Department</i> will have trained <i>75% of EMS staff in the County Government</i> on the selected curriculum addressing the prevention of prescription drug/opioid overdose-related deaths.

Appendix F – Developing the Plan for Data Collection and Performance Measurement

Information in this Appendix should be taken into consideration when developing a response for criteria in Section E of the Project Narrative.

Data Collection:

In describing your plan for data collection, consider addressing the following points:

- Electronic data collection software that will be used
- Frequency of data collection?
- Organizational processes that will be implemented to ensure the accurate and timely collection and input of data.
- Staff that will be responsible for collecting and recording the data.
- Data source and data collection instruments that will be used to collect the data.
- How well the data collection methods will take into consideration the language, norms, and values of the population(s) of focus.
- Processes and policies to keep data secure.
- If applicable, the data collection procedures to ensure that confidentiality is protected and that informed consent is obtained.
- If applicable, data collection procedures from partners and/or sub-recipients.

It is not necessary to provide information related to data collection and performance measurement in a table, but the following samples may give you some ideas about how to display the information.

Table 1 [provides an example of how information for the required performance measures could be displayed]

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

Table 2 [provides an example of how information could be displayed for the data that will be collected to measure the objectives that are included in B.1]

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a				
Objective 1.b				

Data Management and Performance Monitoring

Points to consider:

- Data protection policies and procedures, including information about storage, retention, and access.
- Frequency of reviews and monitoring of performance data
- Staff conducting data analysis, including evaluation.
- Data analysis methods and how you will use data to monitor and evaluate activities and processes.
- Staff responsible for completing reports.
- How data will be reported to staff, stakeholders, SAMHSA, an Advisory Board, and other relevant project partners.

How Data Will Be Used to Enhance the Project/Quality Improvement (QI):

Points to consider:

- If applicable, the QI model that will be used.
- How will the QI process be used to track progress?
- Staff responsible for overseeing QI processes.
- Details of how to implement any needed changes to project implementation and/or project management.
 - What decision-making processes will be used??
 - When and by whom will decisions be made concerning project improvement?
 - What are the thresholds for determining that changes need to be made?
 - Will the Advisory Board have a role in the QI process?
 - How will the changes be communicated to staff and/or partners/sub-recipients?

Appendix G – Biographical Sketches and Position Descriptions

Include position descriptions and biographical sketches for all project staff as supporting documentation to the application. The formatting requirements outlined in Appendix B are not applicable for these documents.

Biographical Sketch

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:

1. Name of staff member
2. Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
3. Professional experience
4. Recent relevant publications

Position Description

1. Title of position
2. Description of duties and responsibilities
3. Qualifications for position
4. Supervisory relationships
5. Skills and knowledge required
6. Amount of travel and any other special conditions or requirements
7. Salary range
8. Hours per day or week

Appendix H – Addressing Behavioral Health Disparities

SAMHSA expects recipients to submit a Behavioral Disparity Impact Statement (DIS) within 60 days of receiving the award.

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance equity for all, and to identify racial, ethnic, sexual and gender minority, and rural populations at highest risk for experiencing behavioral health disparities as part of their projects. The purpose of the DIS is for recipients to identify and address health disparities¹¹ and to develop and implement an action plan with a disparity reduction quality improvement process to close the identified gap(s). The aim is to achieve targeted behavioral health equity¹² for disparate populations and improve systems.

SAMHSA provides a DIS Worksheet that award recipients are expected to use to respond to this special condition of award.

The main components of the DIS are:

Identify and describe the scope of the problem (i.e., behavioral health disparity) related to the program and the population(s) of focus that experience disparate access, use, and outcomes. Identify data sources that will be used to inform the DIS (this should be in alignment with the information provided in your application). Complete a table that includes this information at the individual/client, organizational or systemic level as it relates to GPRA data collection requirements.

¹¹ Healthy People 2030 defines a health disparity as a “particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

¹² Behavioral health equity is the right to access high quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. Advancing behavioral health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with quality services, this involves addressing social determinants of health, such as employment and housing stability, insurance status, proximity to services, and culturally responsive care – all of which have an impact on behavioral health outcomes.

- Identify Social Determinant of Health (SDOH) domain(s) that your organization will work to address and improve for the identified population(s) of focus using the NOFO. Visit [Healthy People 2030](#) for more information on the five (5) domains. Using the Behavioral Health Implementation Guide, identify Culturally and Linguistically Appropriate Services (CLAS) standards that your organization plans to meet, expand, or improve through this funding opportunity. Review the [Behavioral Health Implementation Guide](#) for full explanations of the overarching themes and 15 CLAS Standards with behavioral health related samples, strategies, and examples.
- Develop and implement a disparity reducing quality improvement action plan to address the behavioral health disparity(ies) experienced by underserved population differences based on the GPRA data on access, use, and outcomes of activities. The plan should include realistic goals and SMART objectives (see [Appendix E](#)), the activities that will be implemented to address disparities, the intended impact, timeline, measurement, and evaluation. Ensure documentation of the processes, progress, and outcomes on how the identified behavioral health disparity(ies) have improved.

Recipients are expected to provide, at a minimum, an annual update on the DIS (e.g., what worked, what did not work, what modifications were made) as part of the programmatic progress reports per the NOFO.

Examples of a DIS are available on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

DIS Related Terminology and Resources

Definition of Health Disparities

Healthy People 2030 defines a health disparity as a “particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

Social Determinants of Health (SDOH)

[SDOH](#) are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. SDOH can be grouped into 5 domains:

- Economic Stability
- Education Access and Quality

- Health Care Access and Quality
- Neighborhood and Built Environment
- Social and Community Context

For more information about SDOH Z codes and how SDOH are being used to narrow the health disparities gaps, see <https://www.cms.gov/files/document/zcodes-infographic.pdf>; <https://www.cms.gov/files/document/cms-omh-january2020-zcode-data-highlightpdf.pdf>; and <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6207437/pdf/18-095.pdf>

Definition of Equity

Equity is the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. Addressing issues of equity should include an understanding of intersectionality and how multiple forms of discrimination impact individuals' lived experiences. Individuals and communities often belong to more than one group that has been historically underserved, marginalized, or adversely affected by persistent poverty and inequality. Individuals at the nexus of multiple identities often experience unique forms of discrimination or systemic disadvantages, including in their access to needed services.

Definition of Health Equity

Health equity is the attainment of the highest level of health for all people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities. Behavioral health equity is the right to access quality health care for all populations regardless of the individual's race, ethnicity, gender, socioeconomic status, sexual orientation, or geographical location. This includes access to prevention, treatment, and recovery services for mental and substance use disorders.

Underserved populations

SAMHSA applicants are routinely asked to define the population they intend to serve given the focus of a particular program (e.g., adults with opioid use disorders at risk of overdose; adults with serious mental illness [SMI]; adolescents engaged in underage drinking; populations at risk for contracting HIV/AIDS, etc.). Within these populations of focus are *underserved populations* that may have unequal access to, use of, or outcomes from provided services. These disparities may be the result of differences in race, ethnicity, language, culture, and/or socioeconomic factors specific to that

underserved population. For instance, Latino adults with opioid use disorder may be at heightened risk for overdoses due to lack of in-language prevention campaigns and treatment; African Americans with an SMI may more likely to terminate treatment prematurely due to lack of providers with whom they can develop a therapeutic relationship; Native American youth may have an increased incidence of underage drinking due to coping patterns related to historical trauma; and African American women may be at greater risk for contracting HIV/AIDS due to lack of access to education on risky sexual behaviors in urban low-income communities, etc. While these factors might not be pervasive among the general population served by a recipient, they may be predominant among underserved populations or groups vulnerable to disparities. It is imperative that recipients understand who is being served, who is underserved, and who is not being served within their community in order to provide outreach and care that will yield positive outcomes, per the focus of the award. For organizations to attend to the potentially disparate impact of their award efforts, recipients are asked to address access, use and outcomes, disaggregated by underserved populations. Underserved populations can be defined by the following factors:

- By race
- By ethnicity
- By gender identity (including transgender populations)
- By sexual orientation (including lesbian, gay and bisexual populations)

Access refers to which populations/underserved populations are being served/reached by the program. Use refers to what interventions/services are received by the various populations. Outcomes refers to the outcome measures stipulated by the award and examined across underserved populations.

Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards)

The ability to address the quality of care provided to underserved populations served within SAMHSA's programs is enhanced by programmatic alignment with the federal National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards).

The CLAS Standards are comprised of 15 Standards that provide a blueprint for health and health care organizations to implement culturally and linguistically appropriate, respectful, and responsive services that will advance health equity, improve quality, and help eliminate health care disparities.

The CLAS Standards are grouped into a Principal Standard and three themes focused on

- 1) Governance and Leadership.
- 2) Communication and Language Assistance.
- 3) Engagement, Continuous Improvement and Accountability.

Widely embraced by States and health care systems, the National CLAS Standards are more recently being promoted in behavioral health care, which includes a Behavioral Health CLAS Implementation Guide at https://www.minorityhealth.hhs.gov/Assets/PDF/clas%20standards%20doc_v06.28.21.pdf. You can learn more about the CLAS mandates, guidelines, and recommendations at: <https://thinkculturalhealth.hhs.gov/clas>.

Guidelines for behavioral health implementation of the CLAS Standards can be found at <https://thinkculturalhealth.hhs.gov/clas>. This document addresses the importance of improving access to behavioral health care, promoting quality behavioral health programs and practice, and ultimately reducing persistent disparities in mental health and substance use prevention, treatment, and recovery for underserved, minority populations and communities.

Appendix I – Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable/unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75>. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

Guidelines for recipients on financial management requirements are available at <https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements>.

SAMHSA funds may not be used to:

- Purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).
- Purchase, procure, or distribute pipes or cylindrical objects intended to be used to smoke or inhale illegal scheduled substances.
- Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. (See 45 CFR 75.421(e)(3))
- Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to 25% of a given budget period or \$150,000 (whichever is less) for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Pay for housing other than recovery housing which includes application fees and security deposits.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, each individual contingency must be \$15 or less in value and clients may not receive contingencies totaling more than \$75 per budget period.

- Meals are generally unallowable unless they are an integral part of a conference award or specifically stated as an allowable expense in the NOFO (See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>)
- Purchase firearms.
- General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2021, Division H, Title V, Section 526, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- **Salary Limitation:** The Consolidated Appropriations Act, 2023 (Public Law 117-328), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA awards and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, which is **\$212,100**. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation does not apply to consultants but does apply to subrecipients under a SAMHSA award or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.

Appendix J – Intergovernmental Review (E.O. 12372) Requirements

States with SPOCs

All SAMHSA programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (DHHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. Certain jurisdictions have elected to participate in the EO process and have established State Single Points of Contact (SPOCs). Information on the SPOC for participating states can be found at: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>

This requirement does not apply to American Indian/Alaska Native tribes or tribal organizations. If your state participates, contact your SPOC as early as possible to alert him/her to the prospective application(s) and to receive any necessary instructions on the state's review process. For proposed projects serving more than one state, you are advised to contact the SPOC of each affiliated state.

The SPOC should send any state review process recommendations to the following address within 60 days of the application deadline:

Director, Division of Grants Management
Office of Financial Resources,
ATTN: SPOC – Funding Announcement No. SM-23-006
Substance Abuse and Mental Health Services Administration,
5600 Fishers Lane, Room 17E20
Rockville, MD 20857

States without SPOCs

If your state does not have a SPOC and you are a community-based, non-governmental service provider, you must submit a Public Health System Impact Statement (PHSIS)¹³ to the head(s) of appropriate state and local health agencies in the area(s) to be affected no later than the application deadline. The PHSIS is intended to keep state and local health officials informed of proposed health services applications submitted by community-based, non-governmental organizations within their jurisdictions. If you are

¹³ Approved by OMB under control no. 0920-0428; Public reporting burden for the Public Health System Reporting Requirement is estimated to average 10 minutes per response, including the time for copying the first page of SF-424 and the abstract and preparing the letter for mailing. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0920-0428. Send comments regarding this burden to CDC Clearance Officer, 1600 Clifton Road, MS D-24, Atlanta, GA 30333, ATTN: PRA (0920-0428).

a state or local government or American Indian/Alaska Native tribe or tribal organization, you are not subject to these requirements.

The PHSIS consists of the following information:

- A copy of the first page of the application (SF-424); and
- A summary of the project, no longer than one page in length that provides: 1) a description of the population to be served; 2) a summary of the services to be provided; and 3) a description of the coordination planned with appropriate state or local health agencies.

For SAMHSA awards, the appropriate state agencies are the Single State Agencies (SSAs) for substance abuse and mental health. A listing of the SSAs for substance abuse and the SSAs for mental health can be found on SAMHSA's website at <http://www.samhsa.gov/grants/applying/forms-resources>. If the proposed project falls within the jurisdiction of more than one state, you should notify all representative SSAs.

Review Section IV of the NOFO carefully to determine if you must include an attachment with a copy of a letter transmitting the PHSIS to the SSA. The letter must notify the state that, if it wishes to comment on the proposal, its comments should be sent no later than 60 days after the application deadline to the following address:

Director of Grants Management
Office of Financial Resources,
ATTN: SSA – Funding Announcement No. SM-23-006
Substance Abuse and Mental Health Services Administration
5600 Fishers Lane, Room 17E20
Rockville, MD 20857

In addition, applicants may request that the SSA send them a copy of any state comments. The applicant must notify the SSA within 30 days of receipt of an award.

Appendix K – Administrative and National Policy

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website.

HHS Grants Policy Statement (GPS)

If your application is funded, you are subject to the requirements of the HHS Grants Policy Statement (GPS) that are applicable based on recipient type and purpose of award. This includes any requirements in Parts I and II of the HHS GPS that apply to the award. The HHS GPS is available at <http://www.samhsa.gov/grants/grants-management/policies-regulations/hhs-grants-policy-statement>. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the NoA).

HHS Award Regulations

If your application is funded, you agree that the award and any activities thereunder are subject to all provisions of 45 CFR part 75, currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisions. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Additional Terms and Conditions

Depending on the nature of the specific funding opportunity and/or your proposed project as identified during review, SAMHSA may negotiate additional terms and conditions with you prior to award. These may include, for example:

- actions required to be in compliance with confidentiality and participant protection/human subjects requirements.
- requirements relating to additional data collection and reporting.
- requirements relating to participation in a cross-site evaluation.
- requirements to address problems identified in review of the application or the budget and narrative justification.

Performance Goals and Objectives

If your application is funded, you will be held accountable for the information provided in the application relating to performance targets. SAMHSA program officials will consider your progress in meeting goals and objectives, as well as your failures and strategies for overcoming them, when making an annual recommendation to continue the award and the amount of any continuation award. In addition, you must relate financial data and accomplishments to the performance goals and objectives of the award. Failure to meet stated goals and objectives may result in suspension or termination (see [2 CFR](#)

[200.202](#), [2 CFR 200.301](#) and [2 CFR 200.329](#)) of the award, or in reduction or withholding of continuation awards.

Termination of Federal Award

Note that the OMB revisions to Guidance for Grants and Agreements termination provisions located at [2 CFR § 200.340](#) - Termination apply to all federal awards effective August 13, 2020.

Accessibility Provisions for All Award Application Packages and Funding Opportunity Announcements

Should you successfully compete for an award, recipients of federal financial assistance (FFA) from HHS will be required to complete an HHS Assurance of Compliance form (HHS 690) in which you agree, as a condition of receiving the grant, to administer your programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, age, sex, and disability, and agreeing to comply with federal conscience laws, where applicable. This includes ensuring that entities take meaningful steps to provide meaningful access to persons with limited English proficiency; and ensuring effective communication with persons with disabilities. Where applicable, Title XI and Section 1557 prohibit discrimination on the basis of sexual orientation, and gender identity, the HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

You will administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. You will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws require taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/index.html>.

- For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable

modifications, and to provide effective communication, see <https://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated antidiscrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

Acknowledgement of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations, and other documents, such as tool-kits, resource guides, websites, and presentations describing the projects or programs funded in whole or in part with HHS federal funds. The recipient must clearly state: 1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and 2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

Supplement Not Supplant

Funds may be used to supplement existing activities. Award funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal award (2 CFR Part 200, Appendix XI).

Mandatory Disclosures

A term may be added to the NoA which states: Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to SAMHSA at the following address:

SAMHSA
Attention: Office of Financial Advisory Services
5600 Fishers Lane
Rockville, MD 20857

You may also submit a complaint via the [OIG Hotline online form](https://oig.hhs.gov/fraud/report-fraud/) (see <https://oig.hhs.gov/fraud/report-fraud/>), by phone (1-800-447-8477), or by mail to the following address:

U.S. Dept. of Health and Human Services
Office of the Inspector General
ATTN: OIG Hotline Operations
P.O. Box 23489
Washington, DC 20026

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance; including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321)."

System for Award Management (SAM) Reporting

A term may be added to the NoA that states: "In accordance with the regulatory requirements provided at 45 CFR 75.113, 2 CFR 25, and Appendix XII to 45 CFR Part 75, recipients that have currently active federal awards and procurement contracts with cumulative total value greater than \$10,000,000, must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a federal award that reached final disposition within the most recent five-year period. The recipient also must make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75."

Drug-Free Workplace

A term may be added to the NoA that states: "You as the recipient must comply with drug-free workplace requirements in Subpart B of part 382, which adopts the Government-wide implementation (2 CFR part 182) of section 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707)."

Smoke-Free Workplace

The Public Health Service strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, 20 USC 6081 et seq., the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Standards for Financial Management

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their award/subaward-specific identity and may not be commingled with non-federal funds or other federal funds. "Commingling funds" typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures. Common mistakes related to comingling are outlined below:

- ***Commingling of Cost Centers:*** Every business activity constitutes a cost center. Examples of cost centers include: a federal award, a state award, a private award, matching costs for a specific award, a self-funded project, fundraising activities, membership activities, lines of business, unallowable costs, indirect costs, etc. Recipients and subrecipients must establish a unique account(s) in the accounting system to capture and accumulate expenditures of each cost center, apart from other cost centers.
- ***Commingling of Cost Categories:*** Recipients and subrecipients must avoid budget fluctuations that violate programmatic restrictions. They must also avoid applying indirect cost rates to prohibited cost categories, such as equipment, participant support costs and subcontracts/subawards in excess of \$25,000. As a result, recipients must establish unique object codes in the accounting system to capture and 59 accumulate costs by budget category (i.e., salaries, fringe benefits, consultants, travel, participant support costs, subcontracts, etc.).
- ***Commingling of Time Worked and Not Worked:*** Recipients and subrecipients may not directly charge an award for employees' time not spent working on the award. Therefore, Paid Time Off (PTO), such as vacation, holiday, sick and other paid leave, is not recoverable directly from awards, but rather must be allocated to all awards, projects, and cost centers over an entire cost accounting period through either an indirect cost or fringe benefit rate.
- ***Unsupported Labor Costs:*** To support charges for direct and indirect salaries and wages, recipients and subrecipients maintaining hourly timesheets must ensure that timesheets encompass all hours worked and not worked on a daily basis. The timesheet should identify the: (a) award, project or cost center being worked on; (b) number of hours worked on each; (c) description of work performed; and (d) Paid Time Off (PTO) hours. The total hours recorded each day should coincide with an individual's employment status in accordance with established policy (i.e., fulltime employees work 8 hours each day, etc.).
- ***Inconsistent Treatment of Costs:*** Recipients and subrecipients must treat costs consistently across all federal and non-federal awards, projects, and cost centers. For example, recipients and subrecipients may not direct-charge federal awards for costs typically considered indirect in nature, unless done consistently.

Examples of indirect costs include administrative salaries, office rent, accounting fees, utilities, etc. Additionally, in most cases, the cost to develop an accounting system adequate to justify direct charging of the aforementioned items outweighs the benefits. As a result, use of an indirect cost rate is the most effective mechanism to recover these costs and not violate federal financial requirements of consistency, allocability and allowability. If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that the recipient or subrecipient has developed a cost accounting system that can withstand audit scrutiny and therefore the system must be adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. All costs are subject to subsequent agency review and/or audit scrutiny in accordance with awards' terms and conditions.

Trafficking in Persons

Awards issued by SAMHSA are subject to the requirements of [2 CFR part 175](#) and [22 USC 7104\(g\)](#). For the full text of the award term, go to <http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

NOTE: The signature of the AOR on the application serves as the required certification of compliance for your organization regarding the administrative and national policy requirements.

Publications

Recipients are required to notify the Government Project Officer (GPO) of any materials based on the SAMHSA-funded project that are accepted for publication. In addition, SAMHSA requests that recipients:

- Provide the GPO with advance copies of publications.
- Include acknowledgment of the SAMHSA program as the source of funding for the project.
- Include a disclaimer stating that the views and opinions contained in the publication do not necessarily reflect those of SAMHSA or the U.S. Department of Health and Human Services and should not be construed as such.

SAMHSA reserves the right to issue a press release about any publication deemed by SAMHSA to contain information of program or policy significance to the substance use treatment/substance use prevention/mental health services community.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As described in [2 CFR 200.216](#), recipients and subrecipients are prohibited to obligate or spend award funds (to include direct and indirect expenditures as well as cost share and program) to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Appendix L – Sample Budget and Justification

All applications must have a detailed budget justification and narrative that explains the federal and the non-federal expenditures broken out by the object class cost categories listed on SF-424A – Section B (Budget Category) for non-construction awards.

- The detailed budget must match the costs identified on the SF-424A and the total costs on the SF-424.
- The Budget Narrative and justification must be consistent with and support the Project Narrative.
- The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.
- NOFOs invite applications for periods of performance of one to up to five years. Generally, awards, on a competitive basis, will be for a one-year budget period but the period of performance may be up to five years. Submission and SAMHSA approval of the progress report(s) and any other required submission or reports is the basis for the budget period renewal and release of subsequent year funds. Funding beyond the one-year budget period but within the multi-year period of performance is subject to availability of funds and satisfactory progress of the recipient. Progress will be evaluated by submission of data on required performance measures, satisfactory achievement of identified goals and objectives, providing services to the projected number of individuals specified in the application, and satisfactory resolution of barriers and challenges that arise in the implementation of the project.
- Refer to the program specific Funding Restrictions/Limitations and the Standard Funding Restrictions in the NOFO, as well as to 45 CFR Part 75 (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>), for applicable administrative requirements and cost principles.

SAMHSA Budget Template

To expedite review of your application, it is highly recommended you use the following PDF budget template to complete the Detailed Budget and Narrative Justification for submission with your application:

- The budget template can be found on the [SAMHSA Forms and Resources webpage](#) – scroll down to “**SAMHSA Budget Template**” section. You **must**

download the budget template PDF to your computer first before opening it directly in Adobe Acrobat or Acrobat Reader (not your internet browser):

1. Right-click the link "**SAMHSA Budget Template (PDF)**"
2. Select "save link as" and save to a location on your computer
3. Go to the saved location and open the "SAMHSA Budget Template (PDF)" using Adobe Acrobat or Acrobat Reader.

Guidance

The following documents provide guidance on using the budget template:

- [Key Features of the Budget Template](#)
- [Budget Template Users Guide](#)
- [Budget Review Checklist](#) – use this checklist to review your detailed budget and narrative justification before submission to SAMHSA.

Note: For SAMHSA to view all of your budget data, you must convert the PDF to a non-editable format by **PRINTING TO PDF** before submission.

Sample Budgets

The following PDFs are samples of detailed budgets and narrative justification:

- [Sample SF-424 - New Awards \(PDF | 1.3 KB\)](#)
- [Sample Budget – NON-MATCH \(PDF | 697 KB\)](#)
- [Sample Budget – MATCH \(PDF | 729 KB\)](#)

Completing the SF-424A (see Section IV)

Budget Cost Categories

Personnel Costs: Explain personnel costs by listing each staff member who will be working directly on the award by name (if possible), position title, percentage level of effort or proposed hours and annual salary. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or **\$212,100**. An individual's base salary, per se, is NOT constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to SAMHSA awards and cooperative agreements. The salary limitation does not apply to consultants but does apply to all subawards and subcontracts.

Note: If an organization is selected for an award and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk. If SAMHSA's review of the Key Personnel request results in the proposed individual not being approved or deemed not qualified for the position, the expectation is that the organization must submit a qualified candidate to be placed in the Key Personnel position. SAMHSA will not be liable for any costs incurred or pay for salaries of a Key Personnel that is not approved or deemed not qualified for the program.

Fringe Benefits: Fringe benefits typically include items, such as health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement and paid absences. Fringe benefits are recoverable in accordance with an organization's federally approved indirect cost rate agreement, if applicable, or the organization's accounting practices, provided those practices are consistent with federal cost principles and result in a fair and equitable allocation of fringe benefits.

Travel: List travel costs according to local and long-distance travel. For local travel, outline the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel. The budget should also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participating in meetings and other proposed trainings or workshops. Name the traveler(s) if possible, describe the purpose of the travel, provide number of trips involved, the destinations, and the number of individuals for whom funds are requested.

Equipment: List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of items that meet the definition of equipment (a unit cost of \$5,000 or more and a useful life of one or more years). For example, large items of medical equipment.

Supplies: Include the programmatic items necessary to implement the proposed project (e.g., examination gloves, etc.). Conversely, general office supplies (e.g., paper, pencils, etc.) should be recovered through a federally-approved indirect cost rate or de minimis rate.

Per 45 CFR § 75.321, property will be classified as supplies if the acquisition cost is under \$5,000. Note that items such as laptops, tablets, and desktop computers are classified as a supply if the value is under the \$5,000 equipment threshold.

Vendor Contracts/Subawards & Subcontracts/Consortiums/Consultants: Provide a clear explanation as to the purpose, the basis for how costs were estimated, and the specific deliverables. You are responsible for ensuring that your organization has adequate procurement and merit review systems with fully developed written procedures for awarding and monitoring vendor contracts and subawards/subcontracts, respectively. Recipients must notify potential subrecipients to register in SAM and provide the

recipient with their UEI number (see 2 CFR part 25). For consultant services, list the total costs for all consultant services. In the budget narrative, identify each consultant, the services he/she will perform, total number of days, travel costs, and total estimated costs.

Note: To assist with classifying costs and relationships, note that vendor contracts are for the purpose of obtaining goods and services (i.e., examination gloves provided by a medical supply company). Conversely, subawards/subcontracts are for the purpose of carrying out a portion of a federal award (i.e., a health care clinic providing substance use treatment services directly to patients). Your organization must ensure proper classification of costs and relationships. For subrecipient relationships, your organization must ensure written subaward/subcontract agreements are in place. These written agreements must require that subrecipients comply with the same terms and conditions as the prime recipient, as applicable (i.e., financial management requirements, audit requirements, etc.) In other words, the requirements imposed on the prime recipient must “flow down” to subrecipients. Written agreements should also describe the scope of work, deliverables, etc.

Other: Include all costs that do not fit into any other category and provide an explanation of each cost in this category (e.g., provider licenses, dedicated space rental, etc.).

Indirect Costs: Indirect costs are those costs incurred for common or joint objectives which cannot be readily and specifically identified with a particular project or program but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For some institutions, the term “facilities and administration” (F&A) is used to denote indirect costs.

Applicants may request full indirect costs, subject to statutory and regulatory limitations.

Applicants may request full indirect costs, subject to statutory and regulatory limitations, and submission of an approved Negotiated Indirect Cost Rate Agreement (NICRA) established by the cognizant Federal agency (typically the agency that provides the most funds). If indirect costs are claimed, a copy of the NICRA must be submitted with the application. If unable to obtain a NICRA from the cognizant agency at the time of application, the applicant may elect to recover indirect costs using a de minimis rate as explained below. Otherwise, the applicant may only be reimbursed for allowable direct costs. Violation of cost accounting principles is not permitted when re-budgeting or charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs.

Applicants may elect a 10% de minimis indirect cost rate, subject to statutory and regulatory limitations.

Applicants who cannot obtain a NICRA from their cognizant Federal agency at the time of application may elect a 10% de minimis rate, subject to statutory and regulatory limitations.

The 10% *de minimis* rate may be used indefinitely and should be applied to Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award.) MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Violation of cost accounting principles is not permitted when charging costs to awards. Rather, costs must be consistently charged as either direct or indirect costs. Additionally, once elected, the 10% *de minimis* rate must be applied to all existing awards. If the cognizant agency issues a NICRA subsequent to the award, the negotiated rate may *not* be retroactively applied.

Waived Indirect Costs – An applicant may elect *not* to request recovery of indirect costs. If so, the applicant should write *None Requested* in the same space allotted for Item J of the budget sheet.



ITEM # 24

**APPROVAL OF MINUTES: FEBRUARY 27, 2023 SPECIAL CITY COUNCIL
MEETING; MARCH 1, 2023 SPECIAL CITY COUNCIL MEETING; MARCH 13, 2023
SPECIAL CITY COUNCIL MEETING**



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

MONDAY, FEBRUARY 27, 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 6:03 p.m.

ROLL CALL

Members present were Councilmember Melendez, Councilmember Tamayo, Mayor Pro Tem Peralta, and Mayor Torres. Councilmember Jimenez arrived at 6:11 p.m. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Director of Planning and Community Development Joseph Palombi, and Deputy City Clerk Kimberly Guillen.

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.

Mayor Torres stated that the Public Comment Portion would be a dialogue and that participants would have an opportunity to come up to the podium to speak after the Public Comment Section for additional comments.

The City Clerk's Office acknowledged six (6) speaker card(s) submitted to the City Clerk's Office. Said speaker card(s) are on file at the City Clerk's office.

REGULAR SESSION

CORRECTIONS TO THE AGENDA CITY MANAGER

None.

REGULAR BUSINESS**1. REVIEW OF BROWNFIELD OVERLAY DISTRICT****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file.
2. Take such additional, related action that may be desirable.

Director of Planning and Community Development Joseph Palombi provided a PowerPoint presentation on the item. The presentation covered the current areas of concern; potential damage; maps of the area; the history associated with the Brownfield Area, and objectives for future actions.

Councilmember Jimenez stated that the City should work with a consultant to understand how the City can come to a conclusion to assess the issue and help the residents and businesses affected by the issue. She believes that the residents in the southern area are not aware of what is going on.

Councilmember Melendez thanked everyone who attended the meeting and asked staff if they could clarify what issues could arise from the contaminated land. He further suggested townhall meetings in the southern area to invite the residents and business owners to discuss how to mitigate the issue.

Director Palombi stated that he was not qualified to provide clarification.

Councilmember Tamayo expressed the importance of working with businesses, residents, and the regulating agencies.

Mayor Pro Tem Peralta thanked the staff and the residents for participating in the study session.

Mayor Torres thanked everyone who was involved in understanding the history and current status. Mayor Torres asked clarifying questions, including describing a pre-regulation closed landfill, and the grant funding that was awarded to the City to study the area. Director Palombi provided clarification.

Mayor Torres asked a member of the audience, Mark Cousino, Hazard Management Consultant, clarifying questions regarding quarterly reviews conducted by Los Angeles County. Mr. Cousino provided clarification.

Mayor Torres asked if there was a representative from the Regulatory Agencies - State or Federal Office. Assistant City Manager Salazar stated that there was not.

Mayor Torres welcomed any additional comments from members of the public.

One (1) member of the public made additional comments based on the presentation provided, said speaker card is on file in the City Clerk's Office.

City Attorney Alvarez-Glasman stated that his office sent out correspondence to every business owner in the district to provide outreach for further review and analysis.

Mayor Torres suggested to any regulatory agencies that were watching to comment on the issue. Mayor Torres directed staff to create an RFP for Council consideration to understand what an analysis would entail.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Peralta to approve Mayor Torres's direction. The motion was approved unanimously.

ADJOURNMENT

The City of Montebello will adjourn to a **Special City Council Meeting scheduled on Wednesday, March 1, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocity.gov> (Click on Live Stream).

Date and Posted: February 23, 2023 at 3:00 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Alicia Fernandez, Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez to adjourn the meeting at 7:00 p.m.

THE MINUTES OF FEBRUARY 27, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF MAY 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:** 2/27/23**Time Received:** 6pm**Date Received:** _____**SPEAKER'S FULL NAME:** Bobby Nassir **PHONE:** 310-466-7225
(Optional)**ADDRESS:** _____
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** None**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 27 / 23

Time Received: _____

Date Received:

FEB 27 / 23

SPEAKER'S FULL NAME:

GREG DUBUQUIS (DEBUQ)

PHONE: _____

(Optional)

ADDRESS:

1501 CHAPW ROAD

(Optional)

ORGANIZATION REPRESENTED:

LIBERTY LIVINGSTONE W/COM

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:**

2/27

Time Received:

6pm

Date Received:

2/27

SPEAKER'S FULL NAME:

Jacie Bayd Swift

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:Opposed ☒In Support ☐Neutral ☐**TOPIC:****NOTES:**

50 mont. emp.

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:**2/27/23**Time Received:**6:00 AM**Date Received:**2/27/23**SPEAKER'S FULL NAME:**Mark Cousin (COUSINO)**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:

2/27/23

Time Received: _____

Date Received:

2/27/23

SPEAKER'S FULL NAME:

Tila Gregorian

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



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:

2/27/23

Time Received: _____

Date Received:

2/27/23

SPEAKER'S FULL NAME:

Andre 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 ☐

In Person ☐

AMENDED AGENDA



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, MARCH 1, 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 6:06 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, Councilmember Tamayo; Treasurer Matanga was also present. Councilmember Jimenez arrived at 6:11 p.m. and City Clerk Jimenez was absent.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may **only** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged eight (8) speaker card(s) submitted to the City Clerk. Said speaker card(s) are on file at the City Clerk's office.

CLOSED SESSION

Mayor Torres recessed the meeting into Closed Session at 6:36 p.m. to consider the following Closed Session items:

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager

REGULAR SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 6:50 p.m.

All five members were present to discuss the Closed Session item. The City Attorney provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

REGULAR BUSINESS - IMMEDIATELY FOLLOWING CLOSED SESSION**2. DRAFT GENERAL PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file.
2. Take such additional, related action that may be desirable.

Director Joseph Palombi provided some context of the Draft General Plan and introduced Mr. Kaiser Rangwala to provide a presentation to the City Council. The presentation included the General Plan Housing Element update, the Downtown Specific Plan, visual renderings of the City, and the fiscal element of the plan. Mr. Rangwala was available to answer any questions.

Mayor Torres asked if a policy could be drafted for residents to apply to be a historic site and offered suggestions of some historical sites in Montebello. Mr. Rangwala noted he would consult with their historical consultant to consider Mr. Torres suggestions.

Councilmember Jimenez motioned to receive and file this item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

3. DOWNTOWN MONTEBELLO SPECIFIC PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file.
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned to receive and file this item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on Wednesday, 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 the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting. **Date and Posted: February 28, 2023 by 4:00 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 MARCH 1, 2023. ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF MAY 2023

DRAFT

SPEAKER CARDS



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.** 1**Meeting Date:** 03-01-2023**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**Rosa Tamayo**PHONE:**323 724-6099
(Optional)**ADDRESS:** _____

(Optional)

ORGANIZATION REPRESENTED: _____Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____Translation Needed: No ☐ Yes ☐ Language: _____**Received by Staff** _____**Received Via:** Email ☐ Phone ☐ In Person ☐



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.**

1

Meeting Date:

3/1/23

Time Received:**Date Received:****SPEAKER'S FULL NAME:**

Tila Gregorian

PHONE:on file
(Optional)**ADDRESS:**

on file

(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.** 1**Meeting Date:** _____**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**California City Manager
Foundation**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.** 1**Meeting Date:** _____**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:** Yvonne Miller**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.** 2**Meeting Date:**3-1-2023**Time Received:**5:48**Date Received:**3-1-2023**SPEAKER'S FULL NAME:**Elva Gomez on behalf of Raphael Osorio**PHONE:**323 633-346

(Optional)

ADDRESS:~~poplar~~ poplar St Montebello

(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:3-1-2023**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.** 102**Meeting Date:**March 1, 2023**Time Received:**555 pm**Date Received:**March 1, 2023**SPEAKER'S FULL NAME:**MARGOT EISEL**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. 1

Meeting Date:

3/1

Time Received:

6:13

Date Received:

3/1

SPEAKER'S FULL NAME:

Joella Valdez

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 ☐

Submitted after the statement

CITY OF MONTEBELLO

Request No. _____



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.

1

Meeting Date:

3/1/23

Time Received:

Date Received:

SPEAKER'S FULL NAME:

David Hornback

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

general

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:**

8/1

Time Received:**Date Received:****SPEAKER'S FULL NAME:**

Delia Delgado

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

N/A

Opposed ☐In Support ☐Neutral ☐**TOPIC:**

General

NOTES:**ACCOMMODATIONS:****Translation Needed:**No ☐Yes ☐**Language:****Received by Staff****Received Via:**Email ☐Phone ☐In Person ☐

AMENDED AGENDA



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

MONDAY, MARCH 13, 2023 AT 6:00 PM

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

**TELECONFERENCE LOCATION FOR MAYOR PRO TEM PERALTA:
1027 SHIELA CT.
MONTEBELLO, CA 90640**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:09 p.m.

ROLL CALL

Members present were Mayor Torres, Councilmember Melendez, Councilmember Tamayo, and Mayor Pro Tem Peralta joined via teleconference. Councilmember Jimenez arrived at 6:14 p.m. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, and Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may **only** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged one (1) member(s) of the public wishing to address the City Council. Speaker(s) were provided three minutes to address the City Council and said speaker card(s) are on file at the City Clerk's office.

REGULAR SESSION**CORRECTIONS TO THE AGENDA - CITY MANAGER**

None

REGULAR BUSINESS**1. STUDY SESSION TO ESTABLISH RULES OF ORDER OF THE CITY COUNCIL/AGENCY MEETINGS****RECOMMENDATION: It is recommended that the City Council:**

1. Review the attached draft City Council/Agency Meeting Rules of Order Handbook; and
2. Discuss and establish new rules of order of the City Council/Agency meetings and incorporate the same into a Rules of Order Handbook or by modifying Resolution No. 23-17, or both; and
3. Take such additional, related action that may be desirable.

Mayor Torres spoke about the procedures for Council Meetings that are being proposed. He provided a background on how the item came about and informed the Council that they would review each section.

Under Section II. City Council/ Agency Meetings and Agenda Materials - A. Regular Meetings, Mayor Torres stated that Council suggests that Regular Business start at 7 p.m. Additionally, Mayor Torres asked if the Agenda could be posted five business days before the meeting.

Assistant City Manager Salazar stated that it would not be feasible. City Attorney Alvarez-Glasman agreed and further stated that it takes time to review the reports.

Mayor Pro Tem Peralta stated that if staff cannot post five business days prior, then perhaps the Council should receive a copy of the draft agenda. Mayor Pro Tem Peralta suggested receiving copies of draft staff reports for voluminous items.

Assistant City Manager Salazar stated she felt uncomfortable providing draft documents. She suggested providing attachments in advance.

Under Section II. Time and Place of Council/Agency Meetings - C. Broadcasting of Meetings, Mayor Torres suggested adding YouTube Channel.

Under Section II. Time and Place of Council/Agency Meetings - D. Canceled Meetings, Assistant City Manager Salazar suggested considering going dark for the first meeting in July due to the Independence Day Holiday. The Council agreed with the consideration.

Under Section II. Time and Place of Council/Agency Meetings - E. Agenda Materials, Mayor Torres suggested adding presentations to be available on the City website and during the meeting for the public to follow along. He suggested a QR Code for the public to scan and view the presentations on their phone.

Assistant City Manager Salazar informed the Council that the Staff is looking into digital readers to install around City Hall to post all the materials. She further stated that Staff would look into different options.

Under Section II. Time and Place of Council/Agency Meetings - E. Agenda Materials - 1. Emergency Situation, Mayor Torres asked the City Attorney Alvarez for clarification on the Government Code § 54956.5 for taking action on items not listed on the agenda.

Under Section II. Time and Place of Council/Agency Meetings - E. Agenda Materials - 3. Held Over Items, Assistant City Manager Salazar requested Council clarification. She asked if this section was for particular items that meet all the criteria listed in the Resolution or for Walk-On Items.

Mayor Torres provided clarification, and City Attorney Alvarez-Glasman confirmed.

Assistant City Manager Salazar recommended a time limit for the Closed Session Public Comment Period.

Mayor Torres confirmed with City Attorney Alvarez that the Council could increase the comment period if needed.

Under Section 6. Order of Business; Mayor Torres stated that the order would now allow the public to pull items on the agenda to provide comments.

Under Section IV. Placement of Items on the City Council Meeting Agenda - C. Tentative Council Calendar, Mayor Torres asked Assistant City Manager Salazar to identify a reasonable time for forecasting and requested that the calendar shall be included in the agenda packet.

Assistant City Manager Salazar informed the Council that perhaps three upcoming Council Meeting Agendas stated that they would be added once adopted.

Mayor Torres asked that the Resolution be updated to reflect that.

Under Section IV. Placement of Items on the City Council Meeting Agenda - D. Consent Calendar Categories, Assistant City Manager Salazar asked Mayor Torres to clarify what is considered a high dollar value.

Mayor Torres stated that they would add that clarification and would also define a controversial item.

Under Section IV. Placement of Items on the City Council Meeting Agenda - D. Consent Calendar Categories - 1. Ordinances, Resolutions, and Contracts, Assistant City Manager Salazar informed the Council that not all resolutions could be prepared by the City Attorney's Office. Some are prepared by the state to apply for grants and to meet their criteria.

Mayor Torres suggested updating the Resolution to reflect current practice, reviewed by the City Attorney's office.

Under Section V. General Requirements - A. Attendance; Assistant City Manager Salazar stated that there had been several occasions when Department Heads have been asked not to attend because they did not have an item for consideration.

Mayor Torres stated that it would be accepted as an approved absence for Department Heads in those cases.

Under Section V. General Requirements - C. Teleconference Attendance of Council/ Agency Members at Meetings, Mayor Torres suggested adding the new legislative provisions stating that the Council can miss up to two meetings due to an emergency. He further suggested adding language that explains bullet point 1 for posting the regular and special agendas at teleconferencing locations.

Assistant City Manager Salazar suggested that in lieu of faxing, staff could use a digital platform to send the agenda.

Under Section V. General Requirements - E. Closed Session, Mayor Torres stated that the references are very vague and suggested adding case numbers, names, and agreements.

Section V. General Requirements - F. Ceremonial Items and Presentations, Mayor Torres suggested reintroducing the Nationally Recognized Health and Heritage Months. He asked staff to begin including the ceremonial items in April.

Assistant City Manager Salazar confirmed.

Section V. General Requirements - G. Preparation of Minutes, Mayor Torres referenced the Minutes from September 14, 2022, Council Meeting and asked staff if it was possible to include light summaries of what occurred during the meeting.

Assistant City Manager Salazar informed Mayor Torres that staff would have to take a look at the minutes he referenced. She further stated that the City Clerk's office would require more assistance to include light summaries.

Section V. General Requirements - H. Voting Procedures, Mayor Torres stated that Council should not abstain from a vote to avoid voting on an item.

Section V. General Requirements - H. Voting Procedures - 6. Disqualification for Conflict of Interest, City Attorney Alvarez-Glasman stated that they would draft a map indicating where there is any potential for conflict of interest to provide clarity for the City Clerk's Office. Additionally, indicate when Council should recuse themselves from voting.

Section V. General Requirements - J. Channel Communications through the Appropriate Senior City Staff, Assistant City Manager Salazar suggested changing the point of contact to the City Manager, Assistant City Manager and copied to Department Director. She further stated that the Deputy City Clerk has no role in that, and they respond to the City Manager, not the City Clerk.

Section VI. Public Comments - A. Public Comment/ Non-Agenda Matters, Mayor Torres stated that there was a request from staff to suggest a cut-off time to create order. City Clerk Jimenez suggested setting the deadline after reading the Statement of Oral Communications. Mayor Torres agreed to make that change.

Section VI. Public Comments - E. Written Comments, City Attorney Alvarez stated that regarding land use matters, the Council should consider accepting written comments. However, they do not have to be read aloud, only accepted into the record. Mayor Torres agreed.

Section VII. Procedure for the Conduct of City Council/ Agency Meetings - D. Rules of Procedure, Mayor Torres suggested adding that when Rosenberg's Rules of Order are silent, Robert's Rules would apply.

Regarding Translation for Public Comment, Assistant City Manager Salazar stated that they should extend the speaker's allotted time to six minutes to allow for translation.

Under Section X. Standards of Decorum - C. City Staff. Mayor Torres suggested changing the language restricting City Staff from engaging with the public. Assistant City Manager Salazar stated that there needed to be clarification and added language that allowed staff to step outside of the Council Chambers to speak with members of the public when needed.

City Attorney Alvarez-Glasman stated that there is new legislation that should be incorporated into the Resolution regarding enforcing decorum.

Mayor Torres asked the City Attorney's Office to bring back the Resolution to a future Council Meeting with the updated information.

Assistant City Manager Salazar stated that the Council should consider some rules for City Commissions.

Mayor Torres agreed with the consideration and further stated that they should clearly understand the Commission's purpose.

Assistant City Manager Salazar stated that Council had directed staff to implement new policies and needed further understanding of where the policies should live. An option would be to attach them to the handbook that is suggested in the Resolution or perhaps establish a tracking system.

Councilmember Jimenez stated that she was informed that there was no access to Mayor Pro Tem Peralta's teleconference location. She further stated that members of the public were informed that Mayor Pro Tem Peralta was diagnosed with covid, and members of the public were unable to participate.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on Wednesday, March 22, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: March 9, 2023 at 2:00 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Alicia Fernandez, Sr. Deputy City Clerk

Councilmember Tamayo motioned, seconded by Mayor Pro Tem Peralta, to adjourn the meeting at 7:39 p.m.

THE MINUTES OF MARCH 13, 2023, CITY COUNCIL SPECIAL MEETING ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF MAY 2023.

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

71



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:** Item 1

MEETING DATE: 7/13/23 **TIME RECEIVED:** 5:47

SPEAKER'S FULL NAME: Kimberly Colares Cawthorne **PHONE:** _____
(Optional)

ADDRESS: One file -
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



ITEM # 25

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-30 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MAY 10, 2023**

RESOLUTION NO. 23-30
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.1551, consisting of 10 pages, and including:

Warrant No.

General: Check No. 599630 through 599773
ACH No. 4031 through 4128

Successor Agency: Check No. 1502
ACH No. 14

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 10th day of May 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

RESOLUTION NO. 23-30

Page 2 of 2

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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. 23-30 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 10th day of May 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. 1551
From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4031	04/20/2023	\$588.02	SUPPLIES	3163	BANK OF AMERICA
4032	04/20/2023	\$733.66	SUPPLIES	3163	BANK OF AMERICA
4033	04/20/2023	\$2,666.03	SUPPLIES	3163	BANK OF AMERICA
4034	04/20/2023	\$4,029.67	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4035	04/20/2023	\$84.40	SUPPLIES	3163	BANK OF AMERICA
4036	04/20/2023	\$1,964.00	SUPPLIES	3163	BANK OF AMERICA
4037	04/20/2023	\$3,875.73	TRAINING	3163	BANK OF AMERICA
4038	04/20/2023	\$600.20	TRAINING	3163	BANK OF AMERICA
4039	04/20/2023	\$1,139.81	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4040	04/20/2023	\$5,059.36	SUPPLIES	3163	BANK OF AMERICA
4041	04/20/2023	\$90.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4042	04/20/2023	\$227.04	SUPPLIES	3163	BANK OF AMERICA
4043	04/20/2023	\$23.98	SUPPLIES	3163	BANK OF AMERICA
4044	04/20/2023	\$7,122.20	SUPPLIES	3163	BANK OF AMERICA
4045	04/20/2023	\$487.87	CONTRACT SERVICES	3163	BANK OF AMERICA
4046	04/20/2023	\$3,829.23	SUPPLIES	3163	BANK OF AMERICA
4047	04/20/2023	\$262.93	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4048	04/20/2023	\$425.85	SUPPLIES	3163	BANK OF AMERICA
4049	04/20/2023	\$595.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4050	04/20/2023	\$118.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4051	04/20/2023	\$116.34	SUPPLIES	3163	BANK OF AMERICA
4052	04/20/2023	\$714.09	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
4053	04/20/2023	\$86,391.72	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
4054	04/20/2023	\$4,952.61	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
4055	04/20/2023	\$13,377.84	CONTRACT SERVICES	3016	ANTARES GOLF LLC



City of Montebello
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From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4056	04/20/2023	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
4057	04/20/2023	\$2,904.75	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
4058	04/20/2023	\$365.31	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4059	04/20/2023	\$705.03	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4060	04/20/2023	\$500.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
4061	04/20/2023	\$1,225.00	CONTRACT SERVICES	2189	HEARDS INVESTIGATIONS AND POLYGRAPH LLC
4062	04/20/2023	\$100,279.07	CONTRACT SERVICES	2793	IBE DIGITAL
4063	04/20/2023	\$1,300.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
4064	04/20/2023	\$32.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
4065	04/20/2023	\$6,376.80	SUPPLIES	26670	LIFE-ASSIST INC
4066	04/20/2023	\$700.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4067	04/20/2023	\$45,366.30	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4068	04/20/2023	\$5,530.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
4069	04/20/2023	\$1,500.00	EDUCATION REIMBURSEMENT	2719	ANTHONY RODRIGUEZ
4070	04/20/2023	\$36,776.87	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
4071	04/20/2023	\$523.77	CONTRACT SERVICES	1933	STRICTLY TECHNOLOGY LLC
4072	04/20/2023	\$43,303.06	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4073	04/20/2023	\$4,486.95	SUPPLIES	3163	BANK OF AMERICA
4074	04/20/2023	\$2,830.83	SUPPLIES	3163	BANK OF AMERICA
4075	04/20/2023	\$2,228.98	UNIFORM EXPENSE	3163	BANK OF AMERICA
4076	04/20/2023	\$60.25	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
4077	04/20/2023	\$28.75	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
4078	04/20/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4079	04/20/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4080	04/26/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4081	04/26/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4082	04/26/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC



City of Montebello
Register of Demands No. 1551
From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4083	04/26/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4084	04/27/2023	\$180.81	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
4085	04/27/2023	\$2,371.91	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
4086	04/27/2023	\$2,718.77	SUPPLIES	62880	AMERICAN MARKER
4087	04/27/2023	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
4088	04/27/2023	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
4089	04/27/2023	\$600.00	CONTRACT SERVICES	2365	LETICIA TORRES
4090	04/27/2023	\$538.18	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
4091	04/27/2023	\$30.00	CARPPOOL INCENTIVE	3809	SAMANTHA CHENELIA
4092	04/27/2023	\$3,886.25	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4093	04/27/2023	\$120.00	CARPPOOL INCENTIVE	3384	ALICIA FERNANDEZ
4094	04/27/2023	\$40.00	CARPPOOL INCENTIVE	2572	MARLENE GIL
4095	04/27/2023	\$40.00	CARPPOOL INCENTIVE	3706	ALEX GILLMAN
4096	04/27/2023	\$40.00	CARPPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
4097	04/27/2023	\$774.67	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
4098	04/27/2023	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
4099	04/27/2023	\$40.00	CARPPOOL INCENTIVE	3196	MICAH HERD
4100	04/27/2023	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
4101	04/27/2023	\$3,968.00	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
4102	04/27/2023	\$6,587.68	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
4103	04/27/2023	\$136.97	SUPPLIES	26670	LIFE-ASSIST INC
4104	04/27/2023	\$30.00	CARPPOOL INCENTIVE	3810	ALEXIS LUCERO
4105	04/27/2023	\$2,138.75	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4106	04/27/2023	\$40.00	CARPPOOL INCENTIVE	138	BRIANNON PADILLA
4107	04/27/2023	\$40.00	CARPPOOL INCENTIVE	59960	JO ANN PANOSIAN
4108	04/27/2023	\$1,469.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
4109	04/27/2023	\$40.00	CARPPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS



City of Montebello
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From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4110	04/27/2023	\$87.65	SUPPLIES	1120	BLUETRITON BRANDS INC
4111	04/27/2023	\$1,468.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
4112	04/27/2023	\$40.00	CARPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
4113	04/27/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
4114	04/27/2023	\$69,660.33	FUEL INVENTORY	1059	AMBER RESOURCES LLC
4115	04/27/2023	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
4116	04/27/2023	\$5,394.99	CONTRACT SERVICES	3176	PHILLIP SISNEROS
4117	04/27/2023	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
4118	04/27/2023	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
4119	04/27/2023	\$2,028.12	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4120	04/27/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
4121	04/27/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
4122	04/27/2023	\$111,440.27	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4123	04/27/2023	\$216.09	SUPPLIES	3066	V & V MANUFACTURING INC
4124	04/27/2023	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
4125	04/27/2023	\$1,402.57	SUPPLIES	3088	WAXIES ENTERPRISES LLC
4126	04/27/2023	\$463.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
4127	04/27/2023	\$0.00	VOID-CHECK PRINTED	3657	STACEY MORALES
4128	04/27/2023	\$5,463.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
ACH TOTAL		\$640,295.53			
599630	04/20/2023	\$4,500.00	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
599631	04/20/2023	\$1,207.64	SUPPLIES	1870	ALEX & E PARTY RENTALS
599632	04/20/2023	\$726.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
599633	04/20/2023	\$855.00	DUES & SUBSCRIPTIONS	43590	THE AMERICAN SOCIETY OF COMPOSERS AUTHORS
599634	04/20/2023	\$4,590.93	UTILITY SERVICES	39550	AT&T
599635	04/20/2023	\$671.16	SUPPLIES	4041	BIG CITY PRINT, INC.



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From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599636	04/20/2023	\$3,856.21	SUPPLIES	159	BOUND TREE MEDICAL LLC
599637	04/20/2023	\$928.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
599638	04/20/2023	\$1,492.94	SALES TAX LIABILITY	425	JOSEPH M SEPULVEDA
599639	04/20/2023	\$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599640	04/20/2023	\$2,554.20	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
599641	04/20/2023	\$434.50	CONTRACT SERVICES	18840	COOPERATIVE PERSONNEL SERVICES
599642	04/20/2023	\$670.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
599643	04/20/2023	\$777.44	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
599644	04/20/2023	\$300.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
599645	04/20/2023	\$1,285.06	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
599646	04/20/2023	\$137.20	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
599647	04/20/2023	\$1,440.00	CONTRACT SERVICES	1117	FILE KEEPERS LLC
599648	04/20/2023	\$300.00	TRAINING	4037	HECTOR FLORES
599649	04/20/2023	\$1,200.00	CONTRACT SERVICES	3043	FOCUS ENVIRONMENTAL CONSULTING
599650	04/20/2023	\$2,670.65	UNIFORM EXPENSE	55650	GALLS LLC
599651	04/20/2023	\$400.00	CONTRACT SERVICES	3679	JOSE GUERRERO
599652	04/20/2023	\$661.50	SUPPLIES	2728	H & V CUSTOM OFFICE CUBICLES CORP
599653	04/20/2023	\$837.86	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
599654	04/20/2023	\$2,146.50	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
599655	04/20/2023	\$60.00	PARKS AND RECREATION	4038	PATRICIA HOLGUIN
599656	04/20/2023	\$22,762.75	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
599657	04/20/2023	\$105,912.86	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO INC
599658	04/20/2023	\$57,828.38	CONTRACT SERVICES	4027	MLADEN BUNTICH CONSTRUCTION CO INC.
599659	04/20/2023	\$678.63	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS INC
599660	04/20/2023	\$4,318.68	SUPPLIES	47860	NATIONAL EMBLEM INC
599661	04/20/2023	\$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
599662	04/20/2023	\$493.75	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY



City of Montebello
Register of Demands No. 1551
From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599663	04/20/2023	\$68.00	RECREATION CLASSES	4043	DARLINE RIVERA
599664	04/20/2023	\$491,413.96	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
599665	04/20/2023	\$68.00	RECREATION CLASSES	4039	MELISSA SCAPINI
599666	04/20/2023	\$4,008.76	CONTRACT SERVICES	2976	JEREMY P SOMMERS
599667	04/20/2023	\$7,236.81	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599668	04/20/2023	\$7,321.20	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
599669	04/20/2023	\$1,738.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
599670	04/20/2023	\$4,630.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH
599671	04/20/2023	\$2,710.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
599672	04/20/2023	\$586.50	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
599673	04/20/2023	\$1,665.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
599674	04/20/2023	\$569.25	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
599675	04/20/2023	\$3,188.43	SUPPLIES	2573	TELEFLEX LLC
599676	04/20/2023	\$190.96	SUPPLIES	4042	TKH DESIGN, INC
599677	04/20/2023	\$2,751.67	UTILITY SERVICES	72570	US TELEPACIFIC CORP
599678	04/20/2023	\$17,364.38	PREPAID EXPENSES	1188	TYLER TECHNOLOGIES INC
599679	04/20/2023	\$3,514.47	CONTRACT SERVICES	20070	UC REGENTS
599680	04/20/2023	\$246.53	SUPPLIES	45120	ULINE INC
599681	04/20/2023	\$574.77	UTILITY SERVICES	23610	VERIZON WIRELESS
599682	04/20/2023	\$380.39	SUPPLIES	9470	W W GRAINGER INC
599683	04/20/2023	\$285.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
599684	04/20/2023	\$1,500.00	EDUCATION REIMBURSEMENT	3620	DANIEL ZANOLINI
599685	04/20/2023	\$16,603.13	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
599686	04/20/2023	\$579.70	CONTRACT SERVICES	2905	ZUTRA WATER
599687	04/20/2023	\$897.00	EDUCATION REIMBURSEMENT	3547	ZACHARY HUMBER
599688	04/20/2023	\$800.00	GENERAL GOVERNMENT	3993	ANGEL LARA
599689	04/20/2023	\$40.00	CARPPOOL INCENTIVE	3657	STACEY MORALES



City of Montebello
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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599690	04/20/2023	\$191.98	TRAVEL & MEETINGS	3657	STACEY MORALES
599691	04/20/2023	\$1,500.00	EDUCATION REIMBURSEMENT	3657	STACEY MORALES
599692	04/20/2023	\$40.00	CARPPOOL INCENTIVE	3657	STACEY MORALES
599693	04/20/2023	\$40.00	CARPPOOL INCENTIVE	3657	STACEY MORALES
599694	04/20/2023	\$40.00	CARPPOOL INCENTIVE	3657	STACEY MORALES
599695	04/20/2023	\$40.00	CARPPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
599696	04/20/2023	\$12,127.50	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
599697	04/20/2023	\$1,140.00	ADVERTISING/PRINTING SERVICES	4004	CALI ROSE PARTY DESIGN LLC
599698	04/20/2023	\$1,333.00	UNEARNED REVENUE	4044	JONATHAN TORRES
599699	04/27/2023	\$2,970.50	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
599700	04/27/2023	\$4,166.67	CONTRACT SERVICES	3557	ADVOCATE INC
599701	04/27/2023	\$9,147.68	AFLAC OTHER	55860	AFLAC
599702	04/27/2023	\$150.00	FUEL	22520	HENRY AGUILAR JR
599703	04/27/2023	\$22,890.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
599704	04/27/2023	\$6,280.51	UTILITY SERVICES	39550	AT&T
599705	04/27/2023	\$54.79	UTILITY SERVICES	39550	AT&T
599706	04/27/2023	\$2,241.25	UTILITY SERVICES	38380	AT&T
599707	04/27/2023	\$375.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
599708	04/27/2023	\$289.78	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
599709	04/27/2023	\$100.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
599710	04/27/2023	\$3,295.59	SUPPLIES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
599711	04/27/2023	\$110.69	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599712	04/27/2023	\$10.18	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599713	04/27/2023	\$718.22	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
599714	04/27/2023	\$442.86	CONTRACT SERVICES	4052	CITY OF COMMERCE
599715	04/27/2023	\$20,614.35	CONTRACT SERVICES	3568	CIVICPLUS LLC
599716	04/27/2023	\$1,345.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP



City of Montebello
Register of Demands No. 1551
From Payment Date 04/14/23 - To Payment Date 04/27/2023

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599717	04/27/2023	\$2,240.60	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
599718	04/27/2023	\$10,000.00	CONTRACT SERVICES	3848	CUSHMAN & WAKEFIELD WESTERN, INC.
599719	04/27/2023	\$593.77	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
599720	04/27/2023	\$200.00	GENERAL	4045	ALICE DE LA CRUZ
599721	04/27/2023	\$9,500.00	PREPAID EXPENSES	1168	EVERBRIDGE INC
599722	04/27/2023	\$266.59	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
599723	04/27/2023	\$2,224.69	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
599724	04/27/2023	\$80.00	GENERAL GOVERNMENT	4048	MICHAELA GARAY
599725	04/27/2023	\$68.00	PARKS AND RECREATION	4049	ZIANYA GARCIA
599726	04/27/2023	\$154.21	MAIL/ POSTAL EXPENSE	3167	GLS US
599727	04/27/2023	\$1,737.37	PROMOTIONS	3063	HALO BRANDED SOLUTIONS INC
599728	04/27/2023	\$2,178.92	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
599729	04/27/2023	\$236.36	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
599730	04/27/2023	\$2,921.12	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
599731	04/27/2023	\$20,200.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
599732	04/27/2023	\$3,989.84	LEASE PAYMENT	2405	JCB FINANCE
599733	04/27/2023	\$1,035.70	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
599734	04/27/2023	\$405.10	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
599735	04/27/2023	\$200.36	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
599736	04/27/2023	\$283.79	TRAVEL & MEETINGS	3658	MONICA MERCADO-RODRIGUEZ
599737	04/27/2023	\$1,925.87	SALES TAX LIABILITY	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
599738	04/27/2023	\$14,539.89	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
599739	04/27/2023	\$3,763.03	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
599740	04/27/2023	\$9,249.75	SUPPLIES	3002	NUTRIEN AG SOLUTIONS INC
599741	04/27/2023	\$12.27	SUPPLIES	15620	OFFICE DEPOT INC
599742	04/27/2023	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ
599743	04/27/2023	\$200.00	DUES & SUBSCRIPTIONS	202	POLICE EXECUTIVE RESEARCH FORUM



City of Montebello
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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599744	04/27/2023	\$444.68	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
599745	04/27/2023	\$106.00	TRAINING	4046	FERNANDO QUEVEDO
599746	04/27/2023	\$262.15	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
599747	04/27/2023	\$750.00	TRAVEL & MEETINGS	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM
599748	04/27/2023	\$0.00	VOID	14730	SAN GABRIEL VALLEY WATER CO
599749	04/27/2023	\$588.00	TRAINING	4051	SAVE A LIFE CPR OF BEVERLY HILLS
599750	04/27/2023	\$1,674.95	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
599751	04/27/2023	\$411.67	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
599752	04/27/2023	\$36,336.58	FUEL	45630	SOUTHERN CALIFORNIA EDISON
599753	04/27/2023	\$5,148.50	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
599754	04/27/2023	\$2,933.11	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
599755	04/27/2023	\$858.39	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
599756	04/27/2023	\$415.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
599757	04/27/2023	\$12,209.95	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599758	04/27/2023	\$425.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
599759	04/27/2023	\$1,093.93	SALES TAX LIABILITY	3110	TOMAS ALVARADO
599760	04/27/2023	\$699.00	TRAINING	2699	KIM TUNRER
599761	04/27/2023	\$6,200.21	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
599762	04/27/2023	\$1,748.24	SUPPLIES	45120	ULINE INC
599763	04/27/2023	\$119.77	CONTRACT SERVICES	3042	UNITED RENTALS (NORTH AMERICA) INC
599764	04/27/2023	\$938.11	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
599765	04/27/2023	\$42,525.54	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
599766	04/27/2023	\$480.96	UTILITY SERVICES	23610	VERIZON WIRELESS
599767	04/27/2023	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
599768	04/27/2023	\$6,539.40	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
599769	04/27/2023	\$1,105.50	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER
599770	04/27/2023	\$1,576.70	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES



City of Montebello
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599771	04/27/2023	\$40.00	CARPOOL INCENTIVE	3657	STACEY MORALES
599772	04/27/2023	\$514,218.26	CONTRACT SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599773	04/27/2023	\$3,900.27	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
CHECK TOTAL		\$1,621,377.15			

Successor Agency (SA)

14	04/20/2023	\$2,195.40	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1502	04/20/2023	\$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
SA TOTAL		\$4,450.40			
GRAND TOTAL		\$2,266,123.08			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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 Council Forecasted Agenda Calendar - May

MAY 24TH

Item #	Description	Session	Department	Presenter
	Introduce New Police Officers	Presentation	Public Affairs	Michael Chee
	Public Works Week	Presentation	Public Affairs	Michael Chee
	Fire Recognition of SIR 4/13/23 Incident	Presentation	Fire	Chief Pelaez
	Budget Amendments from Mid-Year	Regular Business	Finance	Michael Solorza
	Budget Update for FY 2023-24	Regular Business	Finance	Michael Solorza
	Amendment No. 1 to Agr No. 3767 - Hazelrigg	Consent	Human Resources	Nicholas Razo/John Soria
	Adopt a Resolution for the Fiscal Year 2023-24 Levy of Annual Assessments for the Natasha Lane Sewer and Storm Drain Pump Station Assessment District	Consent	Public Works	James Enriquez
	Adopt a Resolution for the Fiscal Year 2023-24 Levy of Annual Assessments for the Natasha Lane Landscape Assessment District	Consent	Public Works	James Enriquez
	Approval of the Fiscal Year 2022-23 Annual Plan for the Los Angeles Region Measure W (Safe, Clean Water Program) Expenditures	Consent	Public Works	James Enriquez
	Approval of the Fiscal Year 2023-24 Annual Plan for the Los Angeles Region Measure W (Safe, Clean Water Program) Expenditures	Consent	Public Works	James Enriquez
	Approval of B-Map – Final Tract Map No. 82725 for the development of 300 Detached Single Family Dwelling Units and 551 Attached Residential Dwelling Units for Phase “B” of the Montebello Hills Specific Plan Project	Consent	Public Works	James Enriquez
	Emergency Storm Repairs at Various Locations – City Manager’s Final Report	Consent	Public Works	James Enriquez



City Council Forecasted Agenda Calendar - May

MAY 24TH

Item #	Description	Session	Department	Presenter
	Approve and Appropriate Grand Award from the Board of State and Community Corrections, Proposition 64 Public Health and Safety Grant Program	Consent	Fire	Chief Pelaez/Angelica Palmeros
	Apply for the Climate Adaptation & Resiliency Grants	Consent	Fire	Chief Pelaez/Angelica Palmeros
	Transit Bathroom Renovation Project	Consent	Transit	Adrianna Kendricks
	Adoption of Property Tax override	Consent	Finance	Michael Solorza
	Minutes	Consent	Administration	ACM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza