

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JUNE 10, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Young-Gi Kim Harabedian

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 2. ROLL CALL: City Clerk I. Barajas**

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday June 10, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, June 10, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
D. France v. Montebello WCAM case No. ADJ11858440, ADJ11858441

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957
Title: City Manager

6. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

REGULAR SESSION - 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under “Oral Communications – Continued” after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

At this City Council meeting and consistent with the Governor’s Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public’s convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday June 10, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, June 10, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City’s webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 12. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 13, 14, and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

- 13. PUBLIC HEARING: APPROVE THE ISSUANCE OF REVENUE BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6586.5**

RECOMMENDATION: It is recommended that the City Council adopt a Resolution:

- 1) Rescinding Resolution No. 19-01 to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately \$81,470,000 for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation;

- 2) Approving and making the Finding of Significant Public Benefit for the Issuance and sale of Revenue Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California medical professional corporation pursuant to California Government Code Section 6586.5; and
- 3) Take such additional and/or related action that may be necessary.

REGULAR BUSINESS

14. FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council receive and file the Fiscal Year 2020-21 Proposed Budget Overview Presentation and direct staff accordingly.

CONSENT MATTERS

15. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of Huntington Park, and;
- 2) Approve a Land Lease Agreement between the City of Montebello and the City of Huntington Park for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;
- 3) Take such additional, related, action that may be desirable

16. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of South Gate, and;
- 2) Approve a Land Lease Agreement between the City of Montebello and the City of South Gate for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;
- 3) Take such additional, related, action that may be desirable

17. ADOPTION OF RESOLUTIONS FOR THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION – NOVEMBER 3, 2020

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;

- 2) Approve a Resolution requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2020;
- 3) Approve a Resolution requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code;
- 4) Approve a Resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2020; and
- 5) Approve a Resolution providing for a procedure for determining by lot a tie among candidates at the November 3, 2020 General Municipal Election in accordance with Elections Code Section 15651.

18. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 10, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed resolution approving the Warrant Register dated June 10, 2020.

19. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

20. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

21. COUNCILMEMBER TORRES

- a. George Floyd, peaceful protests, and criminal threats
- b. Position and commitments re public safety policy
- c. Census 2020 update

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Renē Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Approve the Issuance of Revenue Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility to be located at 111 W. Beverly Blvd. Pursuant to California Government Code Section 6586.5**

DATE: June 10, 2020

RECOMMENDATION

It is recommended that the City Council adopt a Resolution:

- 1) Rescinding Resolution No. 19-01 to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately \$81,470,000 for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation;
- 2) Approving and making the Finding of Significant Public Benefit for the Issuance and sale of Revenue Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California medical professional corporation pursuant to California Government Code Section 6586.5; and
- 3) Take such additional and/or related action that may be necessary.

BACKGROUND

Pursuant to Chapter 5, Division 7 of Title 1 of the California Government Code, certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement Relating to the CA Public Finance Authority (“Authority”), dated May 12, 2015 (the “Agreement”) in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness. The City of Montebello, has determined that it is in the public interest and for the significant public benefit that the City become an Additional Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority. On January 9, 2019, the City Council approved Resolution No. 19-01 authorizing the Authority to issue and sell revenue bonds for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation (“Beverly”) in the maximum principal amount of approximately \$81,470,000. This approval was intended to enable the Authority to finance a radiation therapy cancer treatment center consisting of one treatment room proton therapy machine. Beverly has assigned its rights in and to the Project (as defined below) to its affiliate Beverly Oncology Proton Medical Group, APC, a California medical professional corporation (“Beverly Proton”). As a result, Beverly Proton is now requesting that the Authority issue and sell bonds in the maximum principal amount of approximately \$160,000,000 to enable the Authority to finance the purchase from

Approve the Issuance of Revenue Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility to be located at 111 W. Beverly Blvd. Pursuant to CA Government Code Section 6586.5

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Beverly Proton, construction, improvement, equipping, ownership, and certain related costs, of a two treatment room radiation therapy cancer treatment center, which will include proton therapy and clinical and non-clinical space, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project").

Staff recommends that the City Council conduct the public hearing and adopt the attached Resolution approving the issuance of tax-exempt revenue bonds for the Project. The City Council must conduct a public hearing pursuant to California Government Code Section 6586.5 and other applicable law, with respect to the proposed issuance by the Authority of its revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an amount not to exceed approximately \$160,000,000.

ENVIRONMENTAL

The Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 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. The proposed Resolution maintains the status quo and prevents changes in the environment pending the completion of the issuance and sale of revenue bonds. Because there is no possibility that the Resolution may have a significant adverse effect on the environment, the action associated with the Resolution is exempt from CEQA.

FISCAL IMPACT

There is no cost associated with membership in the Authority and the City will not become exposed to any financial liability by reason of its membership in the Authority. In addition, participation by the City in the Authority will not impact the City's appropriation limits and will not constitute any type of indebtedness by the City. Other than the public hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

PUBLIC NOTIFICATION

Pursuant to the California Government Code and Montebello Municipal Code Section 17.78.030, notice to the community was provided as follows:

- The Public Hearing Notice was published in the Daily Journal on May 28, 2020.

ATTACHMENTS:

- A. Draft Resolution
- B. Notice of Public Hearing

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY TO FINANCE A RADIATION THERAPY CANCER TREATMENT CENTER, AND CONFIRMING A FINDING OF A SIGNIFICANT PUBLIC BENEFIT PURSUANT TO GOVERNMENT CODE SECTION 6586.5

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement Relating to the California Public Finance Authority, dated as of May 12, 2015 (the “Agreement”) in order to form the California Public Finance Authority (the “Authority”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Montebello (the “City”), has determined that it is in the public interest and for the significant public benefit that the City become an Additional Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, on January 9, 2019, this City Council (the “City Council”) approved the form of the Agreement and authorized and directed the Mayor or the designee thereof to execute said document, and the City Clerk or such Clerk’s designee to attest thereto; and

WHEREAS, the City has requested to become an Additional Member of the Authority pursuant to Section 12 of the Agreement, and proposes to participate in the Authority finance programs and desires that certain projects to be located within the City be financed through the Authority; and

WHEREAS, the Authority is authorized to issue and sell bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation (“Beverly”), previously requested that the Authority issue and sell revenue bonds in the maximum principal amount of approximately \$81,470,000.00 (the “Bonds”), to enable the Authority to finance the purchase from Beverly, construction, improvement, equipping, ownership, and certain related costs, of a single treatment room radiation therapy cancer treatment center, which would include proton therapy, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the “Original Project”); and

Resolution No. _____

WHEREAS, on January 9, 2019, the City Council approved the issuance of the Bonds by the Authority pursuant to Resolution No. 19-01; and

WHEREAS, Beverly has assigned its rights in and to the Project (as defined below) to its affiliate Beverly Oncology Proton Medical Group, APC, a California medical professional corporation ("Beverly Proton"); and

WHEREAS, Beverly Proton is now requesting that the Authority issue and sell the Bonds in the maximum principal amount of approximately \$160,000,000.00, to enable the Authority to finance the purchase from Beverly Proton, construction, improvement, equipping, ownership, and certain related costs, of a two treatment room radiation therapy cancer treatment center, which will include proton therapy and clinical and non-clinical space, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project"); and

WHEREAS, the Project will be developed by Healthcare and Science Facility Project Development, LLC and managed by Beverly Proton, which is expected to enter into a Management Support Services Agreement with Beverly Oncology Proton Center, LLC, and will serve the therapeutic needs of cancer patients in the City and surrounding communities; and

WHEREAS, as a condition to authorization of the Bonds by the Authority, California Government Code section 6586.5 requires that the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds to finance the Project following such hearing and make a finding of significant public benefit; and

WHEREAS, the Authority has determined that the City Council is the appropriate body for purposes of holding such hearing; and

WHEREAS, on January 9, 2019, the City Council found that the financing of the Original Project by the Authority will provide significant public benefit to the citizens of the City in accordance with the criteria specified in Section 6586 of the California Government Code, and

WHEREAS, the Authority has requested that the City Council rescind Resolution No. 19-01 and approve the issuance of the Bonds in the revised maximum principal amount of approximately \$160,000,000.00 by the Authority and make a finding of significant public benefit in order to satisfy the public approval requirement of California Government Code section 6586.5 and the requirements of Section 12 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the California Government Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority's issuance of the Bonds therefor; and

Resolution No. _____

WHEREAS, it is in the public interest and for the significant public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby finds that financing of the Project by the Authority will provide significant public benefit to the citizens of the City in accordance with the criteria specified in Section 6586 of the California Government Code. The City Council also hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds to finance the Project by the governmental unit having jurisdiction over the area in which the Project is located in accordance with California Government Code section 6586.5. The City Council hereby rescinds Resolution No. 19-01.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Kathleen Jacobe
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, CA 95814

Section 7. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED by the City Council this ____ day of _____ 2020, by the following vote:

Resolution No. _____

AYES:
NOES:
ABSENT:

THE CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

Irma Bernal-Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

**CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING**

**PUBLIC HEARING FOR CONDUIT FINANCING FOR A RADIATION THERAPY CANCER
TREATMENT CENTER PURSUANT TO CA GOVERNMENT CODE SECTION 6586.5**

Notice is hereby given that the City Council of the City of Montebello will conduct a public hearing as required by California Government Code Section 6586.5 and other applicable law, with respect to the proposed issuance by the California Public Finance Authority (the "Authority") of its revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an amount not to exceed approximately \$160,000,000.00 (the "Bonds").

The proceeds of the Bonds will be used to enable the Authority to finance the purchase, construction, improvement, equipping, ownership, and certain related costs of a two treatment room radiation therapy cancer treatment center located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project"). The facilities are to be developed and managed by Healthcare and Science Facility Project Development, LLC and managed by Beverly Proton, which is expected to enter into a Management Support Services Agreement with Beverly Oncology Proton Center, LLC.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, including the City of Montebello, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The public hearing will be held before the City Council of the City of Montebello, in the City Council Chambers at City Hall, 1600 West Beverly Boulevard, Montebello, CA 90640, on Wednesday, June 10, 2020 at 6:30 p.m. As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments, may call on Wednesday, June 10, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, June 10, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record.

Written comments may also be mailed or delivered to the City Clerk's office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

THE CITY CLERK

Irma Barajas

Published: May 28, 2020

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: Fiscal Year 2020-21 Proposed Budget Overview Presentation

DATE: June 10, 2020

RECOMMENDATIONS:

It is recommended that the City Council receive and file the Fiscal Year 2020-21 Proposed Budget Overview Presentation and direct staff accordingly.

BACKGROUND

The development of the Fiscal Year 2020-21 operating and capital budget has progressed. There have been three Budget Study Sessions where Staff presented preliminary budget plans and forecasts to the City Council: May 8, May 22 and June 3. At each Budget Study Session, City Council had the opportunity to hear about projected revenue and expenditures for FY 2020-21, the impact that the coronavirus has had on the local economy and sources of revenue, Department overviews, and an overview of unmet infrastructure, equipment and capital needs, and other information useful in developing the budget.

This budget – tempered by significant negative impacts on revenue due to the pandemic and related public health responses – moves the organization forward and provides the services and programs key to City Council's priorities. Some of the recent accomplishments over the past ten months that positively impact the FY 2020-21 budget and the entire organization are:

- Passage of a three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello's voters
- Upgrade of the City's credit rating to "A+"
- Elimination of the City's Unfunded Actuarial Liability by issuing \$152.3 million in Pension Obligation Bonds
- Completion of a park and facilities needs assessment study
- Issuing \$25 million in Local Return Fund bonds for the citywide "Paving the Way" program
- Completion of an information technology assessment

FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

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- Achieving agreement on labor contracts (Memorandum of Understanding) with all employee groups through December, 2021
- Completion of significant facility repair and upgrade projects, eliminating some of the deferred maintenance on key City facilities
- Awarding of an energy conservation project contract to provide energy savings through lighting, HVAC and roof repairs and upgrades
- Significant progress made on the Taylor Ranch Park project using former Redevelopment Agency excess bond funds

This proposed budget overview report presents a high level summary of the entire operating budget for the City. This “all funds” view focuses on the General Fund -- the primary operating fund of the City – but also presents non-General Fund operations such as Transit, the Golf Course, the Hilton Garden Inn and Home2Suites, etc.

The General Fund budget, which provides funding for everyday services our residents enjoy – Police, Fire, community services, code enforcement, streets and park maintenance – currently, presents a \$124,800 deficit. General Fund proposed expenditures of \$55,727,900 slightly outpace forecasted revenue of \$55,603,100. Put into perspective, the FY 2019-20 budget was adopted with a \$2.840 million deficit – without the negative impacts to revenue of the coronavirus or the positive impacts to sales tax from Measure H.

The table below provides a summary of General Fund expenditures and revenue:

		FY 2020-21 Proposed Budget
General Fund Expenditures		55,727,900
General Fund Revenue		55,603,100
		(124,800)

Total, all funds expenditures are projected to be \$141,491,000, against \$139,178,600 in revenue. These appropriations include General Fund operations as well as Transit (Montebello Bus Lines), the Golf course, the Hilton Garden Inn and Home2Suites, various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG) programs, and many other projects, programs and operations funded with various sources of revenue (i.e., grants).

Revenue and Expenditures typically do not equal each other due to capital improvement program funding. Multi-year capital projects will expend funds as necessary, sometimes using special fund reserves, with revenue reimbursing the fund as the project is completed.

FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

Page 3 of 8

There are two attachments to this report (Attachment 1 and 2) which provide a summary of all funds revenue and expenditure amounts for FY 2020-21. These summary reports provide a high level overview of the proposed budgets for all funds. The pages below provide discussion on key areas of the proposed budget, focusing on the General Fund and other “key” special and enterprise fund operations. Finally, there is an overview of numerous unfunded equipment, capital and infrastructure needs.

FISCAL IMPACTS**General Fund**

The City receives the majority of its revenue from Sales Tax. The passage of Measure H will provide an additional \$6.0 million in revenue in FY 2020-21. It should be noted that the negative impacts of the pandemic on the economy will reduce sales tax revenue next year. The other major source of General Fund revenue is property tax. Fortunately, due to the timing of the assessment of property, any negative impacts from the coronavirus on property values will not be seen until FY 2021-22.

Overall General Fund revenue is projected to be \$4.257 million higher than the FY 2019-20 adopted budget. Most categories of revenue are up over current year adopted amounts, with the table below summarizing revenue by major category:

	FY 18-19 ACTUALS	FY 19-20 ADOPTED BUDGET	FY 20-21 PROPOSED
Sales and Use Taxes	\$14,031,972	\$13,146,732	\$18,241,000
Property Tax	\$12,191,978	\$12,740,406	\$13,026,000
Other Taxes	\$ 2,838,573	\$ 2,973,385	\$ 2,871,000
License and Permits	\$ 4,905,323	\$ 5,149,761	\$ 4,533,300
Cannabis Fees	\$ 1,326,160	\$ -	\$ 350,000
Charges for Services	\$ 6,657,595	\$ 6,914,613	\$ 7,091,300
Fines and Forfeitures	\$ 2,165,922	\$ 2,023,693	\$ 2,600,000
Other Revenue	\$ 2,777,574	\$ 2,508,823	\$ 2,590,500
Tansfers In	\$ 6,758,437	\$ 5,888,806	\$ 4,300,000
TOTAL GF Revenue	\$53,653,533	\$51,346,218	\$55,603,100

As for expenditures, the majority of General Fund appropriations are dedicated to public safety: Fire and Police, comprising 58% of the proposed budget. The \$55.278 million in proposed expenditures provide funding for planning, building, parks landscape, street maintenance, risk management, payroll, and other essential services. The table below provides expenditure information by Department:

CITY COUCIL AGENDA REPORT – MEETING OF JUNE 10, 2020

FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

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	FY 19-20 ADOPTED BUDGET	FY 19-20 AMENDED BUDET	FY 20-21 PROPOSED BUDGET
ADMINISTRATION	851,552	876,552	1,153,200
ELECTED	472,886	602,886	350,900
CITY ATTORNEY	500,000	500,000	542,500
HUMAN RESOURCES	1,234,517	1,234,517	1,312,200
PUBLIC WORKS	8,946,744	9,545,301	8,603,500
FINANCE	2,364,003	2,364,003	2,158,800
COMMUNITY DEVELOPMENT	1,784,894	1,969,894	2,140,800
PARKS AND RECREATION	4,741,296	5,346,296	4,274,300
POLICE	18,905,959	19,015,959	18,954,500
FIRE	11,908,253	12,100,109	13,362,000
NON-DEPARTMENTAL	2,476,595	7,133,128	2,875,200
	54,186,700	60,688,646	55,727,900

The 2.8% increase in appropriations in FY 2020-21 over FY 2019-20 encompasses many changes. With salary and benefits comprising 64.2% of the General Fund budget, changes made in this category will have the greatest impact on expenditures. Maintenance and Operations comprises 31.1%, and Debt and Lease Payments make up the remaining 4.7% of the proposed General Fund budget:

General Fund Category	FY 2020-21 Proposed Budget	% of Budget
Salary and Benefits	\$ 35,793,600	64.2%
Maintenance and Operations	\$ 17,314,000	31.1%
Debt and Lease Payments	\$ 2,620,300	4.7%
Capital Outlay	\$ -	0.0%
	\$ 55,727,900	100.0%

The FY 2020-21 budget is being developed utilizing a “modified zero-based budgeting” approach. The term “modified” is being appended due to the impacts of responding to the challenges of the pandemic, and the difficulties it has placed on Staff to manage a typical budget process. However, regardless of these challenges, Departments have worked closely with Administration and Finance to craft budgets that seek to right-size the organization.

These efforts have resulted in the ability to reduce certain budget items, while not reducing or sacrificing services to residents. In fact, the right-sizing efforts have allowed departments to better deploy limited budgetary resources where needed to better address long-ignored maintenance and other needs.

Other Funds

The majority of revenue and expenditures comprising the City’s total budget is recorded in Special Funds, Enterprise Funds, Grant Funds, Trust and Agency Funds and Successor Agency Funds. Under governmental accounting rules, these funds are more

FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

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restricted, and the use of revenue is dictated by certain guidelines based on the source of funding.

For example, the Los Angeles County Metropolitan Transportation Authority (Metro) provides Local Return Funds (LRF) to cities in Los Angeles County for various transit, road and street uses. These funds are recorded in their own separate funds: Measure M, Measure, R, Proposition A, and Proposition C. Montebello utilizes these revenues for transit projects, street rehabilitation, and related road projects.

The Capital Improvement Program (CIP) budget includes a detail of the various projects and their funding sources. Public Works and Finance are working on the CIP program and the budget will be included with the final proposed budget. There are many different capital projects underway, with the major road projects utilizing the “Paving the Way” bond funds issued December, 2019.

The City also uses Enterprise Funds to account for Transit, Golf, Water and Hotel (Hilton Garden Inn and Home2Suites) operations. The table below presents a high-level overview of the Hilton Garden Inn, Home2Suites, Transit and Golf funds, showing total expenditures, revenue and surplus or deficit for FY 2018-19, current fiscal year and FY 2020-21 proposed:

	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
Hilton Garden Inn				
EXPENDITURES	5,159,097	6,335,162	6,335,162	4,954,000
REVENUE	6,459,536	7,219,284	7,219,284	6,355,000
SURPLUS / (DEFICIT)	1,300,439	884,122	884,122	1,401,000
Home2Suites				
EXPENDITURES	7,189,448	10,009,659	10,009,659	9,382,800
REVENUE	7,952,204	10,051,630	10,051,630	9,630,000
SURPLUS / (DEFICIT)	762,756	41,971	41,971	247,200
Transit				
EXPENDITURES	27,780,490	29,783,084	30,500,625	30,777,500
REVENUE	31,253,905	32,775,553	32,775,553	31,212,900
SURPLUS / (DEFICIT)	3,473,415	2,992,469	2,274,928	435,400
Golf				
EXPENDITURES	2,445,736	3,350,982	3,550,982	3,141,000
REVENUE	2,973,964	3,350,982	3,350,982	2,170,000
SURPLUS / (DEFICIT)	528,227	(0)	(200,000)	(971,000)

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Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Proposition A, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.). The FY 2020-21 proposed Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$30.778 million in expenditures balanced against \$31.213 in revenue. Staff is continuing to analyze the Transit budget and adjustments will be made prior to presentation of the final proposed budget.

Hotels

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) was closed in March due to low occupancy caused by the impact of “shelter in place” orders. This closing coincided with a complete remodel of the hotel, the first since it opened over fifteen years ago. While unfortunate, the closing will allow the renovation to be completed ahead of schedule. Hotel management is working on a re-opening plan, basing decisions on the completion of renovations as well as the relaxation of “shelter in place” and related restrictions.

Even with the negative impact from the coronavirus pandemic on occupancy, the Hilton Garden Inn is forecasted to have a surplus in FY 2020-21. Staff has consulted with the bond trustee and confirmed that debt service is fully funded for the next two years. That is, even with reduced income due to the coronavirus induced closing, there is sufficient revenue in existing trustee accounts to pay debt service through FY 2021-22.

The recent refinancing of HGI debt (December 2019) is a positive move, providing significant debt service savings for the next three years by restructuring the debt to be interest only during that time period. This refinancing made economic sense -- taking advantage of historically low interest rates -- and has been fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel remains open, with occupancy suffering due to the pandemic. However, in recent months occupancy has been climbing and management is confident it will reach pre-pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. However, H2S has done well enough that debt service is fully funded for the next two years as well.

Both hotels are well positioned to take advantage of any post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue -- tempered given economic conditions at large -- will be sufficient to support operations and debt service payments.

FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

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Golf

The City recently changed operators of the Golf course. Shortly after making this change, the golf course was closed in response to coronavirus related health and safety orders. Early indications are the new operator will be able to reduce expenditures and increase revenue. The goal is to right-size operations to reduce – and eventually eliminate – the General Fund subsidy of the Golf Course. Staff is currently working on reviewing the FY 2020-21 Golf Course budget and adjustments will be incorporated in the final proposed budget presented to the City Council.

Unfunded Needs

The June 3, 2020 Budget Study Session included extensive discussion of unfunded capital, equipment, infrastructure, technology and related needs. Staff presented an extensive list of items and estimated costs. The City Council provided direction and Staff will return with an updated and re-prioritized list of needs.

In general, the unfunded needs for FY 2020-21 are approximately \$4.105 million. Some of the items are:

- \$1,000,000: Sewer system repairs and maintenance
- \$107,000: Cardiac monitors
- \$900,000: Purchase of two reserve fire engines
- \$65,000: Replace security cameras in Police headquarters
- \$100,000: Implementation of electronic permitting and related services

There are many more unfunded, essential needs. Some items can wait until the sale of the City's water system is completed and proceeds are available. The use of reserves for various one-time expenditures – vehicles, equipment such as turnouts, hoses or ladders, etc. – would be appropriate and Staff would return to City Council with an updated plan once these water system sale funds are available.

In addition, Staff is coordinating with our League of Cities partners as well as State and Federal elected officials to determine the availability of pandemic response related funding for other needs that would qualify to be purchased using such sources of funding. The City is already certain of approximately \$391,000 in CDBG related CARES Act funding. There will be a second tranche of CDBG CARES Act funding in FY 2020-21, as well as funding from the State of California's share of CARES Act funds. In addition, there is discussion of another round of Federal funding for smaller cities left out of the first CARES Act.

There is a possibility that many of the City's unfunded needs could be paid for using these new sources of funding. However, there will be more immediate needs that will need to be met and Staff is working to incorporate these into the proposed FY 2020-21 budget. These needs will impact the General Fund's bottom line. Further discussion

CITY COUCIL AGENDA REPORT – MEETING OF JUNE 10, 2020
FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION
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will occur on June 10 and June 24 as these more immediate needs are placed in the proposed budget and their overall impact to expenditures is analyzed.

SUMMARY

This proposed budget overview provides another opportunity for the City Council and residents to give feedback on the operational and spending plan for next fiscal year. Staff continues to work on refining various aspects of the proposed budget. A final version of the proposed budget will be presented for City Council adoption as the June 24, 2020 City Council meeting.

Attachments 1 and 2 to this report provide summaries of expenditures and revenues for the FY 2020-21 proposed budget. Additional information on unfunded needs and the plan for funding them will be presented at the June 10, 2020 meeting. The ultimate goal is to present a budget for adoption at the June 24, 2020 City Council meeting.

Attachments: 1) All Funds Expenditures, FY 2020-21 Proposed Budget
 2) All Funds Revenue, FY 2020-21 Proposed Budget

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

Fund - Department - Division	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
GENERAL FUND						
100-10-100 General-Electoral-City Council	183,291	165,869	166,124	176,570	176,570	159,900
100-10-110 General-Electoral-City Clerk	104,132	251,686	310,849	273,897	403,897	168,700
100-10-120 General-Electoral-City Treasurer	18,140	23,368	20,065	22,420	22,420	22,300
100-15-150 General-City Attorney-City Attorney	431,356	505,634	837,046	500,000	500,000	542,500
100-20-200 General-Administration-City Administration	693,893	736,308	1,250,532	819,016	822,716	1,074,300
100-20-210 General-Administration-Community Promotion	12,505	13,726	24,748	32,536	28,836	78,900
100-20-550 General-Administration-Commercial Cannabis	-	-	-	-	25,000	-
100-25-250 General-Human Resources-HR Administration	325,193	255,527	355,884	640,155	640,155	658,500
100-25-255 General-Human Resources-Risk Management	-	-	-	-	-	-
100-30-300 General-Public Works-PW Administration	429,706	437,895	536,792	739,720	739,720	693,300
100-30-310 General-Public Works-Streets	6,382,345	6,340,413	6,273,674	6,641,148	7,189,705	6,879,000
100-30-315 General-Public Works-Stormwater	-	-	-	100,000	100,000	105,500
100-30-320 General-Public Works-Trees	430,461	543,137	537,104	632,156	632,156	601,400
100-30-330 General-Public Works-Engineering	713,654	772,170	648,615	764,069	764,069	274,300
100-30-350 General-Public Works-FEMA	-	-	-	-	-	-
100-30-550 General-Public Works-Commercial Cannabis	-	-	-	-	50,000	-
100-30-730 General-Public Works-AB939	98,649	66,480	60,043	69,650	69,650	50,000
100-40-400 General-Finance-Finance Administration	1,831,206	1,922,240	2,025,854	2,364,003	2,364,003	2,158,800
100-40-410 General-Finance-Purchasing	226,477	204,580	-	-	-	-
100-40-420 General-Finance-Information Technology	762,012	547,906	510,260	594,362	594,362	653,700
100-50-350 General-Community Development-FEMA	-	-	-	-	-	-
100-50-500 General-Community Development-Administration	406,895	163,483	469,382	498,527	535,097	625,600
100-50-510 General-Community Development-Facilities	425,881	403,725	468,642	-	-	-
100-50-520 General-Community Development-Planning Department	327,319	247,190	222,622	384,908	418,338	597,700
100-50-530 General-Community Development-Code Enforcement	302,679	315,245	223,947	437,773	348,773	289,400
100-50-540 General-Community Development-Building Department	308,079	508,187	426,437	351,294	370,294	455,300
100-50-550 General-Community Development-Commercial Cannabis	-	-	218,560	112,393	297,393	172,800
100-70-510 General-Parks & Recreation-Facilities	-	-	792	583,537	606,681	586,000
100-70-550 General-Parks & Recreation-Commercial Cannabis	-	-	-	-	715,000	-
100-70-700 General-Parks & Recreation-Recreation Administration	346,595	360,628	513,571	782,866	812,802	838,700
100-70-710 General-Parks & Recreation-Recreation	1,476,359	1,586,851	1,501,193	1,964,832	1,847,155	1,595,100
100-70-720 General-Parks & Recreation-Park Maintenance	1,314,191	1,264,499	1,307,349	1,396,065	1,350,662	1,254,500
100-70-735 General-Parks & Recreation-SYEP	-	691	(30)	13,995	13,995	-
100-80-800 General-Police-PD Administration	529,963	827,338	1,162,770	828,378	822,573	720,800
100-80-805 General-Police-Patrol	11,310,669	11,346,624	9,849,638	9,879,300	9,782,984	10,055,300
100-80-810 General-Police-Traffic	496,800	252,129	287,151	630,344	726,660	858,800
100-80-815 General-Police-Support Services	944,597	1,032,677	1,003,915	2,231,360	2,347,165	2,180,700

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

Fund - Department - Division	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
100-80-820 General-Police-Communications	1,777,817	1,165,600	1,978,150	1,148,695	1,148,695	1,141,400
100-80-825 General-Police-Records	845,177	790,766	656,639	742,208	742,208	738,100
100-80-830 General-Police-Investigative Services	3,613,517	3,802,787	2,780,526	2,653,027	2,653,027	2,793,400
100-80-831 General-Police-Detention Facility	-	-	496,035	491,865	491,865	466,000
100-80-835 General-Police-Grants	-	-	-	-	-	-
100-80-885 General-Police-Public Safety Augmentation Fund	-	-	-	300,783	300,783	-
100-85-350 General-Fire-FEMA	-	-	-	-	-	-
100-85-850 General-Fire-Fire Administration	881,553	756,010	1,409,218	1,549,642	1,532,642	2,028,100
100-85-860 General-Fire-Suppression	10,799,046	11,177,134	9,887,518	9,672,435	9,685,335	10,501,100
100-85-870 General-Fire-Prevention	295,455	350,064	282,325	298,964	330,064	336,500
100-85-880 General-Fire-Communications	90,683	87,137	893,410	138,826	303,682	204,700
100-85-885 General-Fire-Public Safety Augmentation Fund	475,441	102,328	428,579	248,388	248,388	291,600
100-85-890 General-Fire-Safer Grant	-	-	-	-	-	-
100-99- General-Non-Departmental-	4,294,774	3,036,251	2,299,000	2,476,595	2,476,595	2,875,200
100-99-929 General-Non-Departmental-Taylor Ranch	-	-	10,200	-	4,656,533	-
	53,906,512	52,364,283	52,335,129	54,186,700	60,688,646	55,727,900
SPECIAL/GRANT FUNDS						
200-99- Highway Users Tax-Non-Departmental-	800,000	2,531,106	1,478,146	308,606	1,732,770	345,400
201-99- SB1 - Road Maint. & Rehab. (RMRA)-Non-Departmental-	-	278,090	115,693	-	2,106,065	-
202-99-921 SB1 - Transit-State of Good Repairs (STA/SGR)-Non-Departmental-SB1-SGR	-	154,089	-	-	-	-
202-99-922 SB1 - Transit-State of Good Repairs (STA/SGR)-Non-Departmental-SB1-STA	-	71,390	-	-	-	-
205-99- Retirement-Non-Departmental-	8,763,538	9,638,281	9,949,505	11,404,238	11,404,238	11,949,500
210-99- Prop A - Streets-Non-Departmental-	1,268,009	1,000,000	-	-	1,324,709	300
210-99-911 Prop A - Streets-Non-Departmental-Metrolink Station	-	-	-	-	-	-
215-99- Prop C - Streets-Non-Departmental-	666,152	742,903	557,363	50,000	4,120,588	144,100
220-99- Measure R - Streets-Non-Departmental-	371,569	979,862	510,170	98,000	4,275,386	448,600
221-99- Measure A - Parks-Non-Departmental-	-	-	-	-	-	1,008,000
222-99- Measure M Streets-Non-Departmental-	-	44,030	704,742	1,231	3,887,826	192,700
223-99- TDA - Sidewalks-Non-Departmental-	-	-	88,659	-	85,390	-
230-99- Drug Enforcement - Asset Forfeitures-Non-Departmental-	59	-	-	-	-	-
230-99-847 Drug Enforcement - Asset Forfeitures-Non-Departmental-JUSTICE DEPARTMENT	928,862	917,279	1,176,403	539,874	572,555	445,000
230-99-848 Drug Enforcement - Asset Forfeitures-Non-Departmental-TREASURY DEPARTMENT	-	-	14,656	25,793	25,793	-
230-99-849 Drug Enforcement - Asset Forfeitures-Non-Departmental-STATE TRUST FUND	121,824	16,013	-	-	-	-
235-99- Supplemental Law Prop. 172-Non-Departmental-	81,124	64,430	438,058	350,000	350,000	346,800
245-99- Air Quality Management District Grant (AQMD)-Non-Departmental-	30,446	32,658	241,363	31,205	323,554	336,300
250-99- Park Development-Non-Departmental-	106,824	9,854	14,500	-	-	-
255-99- Community Development Block Grants (CDBG)-Non-Departmental-	549,596	830,833	606,632	440,884	440,884	462,200
255-99-530 Community Development Block Grants (CDBG)-Non-Departmental-Code Enforcement	58,232	21,341	-	-	-	-

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

Fund - Department - Division	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
255-99-735 Community Development Block Grants (CDBG)-Non-Departmental-SYEP	24,555	29,566	19,977	15,491	15,491	23,000
255-99-935 Community Development Block Grants (CDBG)-Non-Departmental-Administration	101,251	97,031	76,034	100,000	100,000	100,000
255-99-940 Community Development Block Grants (CDBG)-Non-Departmental-Program	32,335	76,916	29,823	121,306	121,306	25,900
260-99- HOME funds-Non-Departmental-	-	-	-	269,841	269,841	-
260-99-935 HOME funds-Non-Departmental-Administration	21,436	20,969	-	-	-	-
260-99-940 HOME funds-Non-Departmental-Program	12,978	8,823	11,925	-	-	-
260-99-945 HOME funds-Non-Departmental-CHODO	299,142	85,371	-	-	-	-
265-99- Grants-Non-Departmental-	-	-	113,882	-	-	-
265-99-330 Grants-Non-Departmental-Engineering	28,033	18,518	16,584	24,436	24,436	14,100
265-99-458 Grants-Non-Departmental-Summer Food	29,876	27,120	20,941	30,000	30,000	30,300
270-9063-2018 Transit Grants-FTA CA-2019-033-FY 2018-2019	-	-	-	-	-	142,700
300-99- Prop A Exchange-Non-Departmental-	1,431,101	-	-	-	120,000	18,700
300-99-925 Prop A Exchange-Non-Departmental-Prop A Exchange - Commerce	112,009	211,053	-	-	-	-
300-99-926 Prop A Exchange-Non-Departmental-Prop A Exchange - Pasadena	13,690	-	-	-	-	-
410-99- Debt Service (Golf Course/City Hall Bonds)-Non-Departmental-	54,814,162	2,567,838	1,509,897	1,501,864	1,501,864	3,345,200
	70,666,802	20,475,365	17,694,953	15,312,769	32,832,696	19,378,800
TRUST AND AGENCY FUNDS						
500-70-700 Trust & Agency-Parks & Recreation-Recreation Administration	44,266	61,079	58,224	6,195	6,195	20,000
500-80-800 Trust & Agency-Police-PD Administration	129,033	130,373	112,570	55,774	55,774	6,300
500-80-805 Trust & Agency-Police-Patrol	-	-	82,450	30,900	30,900	37,500
500-80-830 Trust & Agency-Police-Investigative Services	-	-	63,125	15,683	15,683	15,000
500-85-850 Trust & Agency-Fire-Fire Administration	21,963	23,822	46,803	31,748	31,748	23,700
500-85-860 Trust & Agency-Fire-Suppression	-	-	93,750	15,218	15,218	22,500
500-90-900 Trust & Agency-Transportation -Transit Administration	3,614	3,527	3,538	3,667	3,667	-
500-99- Trust & Agency-Non-Departmental-	13,728	11,092	19,491	27,537	27,537	-
	212,604	229,893	479,951	186,722	186,722	125,000
ENTERPRISE FUNDS						
600-90-735 Transit-Transportation -SYEP	-	-	6,957	8,397	16,497	10,000
600-90-900 Transit-Transportation -Transit Administration	5,269,183	7,149,806	6,249,988	6,569,662	6,496,342	6,705,100
600-90-910 Transit-Transportation -Operations	12,267,512	14,671,120	14,163,084	15,015,371	15,441,837	16,002,000
600-90-911 Transit-Transportation -Metrolink Station	-	349,400	256,815	260,074	260,074	318,900
600-90-915 Transit-Transportation -Corporate Shops	6,186,925	6,801,126	6,531,531	7,435,801	7,510,509	7,175,000
600-90-929 Transit-Transportation -Taylor Ranch	-	2,813	-	6,000	228,187	-
600-90-930 Transit-Transportation -Prop C 5% Security	482,185	327,806	501,764	479,591	478,991	544,800
600-90-931 Transit-Transportation -Bus Advertising	-	6,146	65,152	8,188	68,188	21,700
600-99- Transit-Non-Departmental-	8,659	-	5,199	-	-	-
605-99- Water-Non-Departmental-	2,292,239	2,432,310	3,106,912	2,415,098	2,415,098	2,223,800
610-65- Golf-Hotels Perimeter-	10,788	11,032	6,387	11,652	11,652	16,000

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

Fund - Department - Division	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
610-66- Golf-Quiet Cannon Perimeter-	67,348	91,735	99,401	170,009	259,044	181,100
610-99- Golf-Non-Departmental-	2,341,172	2,887,453	2,339,949	3,169,321	3,280,286	2,943,900
620-99- Hilton-Non-Departmental-	7,482,185	5,129,041	5,159,097	6,335,162	6,335,162	4,954,000
625-99- Hotel2Suites Hotel-Non-Departmental-	41	2,685,753	7,189,448	10,009,659	10,009,659	9,382,800
	36,408,237	42,545,540	45,681,683	51,893,985	52,811,526	50,479,100
INTERNAL SERVICE FUNDS						
700-99- Self Insurance-Non-Departmental-	2,080,935	2,038,593	1,081,118	1,140,984	2,060,584	2,689,200
700-99-100 Self Insurance-Non-Departmental-City Council	80	1,506	23,417	1,873	3,373	8,300
700-99-200 Self Insurance-Non-Departmental-City Administration	8,821	60,135	50,901	17,838	27,838	26,000
700-99-250 Self Insurance-Non-Departmental-HR Administration	91,066	18,731	7,089	-	-	-
700-99-300 Self Insurance-Non-Departmental-PW Administration	-	546	-	-	-	-
700-99-310 Self Insurance-Non-Departmental-Streets	226,603	598,437	331,149	208,242	208,242	335,000
700-99-320 Self Insurance-Non-Departmental-Trees	42,034	15,504	75,187	117,438	117,438	40,000
700-99-400 Self Insurance-Non-Departmental-Finance Administration	53,032	90,147	32,347	29,063	29,063	40,000
700-99-500 Self Insurance-Non-Departmental-Administration	301,638	719	-	-	2,600	-
700-99-510 Self Insurance-Non-Departmental-Facilities	304	-	-	-	-	-
700-99-600 Self Insurance-Non-Departmental-Administration	76,074	47,420	61,011	61,796	61,796	43,000
700-99-700 Self Insurance-Non-Departmental-Recreation Administration	300,559	124,948	97,637	49,742	69,742	302,300
700-99-720 Self Insurance-Non-Departmental-Park Maintenance	97,166	401,191	135,334	130,833	120,833	122,000
700-99-800 Self Insurance-Non-Departmental-PD Administration	1,357,095	1,321,506	1,333,810	1,888,851	955,151	1,280,000
700-99-850 Self Insurance-Non-Departmental-Fire Administration	1,459,722	807,452	877,183	1,137,432	1,137,432	1,038,000
700-99-900 Self Insurance-Non-Departmental-Transit Administration	1,252,234	1,488,259	1,888,788	2,613,048	2,613,048	1,555,500
720-20-200 Corporate Shop-Administration-City Administration	50	292	934	-	-	-
720-25-250 Corporate Shop-Human Resources-HR Administration	-	-	-	-	-	-
720-30-300 Corporate Shop-Public Works-PW Administration	-	6,522	15,867	-	-	-
720-30-310 Corporate Shop-Public Works-Streets	-	-	14,341	-	-	-
720-40-400 Corporate Shop-Finance-Finance Administration	-	557	301	-	-	-
720-50-500 Corporate Shop-Community Development-Administration	-	3,173	13,701	-	-	-
720-70-700 Corporate Shop-Parks & Recreation-Recreation Administration	-	9,343	24,409	-	-	-
720-70-720 Corporate Shop-Parks & Recreation-Park Maintenance	-	-	26,200	-	-	-
720-80-800 Corporate Shop-Police-PD Administration	9,902	85,443	140,104	-	-	-
720-80-805 Corporate Shop-Police-Patrol	-	-	109,360	-	-	-
720-80-815 Corporate Shop-Police-Support Services	-	-	7,514	-	-	-
720-80-830 Corporate Shop-Police-Investigative Services	-	-	22,691	-	-	-
720-85-850 Corporate Shop-Fire-Fire Administration	146,720	106,710	81,925	-	-	-
720-85-860 Corporate Shop-Fire-Suppression	-	-	23,310	-	-	-
720-85-870 Corporate Shop-Fire-Prevention	-	-	4,839	-	-	-
720-99- Corporate Shop-Non-Departmental-	252,524	158,837	1,414,734	1,630,166	1,630,166	-

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

Fund - Department - Division	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
725-99- Equipment Reserve-Non-Departmental-	2,858	-	-	-	-	-
	7,759,416	7,385,971	7,895,202	9,027,306	9,037,306	7,479,300
SUCCESSOR AGENCY						
800-50-500 Successor Agency-Community Development-Administration	-	-	-	-	-	-
800-99- Successor Agency-Non-Departmental-	6,294,057	893,327	824,259	4,156,224	4,156,224	3,235,600
800-99-970 Successor Agency-Non-Departmental-Montebello Hills	718,708	725,924	761,316	2,808,167	2,808,167	2,733,300
800-99-980 Successor Agency-Non-Departmental-SMIRP - South Industrial	209,555	184,949	152,206	696,505	696,505	698,400
800-99-990 Successor Agency-Non-Departmental-MERP - Montebello	338,486	350,153	298,778	2,411,187	2,411,187	1,403,900
810-99- Housing Authority Successor-Non-Departmental-	30,403	17,843	752,843	4,421	4,421	198,200
#N/A	-	-	-	-	-	31,500
	7,591,209	2,172,196	2,789,402	10,076,505	10,076,505	8,300,900
	176,544,781	125,173,247	126,876,320	140,683,986	165,633,400	141,491,000

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
GENERAL FUND						
100-50-550 General-Community Development-Commercial Cannabis	-	-	1,326,160	-	-	-
100-80-885 General-Police-Public Safety Augmentation Fund	-	-	253,005	307,201	307,201	-
100-85-850 General-Fire-Fire Administration	-	-	-	-	-	-
100-85-885 General-Fire-Public Safety Augmentation Fund	358,791	516,452	253,005	307,201	307,201	-
100-99- General-Non-Departmental-	55,399,252	54,384,123	51,714,129	50,731,816	50,731,816	55,603,100
100-99-926 General-Non-Departmental-Prop A Exchange - Pasadena	-	750,000	-	-	-	-
100-99-928 General-Non-Departmental-Prop A Exc-Rancho Palos Verdes	750,000	-	-	-	-	-
100-99-929 General-Non-Departmental-Taylor Ranch	-	-	107,235	-	-	-
	56,508,043	55,650,574	53,653,533	51,346,218	51,346,218	55,603,100
SPECIAL/GRANT FUNDS						
200-99- Highway Users Tax-Non-Departmental-	1,215,477	1,352,346	1,311,052	1,677,564	1,677,564	1,604,300
201-99- SB1 - Road Maint. & Rehab. (RMRA)-Non-Departmental-	-	294,840	1,169,627	1,069,807	1,069,807	1,223,400
202-99- SB1 - Transit-State of Good Repairs (STA/SGR)-Non-Departmental-	-	225,478	-	1,513,305	1,513,305	1,530,100
205-99- Retirement-Non-Departmental-	11,446,044	11,827,362	12,931,143	13,462,763	13,462,763	13,604,000
210-99- Prop A - Streets-Non-Departmental-	1,176,443	1,206,814	1,318,846	1,324,709	1,324,709	1,381,200
215-99- Prop C - Streets-Non-Departmental-	1,039,235	1,030,570	1,261,439	1,149,338	1,149,338	1,150,300
220-99- Measure R - Streets-Non-Departmental-	785,559	762,550	831,351	838,051	838,051	858,900
221-99- Measure A - Parks-Non-Departmental-	-	-	-	197,298	197,298	600,000
222-99- Measure M Streets-Non-Departmental-	-	675,864	917,497	931,937	931,937	966,000
223-99- TDA - Sidewalks-Non-Departmental-	-	-	88,659	46,605	46,605	47,500
230-99- Drug Enforcement - Asset Forfeitures-Non-Departmental-	(84,236)	-	-	-	-	-
230-99-847 Drug Enforcement - Asset Forfeitures-Non-Departmental-JUSTICE DEPARTMENT	281,242	8,597	894,426	5,000	5,000	-
230-99-848 Drug Enforcement - Asset Forfeitures-Non-Departmental-TREASURY DEPARTMENT	2,447	6,197	12,774	-	-	-
230-99-849 Drug Enforcement - Asset Forfeitures-Non-Departmental-STATE TRUST FUND	613	763	1,574	-	-	-
235-99- Supplemental Law Prop. 172-Non-Departmental-	141,829	105,985	156,089	159,317	159,317	154,000
240-99- Justice Assistance Grants (JAG)-Non-Departmental-	350	791	1,366	1,254	1,254	-
243-99- Local Law Enforcement Block Gr-Non-Departmental-	-	-	-	-	-	-
245-99- Air Quality Management District Grant (AQMD)-Non-Departmental-	85,337	90,219	97,969	97,095	97,095	86,000
250-99- Park Development-Non-Departmental-	780	523	680	-	-	-
255-99- Community Development Block Grants (CDBG)-Non-Departmental-	1,007,067	1,283,134	860,520	990,766	990,766	1,141,000
255-99-530 Community Development Block Grants (CDBG)-Non-Departmental-Code Enforcement	-	-	-	-	-	-
260-99- HOME funds-Non-Departmental-	456,328	161,560	3,654	269,841	269,841	300,000
265-99- Grants-Non-Departmental-	24,394	25,329	30,183	37,760	37,760	-
265-99-330 Grants-Non-Departmental-Engineering	-	-	20,952	-	-	21,000
265-99-458 Grants-Non-Departmental-Summer Food	29,876	27,120	20,941	30,000	30,000	-
270-99- Transit Grants-Non-Departmental-	7,615	9,061	27,656	-	-	-
300-99- Prop A Exchange-Non-Departmental-	1,434,066	2,514	3,109	-	-	-
410-99- Debt Service (Golf Course/City Hall Bonds)-Non-Departmental-	4,176,861	1,466,882	1,505,329	1,501,864	1,501,864	-
	23,227,328	20,564,501	23,466,837	25,304,273	25,304,273	24,667,700
TRUST AND AGENCY FUNDS						
500-50-520 Trust & Agency-Community Development-Planning Department	-	-	-	-	-	-
500-70-700 Trust & Agency-Parks & Recreation-Recreation Administration	35,040	39,987	32,525	6,195	6,195	-
500-80-800 Trust & Agency-Police-PD Administration	298,377	80,544	234,942	319,113	319,113	-
500-85-850 Trust & Agency-Fire-Fire Administration	61,764	44,032	35,523	44,452	44,452	-
500-85-860 Trust & Agency-Fire-Suppression	-	-	-	-	-	-

City of Montebello
All Funds Expenditures
FY 2020-21 Proposed Budget

	FY 2016-17 ACTUALS	FY 2017-18 ACTUALS	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
500-90-900 Trust & Agency-Transportation -Transit Administration	7,308	2,343	3,021	3,667	3,667	-
500-99- Trust & Agency-Non-Departmental-	39,899	5,701	113,441	94,194	94,194	-
	442,387	172,606	419,452	467,620	467,620	-
ENTERPRISE FUNDS						
600-99- Transit-Non-Departmental-	25,653,790	27,655,261	31,253,905	32,775,553	32,775,553	31,212,900
605-99- Water-Non-Departmental-	2,333,695	3,053,867	3,203,208	2,627,830	2,627,830	2,610,000
610-66- Golf-Quiet Cannon Perimeter-	-	-	708,593	619,140	619,140	450,000
610-99- Golf-Non-Departmental-	3,154,768	3,408,835	2,265,371	2,731,842	2,731,842	1,720,000
620-99- Hilton-Non-Departmental-	8,107,772	7,197,487	6,459,536	7,219,284	7,219,284	6,355,000
625-99- Hotel2Suites Hotel-Non-Departmental-	48,144,283	433,552	7,952,204	10,051,630	10,051,630	9,630,000
	87,394,308	41,749,001	51,842,817	56,025,278	56,025,278	51,977,900
INTERNAL SERVICE FUNDS						
700-99- Self Insurance-Non-Departmental-	6,752,885	6,831,099	7,397,377	7,372,269	7,372,269	6,929,900
700-99-300 Self Insurance-Non-Departmental-PW Administration	-	-	-	-	-	-
700-99-310 Self Insurance-Non-Departmental-Streets	51,448	-	-	-	-	-
700-99-850 Self Insurance-Non-Departmental-Fire Administration	598,016	-	-	-	-	-
720-99- Corporate Shop-Non-Departmental-	1,335,643	7,170	572,499	-	-	-
725-99- Equipment Reserve-Non-Departmental-	-	-	-	-	-	-
	8,737,991	6,838,270	7,969,876	7,372,269	7,372,269	6,929,900
SUCCESSOR AGENCY FUNDS						
800-99- Successor Agency-Non-Departmental-	432,191,152	273,083,140	6,915,901	6,886,701	6,886,701	-
800-99-970 Successor Agency-Non-Departmental-Montebello Hills	591,458	531,820	1,510,115	591,732	591,732	-
800-99-980 Successor Agency-Non-Departmental-SMIRP - South Industrial	4,411	11,279	21,445	18,244	18,244	-
800-99-990 Successor Agency-Non-Departmental-MERP - Montebello	37,357	108,889	69,560	130,869	130,869	-
810-99- Housing Authority Successor-Non-Departmental-	5,760	5,760	36,760	3,672	3,672	-
	432,830,138	273,740,888	8,553,781	7,631,218	7,631,218	-
TOTAL ALL FUNDS	609,140,195	398,715,839	145,906,297	148,146,877	148,146,877	139,178,600

Capital Budget Request and Planning Forecast - DOES NOT INCLUDE Public Works & Transit
FY 2020-21 - FY 2022-23
Maintenance and Operations, Capital, Equipment Purchase Needs

Dept	Description of Supplemental Request	M&O / Capital / Infrastructure*		Eligible Fund Source**	Estimated Amount & Proposed FY**				Notes/Justification^^
					FY 20-21	FY 21-22	FY 22-23	No Forecast	
Admin	100 Year Anniversary	M&O	One-Time	General Fund	58,000	148,000			Year 1) 100 Year Anniversary branding, supplies, promotional material, street banners, challenge coins time capsule and minimal publications Year 2) add 4th of July event and parade/5k
Admin	Drone (Media and Communications, PIO)	M&O	One-Time	General Fund	15,000				Drone, drone licenses and training
Admin	HD Camera	M&O	One-Time	General Fund		10,000			HD Camera and accessories with software
Admin	Commercial Grade Outdoor Holiday Tree and Deco	M&O	One-Time	General Fund	30,000	10,000			Installed on City Hall exterior outdoor entrance platform
Admin	Implement Street Banner Program (holiday, patriotic, spring, business)	M&O	Semi-recurring, will need replacement	General Fund				15,000	100 streets with colored street banners with brackets @\$150 each
Admin	RING Program	M&O	One-Time	General Fund	30,000	20,000			Implement CC Approved RING Program
Fire	Fire Hoses	M&O	Semi-recurring, will need replacement	General Fund	80,000				Hoses are deteriorated and no longer cost effective to repair
Fire	Hydraulic Rescue Tools/Jaws of Life	M&O	Semi-recurring, will need replacement	General Fund	50,000				Equipment has exceeded life span and no longer cost effective to repair
Fire	(50) Turnouts	M&O	Semi-recurring, will need replacement	General Fund	75,000	25,000			Turnouts have exceeded life span and we do not have sufficient equipment-to-personnel ratio to meet safety standards
Fire	Self-Contained Breathing Apparatus (SCBA)	M&O	Semi-recurring, will need replacement	General Fund	60,000	60,000			Equipment has exceeded life span and no longer cost effective to repair
Fire	Ladders	M&O	Semi-recurring, will need replacement	General Fund	45,000				Wood ladders have exceeded life span and no longer cost effective and feasible for staff to repair
Fire	Three (3) Cardiac Monitors (Zell)	M&O	Semi-recurring, will need replacement	General Fund	107,000				Equipment has exceeded life span and obsolete
Fire	Body Armor/Active Shooter Supplies	M&O	Semi-recurring, will need replacement	General Fund	75,000	75,000			Equipment has exceeded life span and no longer cost effective to repair
Fire	Upgrade to cloud-based system for ESO Firehouse Reporting Platform	M&O	One-Time	General Fund	11,200				Current capacity not adequate to complete required EMS forms and must be done manually in some cases due to lack of capacity
Public Works	Sewer repair and upgrade	I	One-Time	GF Reserves / Water Sale	1,000,000				Sewer system has deferred maintenance and repairs that need to be addressed in order to prevent further deterioration of the system.
Fire	(1) Drone for fire prevention, inspections, situational awareness	M&O	Semi-recurring, will need replacement	GF Reserves / Water Sale	70,000				Incorporate the use of aerial technology for fire prevention/intervention, homeless outreach, fire inspections, brush abatement, situational awareness in riverbeds and calls for service
Police	West parking lot gate repair and maintenance	I	Semi-recurring, will need replacement	GF Reserves / Water Sale	30,000				(6) gate motors need to be replaced, no longer feasible to repair
Police	Replace security cameras in the Police Dept. (Multi-phase)	I	Semi-recurring, will need replacement	GF Reserves / Water Sale	65,000	100,000	100,000		Current security system is obsolete and no longer repairable, phased approach for multi-year security system implementation at PD and City Hall campus
Police	Range maintenance and pressure safety check	I	Semi-recurring, will need replacement	GF Reserves / Water Sale	32,000				Address deferred maintenance
Police	Police Server Room upgrade	I	One-Time	GF Reserves / Water Sale	60,000				Server room is not compliant
Police	Upgrade Dispatch Software/GIS mapping/hardware	Capital	One-Time	GF Reserves / Water Sale	150,000	150,000	100,000		Current dispatch software/GIS capacity is not compatible with demand and technology advancements.
Fire	Surplus Fire Equipment purchase from Vernon FD	M&O	One-Time	GF Reserves / Water Sale	900,000				City of Vernon Fire Department will transition service to LAFCO July of 2020 and residue equipment is available for purchase at surplus prices
Fire	Compressed Air Fill Station	Capital	Semi-recurring, will need replacement	GF Reserves / Water Sale		60,000			Current station does not meet capacity
Fire	Various emergency building repairs Station 55	I	One-Time	GF Reserves / Water Sale	50,000				Building repairs/deferred maintenance
Fire	Various emergency building repairs Station 57	I	One-Time	GF Reserves / Water Sale	50,000				Building repairs/deferred maintenance
Fire	Ladder Truck	Capital	One-Time	GF Reserves / Water Sale			1,750,000		Current Ladder Truck has exceeded life span and no longer cost effective to repair and meet calls for service demand
Fire	(2) Fire engines	Capital	One-Time	GF Reserves / Water Sale				1,670,000	Both of the Fire Engines have exceeded their life span and no longer cost effective to repair and meet calls for service demand
Parks & Rec	Senior Center Remodel/ADA Compliance & Access	I	One-Time	GF Reserves / Water Sale		300,000	300,000		Remodel the Senior Center to meet ADA access and reconfigure to include fitness center with equipment
City Wide	Deferred Facilities Maintenance (Parks, PD & Fire Stations)	I	One-Time	GF Reserves / Water Sale				90,000,000	Does not include new construction/reconfiguration. These funds are to repair only and replace park trash receptacles/benches
City Wide	Sewer System replacement	I	One-Time	GF Reserves / Water Sale				80,000,000	System obsolete
City Wide	General Utility Trucks, Passenger Vans and Utility Carts for building facilities & park maintenance- not eligible for AQMD	Capital	One-Time	GF Reserves / Water Sale	300,000	150,000			Vehicles have exceeded life span and no longer cost effective to repair and to meet current demand
Police	Biohazard cleaning and disposal	M&O	Semi-recurring, will need replacement	CARES Related Funding	10,000				Address biohazard potential for contamination
CC Chambers	Upgrade City Council A/V equipment and hardware	I	One-Time	CARES Related Funding				500,000	Improve sound, wireless, audio and remote access for improved City Council Meetings/Public Meeting access.
City Wide	Computer/Software Technical Upgrade Initiative	Capital	Semi-recurring, will need replacement	CARES Related Funding	92,000	92,000			Upgrade all computer hardware with Microsoft 365 Migration, licenses, SharePoint

Capital Budget Request and Planning Forecast - DOES NOT INCLUDE Public Works & Transit
FY 2020-21 - FY 2022-23
Maintenance and Operations, Capital, Equipment Purchase Needs

					Estimated Amount & Proposed FY**				Notes/Justification^^
Dept	Description of Supplemental Request	M&O / Capital / Infrastructure*		Eligible Fund Source**	FY 20-21	FY 21-22	FY 22-23	No Forecast	
City Wide	Implement City Wide Digital automation for permit and plan checking for use in PW's and Comm & Economic Development	Capital	One-time	CARES Related Funding	100,000				Implementing cloud based digital media exchange provides for improved efficiency, document storage and digital reviews and approvals.
City Wide	Upgrade city-wide phone system with managed voice	Capital	One-Time and hosting	CARES Related Funding	55,000	55,000			Upgrade City-Wide phone system (price includes installation, equipment & hosting)
Police	Police Station electrical upgrade	I	Semi-reoccurring, will need replacement	ABM Project	15,000				Address deferred maintenance
Police	Various emergency building repairs	I	Semi-reoccurring, will need replacement	ABM Project	20,000				Building repairs/deferred maintenance
City Wide	Replace general pool vehicles (Code Enforcement/PD Cadets/General use) eligible for AQMD	Capital	One-Time	AQMD	400,000	60,000	60,000		Vehicles have exceeded life span and no longer cost effective to repair
Admin	CHIP Program	M&O	One-Time	HOME Funds	70,000				Implement CC Approved CHIP Program

*Maintenance and Operations (M&O), Infrastructure (I) or Capital (C)

TOTAL OF ALL UNFUNDED NEEDS:	\$4,105,200	\$1,315,000	\$2,310,000	\$172,185,000
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**Explanation of "Eligible Fund Source:"

General Fund: in FY 2020-21 operating budget of respective department

GF Reserves/Water Sales: uses existing reserves and/or proceeds from sale of water system

CARES Related Funding: refers to ANY COVID19 related funding: CDBG, SMART, CARES, etc. that is liimited to coronavirus related purchases

ABM Project: potential to take care of these issues as part of ABM energy upgrade projects

AQMD: funding can be used for low-emissions vehicles (leases/purchases)

HOME: potential to utilize this funding to offset General Fund impact

	FY 20-21	FY 21-22	FY 22-23	No Forecast
General Fund	636,200	348,000	-	15,000
GF Reserves/Water Sale	2,707,000	760,000	2,250,000	171,670,000
CARES Related Funding	257,000	147,000	-	500,000
AQMD	400,000	60,000	60,000	-
ABM Project	35,000	-	-	-
HOME	70,000	-	-	-
	4,105,200	1,315,000	2,310,000	172,185,000

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: **Authorization to enter into an Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of Huntington Park**

DATE: June 10, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of Huntington Park, and;
- 2) Approve a Land Lease Agreement between the City of Montebello and the City of Huntington Park for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;
- 3) Take such additional, related, action that may be desirable

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. In 2003, the Montebello Fire Department joined its system with seven (7) other cities to create a Joint Powers Authority (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This JPA created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

**AUTHORIZATION TO ENTER IN TO AN INTEROPERABLE RADIO SYSTEM
SUBSCRIBER AND LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON
PARK**

Page 2 of 3

Currently the Department's radio infrastructure is proving a wider coverage and better service radio system access to nine (9) cities. It continues the process of expanding to include additional cities into the system and provide a responsive radio communication for police, firefighters, paramedics and other emergency responders in Los Angeles County.

Land Lease Agreement

The Land Lease Agreement refers to the location known as the Prime/Reservoir Radio Site, located at 1343 North Montebello Boulevard, Montebello. The Land Lease Agreement would provide the City of Huntington Park Police Department with radio system access to the Montebello Radio Site the City of Huntington Park Police Department to place a microwave on the tower.

Delegating to the City Manager, or his designee, the authority execute both the: (1) Interoperable Radio System Subscriber Agreement (Attachment A); and, (2) the Land Lease Agreement (Attachment B) proposed herein will expedite the installation of the radio communication system. The agreement will be in the form previously reviewed and approved as to form by the City Attorney's office.

ENVIRONMENTAL

The replacement and improvements to the existing wireless communication facility is considered a "project," per the California Environmental Quality Act ("CEQA") definition of a "project." In accordance with CEQA, the project is Categorically Exempt pursuant to §15301 (a) (Existing Facilities), because Class 1 consists of existing facilities of both investor and publicly-owned utilities used to provide public utility services as well as the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety.

FISCAL IMPACTS

Pending approval by the City Council, it is anticipated that the proposed agreements will collectively generate projected General Fund revenue of Forty Five Thousand dollars (\$45,000) annually through the Five (5) Year Agreement. This amount will be included in the Fiscal Year 2020-21 General Fund budget.

**AUTHORIZATION TO ENTER IN TO AN INTEROPERABLE RADIO SYSTEM
SUBSCRIBER AND LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON
PARK**

Page 3 of 3

SUMMARY

It is being requested that the City Council (1) approve the proposed Interoperable Radio System Subscriber Agreement; (2) approve the proposed Land Lease Agreement with the City of Huntington Park; and (3) authorize the City Manager to take such additional, related action to execute the agreements.

- Attachments:
- 1) Attachment A–Interoperable Radio System Subscriber Agreement – City of Huntington Park
 - 2) Attachment B- Land Lease Agreement – City of Huntington Park

**INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF
HUNTINGTON PARK**

This Interoperable Radio System Subscriber Agreement ("Agreement") is entered into by and between the City of Huntington Park ("Subscriber"), a chartered city located at 6542 Miles Ave, Huntington Park and the City of Montebello ("Member"), a municipal corporation and California general law city located at 1600 West Beverly Boulevard, Montebello, California, 90640. The Subscriber and Member are referred to herein individually as "Party" and jointly as "Parties".

RECITALS

WHEREAS, Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICI") and has built an infrastructure which provides for a wide are interoperable radio network; and

WHEREAS, Member has the technical ability to host additional radio units which may roam on its network; and

WHEREAS, Subscriber owns wireless communications systems and devices, which consist of radios as specified in this Agreement and desires to use the network of Member; and

WHEREAS, Subscriber's Police Department provides policing services for and in the City of Huntington Park, and desires to use the Member radio system for the community.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to allow Subscriber to subscribe to Member's ICI radio network for its beneficial use, primarily for public safety purposes. Subscriber will share radio frequencies with Member.

2.0 TERM

The term of this agreement shall commence on July 01, 2020 ("Subscription Commencement Date"), subject to the Parties' receipt of their respective City Council's approval, and shall continue thereafter until June 30, 2025, unless sooner terminated. Either Party, upon three (3) months prior written notice, may terminate any portion or all of the services agreed to be performed under this Agreement with or without cause. This Agreement may be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the

defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

- 2.1 Amending Terms:** The Parties shall (pursuant to this Section and Section 8.11 below) execute a mutually signed amendment if the Parties wish to change any fees reflected in **Attachment B (“Fee Schedule”)** or change any terms of this Agreement.

3.0 FEES

- 3.1 Initial Year:** The Initial Year of system use by Subscriber begins when Subscriber is fully operational on Member system and continues through the next June 30th. Subsequent years of system use are defined to occur each period from July 1st through June 30th during the term of the Agreement.

- 3.2 Payment of Fees:** In consideration of the materials and services set forth herein, upon execution of this Agreement, Subscriber shall pay an annual fee to Member in the amount specified in **Attachment B**. The Initial Year fee shall be prorated on a monthly basis (rounded up to full months) from the month of the Subscription Commencement Date through June 30th, and shall be paid to Member within sixty (60) days of the Subscription Commencement Date. The Subscription Commencement Date shall be the date when Subscriber has beneficial use of the interoperable radio system. After the Initial Year, Subscriber shall pay Member the annual fee on or before July 1st of each year during the term of this Agreement. Subscriber shall remit payment of the fee within thirty (30) days of being invoiced by Member.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

4.0 DESCRIPTION OF SERVICES

- 4.1 Description of “Talkgroup”:** A talkgroup is an assigned group on a trunked radio system. Unlike a conventional radio which assigns users a certain frequency, a trunk system takes a number of frequencies allocated to the system. Then the control channel coordinates the system so talkgroups can share these frequencies seamlessly. The purpose is to dramatically increase bandwidth. Many radios today treat talk-groups as if they were frequencies, since they behave like such.

- 4.2 Use of Talkgroups:** Member shall provide Subscriber use of up to ten (10) talkgroups on the Member-trunked communications system as referenced in **Attachment A** ("Talkgroups"), as may be amended from time to time.
- 4.3 Restrictions on Use of Talkgroups:** Subscriber shall use only those talkgroups assigned to Subscriber as agreed to in advance. Any use of talkgroups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.
- 4.4 Radio Equipment:** Subscriber is responsible for the acquisition, maintenance and repair of its subscriber radios and console equipment.
- 4.5 System Maintenance:** If Subscriber notices system failures, significant transmission interference, and other system problems that are not due to subscriber radios or console equipment, then Subscriber shall promptly report these issues to Member in accordance with a 24:7 procedure mutually agreed upon by the Member's Fire Chief and Subscriber's Police or Fire Chief. Member will provide restoration or repair to system to the best of its abilities. Member shall make its best effort to provide Subscriber with the same quality of radio system use as the Member's radio system.

5.0 PROJECT MANAGEMENT

Member's Wireless Communications Administrator or his or her designee shall serve as Member's project manager. Subscriber's Radio Communications Manager or his or her designee shall serve as Subscriber's project manager. The project managers shall communicate at least annually regarding the Subscriber's talkgroups' operation and needs. Talkgroups are listed in **Attachment A**. Notwithstanding Section 2.1 above and 8.11 below, the Parties may modify **Attachment A** with a Letter Amendment, which shall be dated, numbered, and signed by Member's Fire Chief to Subscriber's Police or Fire Chief.

6.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will Member, ICI, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages.

7.0 DISCLAIMER

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk.

8.0 GENERAL PROVISIONS

- 8.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto.
- 8.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this agreement in any other capacity, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void.
- 8.3 Compliance with Laws:** Each Party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable.
- 8.4 Force Majeure:** If performance by either Party is prevented because of the occurrence of force majeure, act of God, epidemic, pandemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such Party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension. If such suspension continues for a period of one (1) year, this Agreement shall terminate.
- 8.5 Waiver; Remedies Cumulative:** By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this Agreement.
- 8.6 Mitigation of Damages:** In all situations arising out of the Agreement, the Parties shall attempt to avoid and minimize damages resulting from the conduct of the other Party.
- 8.7 No Waiver:** A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any

subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

- 8.8 Attorney fees:** If any action of law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.10 Authorization:** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective elected and appointed officials, administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.11 Entire Agreement between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.12 Partial Invalidity and Choice of Law:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
- 8.13 Notices:** For the purpose of notifying or contacting the other Party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, addressed as follows:

<u>Member</u> Fernando Pelaez, Fire Chief City of Montebello 600 North Montebello Boulevard Montebello, CA 90640 Tel: (323) 887-4510 Fax: (323) 887-4502 Email: fpelaez@cityofmontebello.com	<u>Subscriber</u> Cosme Lozano, Police Chief City of Huntington Park 6542 Miles Avenue, Huntington Park, CA 90255 Tel: (323) 826-6600 Fax: (323) 826-6680 Email: clozano@hppolice.org
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Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either Party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other Party in writing.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

CITY OF MONTEBELLO

Rene Bobadilla, City Manager

Date

ATTEST:

Irma Bernal-Barajas, City Clerk

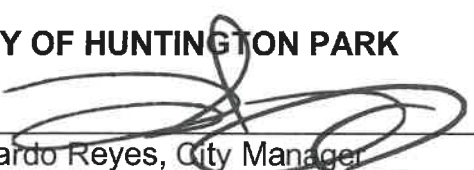
Date

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

Date

CITY OF HUNTINGTON PARK



Ricardo Reyes, City Manager

5/14/20

Date

ATTEST:

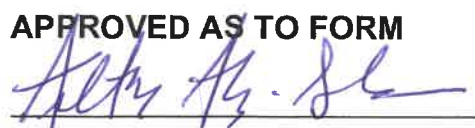


Susan Crum, Acting City Clerk

5-14-20

Date

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman, City Attorney

5-18-2020

Date

ATTACHMENT A

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF HUNTINGTON PARK

TALKGROUPS

Up to ten (10) specific Talkgroups will be identified and programmed for use by the Huntington Park Police Department's subscriber radios. Modifications to Talkgroups and/or their use will be negotiated in good faith between the Parties.

The Member's Fire Chief and Subscriber's Police Chief will administratively determine the Talkgroups that Huntington Park Police Department is authorized to program into its Police Department radios. The Fire Chief and Police Chief may administratively modify the Talkgroups. Any such determination or modification will not require an amendment to this Agreement.

Subscriber radios are handheld, mobile, dispatch consoles two-way radios and associated equipment owned or used by Subscriber, programmed to be compatible with Member's radio system. Pursuant to this Agreement, the Huntington Park Police Department may operate subscriber radios on the Member's radio system, and shall receive a unique radio identification called a Subscriber ID from the Member.

ATTACHMENT B

INTEROPOERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF HUNTINGTON PARK

FEE SCHEDULE

Fees are to be paid in accordance to sections 3.1 through 3.2 of this agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (or portion of year through June 30)	\$25.00 per radio in use per month*
Year 2 (July 1 through June 30)	\$25.00 per radio in use per month
Year 3 (July 1 through June 30)	\$25.00 per radio in use per month
Year 4 (July 1 through June 30)	\$25.00 per radio in use per month
Year 5 (July 1 through June 30)	\$25.00 per radio in use per month

* The initial year fee shall be prorated from the Commencement Date through June 30th of the following year.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

The anticipated total number of radios to become subscribers as of July 01, 2020, is two-hundred (150) portables and mobiles.

CITY OF MONTEBELLO

LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

This Land-Lease Agreement ("Agreement") is made between the CITY OF MONTEBELLO (the "City"), a Municipal corporation on its own behalf, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California, 90640, hereinafter the City being designated as "LESSOR," and the City of El Monte, a Municipal corporation, with its mailing address located at ADDRESS, California, , hereinafter designated "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE a certain designated space on the tower depicted on **Exhibit "A"** ("Premises") attached hereto and incorporated by this reference, situated on real property located at 1343 North Montebello Boulevard, Montebello, California as more specifically described in **Exhibit "B"** ("Property") attached hereto and incorporated by this reference. LESSOR hereby grants LESSEE the lease and a non-exclusive right of way over the Property for ingress and egress, for the sole purpose of the installation and maintenance of the improvements, personal property and facilities more specifically described in **Exhibit "A"** (collectively, the "Communication System"). LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking.

The LESSEE's Communication System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the LESSEE's Communication System at the expiration or termination of this Agreement.

In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain services to the portion of the Property leased to it, the LESSOR hereby agrees to grant, at no cost to the LESSEE, an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain services to the Property leased to it.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "E"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "B."** Cost for such work under this Section 2 shall be borne by the LESSEE.
3. **TERM AND CONSIDERATION.** This Agreement shall be effective as of the date of execution by both Parties ("Commencement Date") and the initial term shall expire on June 30, 2030. In consideration of the term of this Agreement, LESSEE shall pay to LESSOR annual rent in the amount indicated in **Exhibit "D"** ("Rent Schedule") attached hereto and incorporated by this reference. The initial year's rent shall be payable to LESSOR on an annual prorated basis, not to exceed the amount identified in **Exhibit "D"**. After the initial year, the annual use fee shall be paid on or about July 1 of each year during the term of this Agreement.

5. CITY-OWNED EQUIPMENT. LESSOR shall cooperate with LESSEE for the purpose of or ability to place communication equipment (including any necessary accessories) on the tower for the purpose of transmitting public safety communications.
6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the LESSEE's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to unauthorized parties to the LESSEE's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.
7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the

extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. **INSURANCE.** LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. **Exhibit "C"** ("Insurance Requirement") attached hereto and incorporated by this reference, identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein and in Section 7 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of **Exhibit "C."**

LESSOR is self-insured for general liability for the Premises.

9. **TERMINATION.**
- a. For Convenience: Either Party, upon three (3) months' prior written notice, shall have the right to terminate this Agreement with or without cause.
 - b. For Cause: This Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within (7) seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the thirty-day (30-day) period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

10. INTERFERENCE. With the exception of radio equipment for the activities of the LESSOR, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communication System.
12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. The City covenants that it is seized of a fee simple interest in the Property.
14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.
15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California where the Property is located.
16. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the LESSEE without approval or consent of the LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

LESSEE may not mortgage or grant a security interest in this Agreement or the LESSEE's Communication System to any mortgagees or holders of security interests, including their

successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Sections 9 and 17 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: Fernando Pelaez, Fire Chief
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

With a copy to City Attorney:
Attn: Arnold M. Alvarez-Glasman
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746

LESSEE: Attn: Ricardo Reyes City Manager
City of Huntington Park
6542 Miles Avenue
Huntington Park, Ca. 90255

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.
21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.
22. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or

dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.
24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communication System, antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.
25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably

cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

27. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
28. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
29. **CO-LOCATABLE SITE.** LESSEE agrees that the Lessee's Communication System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.
30. **RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS.** If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSOR; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Agreement upon written notice to LESSOR, without penalty or further obligation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

LESSOR - CITY OF MONTEBELLO

LESSEE – CITY OF HUNTINGTON PARK

Rene Bobadilla, City Manager



Ricardo Reyes, City Manager

APPROVED AS TO LEGAL FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

Irma Bernal-Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

ATTEST:



Susan Crum, Acting City Clerk

EXHIBIT A

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

DESCRIPTION OF PREMISES

A radio tower is provided for installation of antennae or microwave.

A wiring raceway for wiring between antennae or microwave and equipment shelter.

A securable equipment shelter provided with environmental controls or heating ventilation and air conditioning (HVAC) equipment, primary power from a utility, a back-up power from a generator or alternative, fuel for the generator, and site security.

Twenty-four (24) a day access for emergency repair in the event of system failure, and/or maintenance.



EXHIBIT B

LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

DESCRIPTION OF PROPERTY

City of Montebello-Fire Department-Prime Radio Site
1343 North Montebello Boulevard
Montebello, CA 90640

EXHIBIT C

LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Land-Lease Agreement ("Agreement"), liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or lessees shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE under this agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity,

including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise City of any litigation that may affect these insurance policies.

EXHIBIT D

LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

RENT SCHEDULE

Rent is to be paid in accordance to Sections 3 and 4 of this Agreement.

<u>Initial Term</u>	<u>Rent Amount</u>
Initial year, or proration of year, through June 30*	\$1.00
Year 2 (July 1 through June 30)	\$1.00
Year 3 (July 1 through June 30)	\$1.00
Year 4 (July 1 through June 30)	\$1.00
Year 5 (July 1 through June 30)	\$1.00
Year 6 (July 1 through June 30)	\$1.00
Year 7 (July 1 through June 30)	\$1.00
Year 8 (July 1 through June 30)	\$1.00
Year 9 (July 1 through June 30)	\$1.00
Year 10 (July 1 through June 30)	\$1.00

*The initial year rent shall be prorated from the date Lessee first has beneficial use of the interoperable radio system through June 30th of the following year.

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: **Authorization to enter into an Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of South Gate**

DATE: June 10, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Interoperable Radio System Subscriber Agreement and Land Lease Agreement with the City of South Gate, and;
- 2) Approve a Land Lease Agreement between the City of Montebello and the City of South Gate for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;
- 3) Take such additional, related, action that may be desirable

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. In 2003, the Montebello Fire Department joined its system with seven (7) other cities to create a Joint Powers Authority (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This JPA created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

**AUTHORIZATION TO ENTER IN TO AN INTEROPERABLE RADIO SYSTEM
SUBSCRIBER AND LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE**

Page 2 of 3

Currently the department's radio infrastructure is proving a wider coverage and better service radio system access to nine (9) cities. It continues the process of expanding to include additional cities into the system and provide a responsive radio communication for police, firefighters, paramedics and other emergency responders in Los Angeles County.

Land Lease Agreement

The Land Lease Agreement refers to the location known as the Prime/Reservoir Radio Site, located at 1343 North Montebello Boulevard, Montebello. The Land Lease Agreement would provide the City of South Gate Police Department with radio system access to the Montebello Radio Site the City of South Gate Police Department to place a microwave on the tower.

Delegating to the City Manager, or his designee, the authority executes both the: (1) Interoperable Radio System Subscriber Agreement (Attachment A); and, (2) the Land Lease Agreement (Attachment B) proposed herein will expedite the installation of the radio communication system. The agreement will be in the form previously reviewed and approved as to form by the City Attorney's office.

ENVIRONMENTAL

The replacement and improvements to the existing wireless communication facility is considered a "project," per the California Environmental Quality Act ("CEQA") definition of a "project." In accordance with CEQA, the project is Categorically Exempt pursuant to §15301 (a) (Existing Facilities), because Class 1 consists of existing facilities of both investor and publicly-owned utilities used to provide public utility services as well as the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety.

FISCAL IMPACTS

Pending approval by the City Council, it is anticipated that the proposed agreements will collectively generate projected General Fund revenue of Fifty Eight Thousand and Five Hundred dollars (\$58,500) annually through the Five (5) Year Agreement. This amount will be included in the Fiscal Year 2020-21 General Fund budget.

SUMMARY

**AUTHORIZATION TO ENTER IN TO AN INTEROPERABLE RADIO SYSTEM
SUBSCRIBER AND LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE**

Page 3 of 3

It is being requested that the City Council (1) approve the proposed Interoperable Radio System Subscriber Agreement; (2) approve the proposed Land Lease Agreement with the City of South Gate; and (3) authorize the City Manager to take such additional, related action to execute the agreements.

Attachments:

- 1) Attachment A–Interoperable Radio System Subscriber Agreement – City of South Gate
- 2) Attachment B- Land Lease Agreement – City of South Gate

**INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE**

This Interoperable Radio System Subscriber Agreement ("Agreement") is entered into by and between the City of South Gate ("Subscriber"), a chartered city located at 8620 California Avenue, South Gate, California, 90280, and the City of Montebello ("Member"), a municipal corporation and California general law city located at 1600 West Beverly Boulevard, Montebello, California, 90640. The Subscriber and Member are referred to herein individually as "Party" and jointly as "Parties".

RECITALS

WHEREAS, Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICI") and has built an infrastructure which provides for a wide area interoperable radio network; and

WHEREAS, Member has the technical ability to host additional radio units which may roam on its network; and

WHEREAS, Subscriber owns wireless communications systems and devices, which consist of radios as specified in this Agreement and desires to use the network of Member; and

WHEREAS, Subscriber's Police Department provides policing services for and in the City of South Gate, and desires to use the Member radio system for the community.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to allow Subscriber to subscribe to Member's ICI radio network for its beneficial use, primarily for public safety purposes. Subscriber will share radio frequencies with Member.

2.0 TERM

The term of this agreement shall commence on March 01, 2021 ("Subscription Commencement Date"), subject to the Parties' receipt of their respective City Council's approval, and shall continue thereafter until June 30, 2026, unless sooner terminated. Either Party, upon three (3) months prior written notice, may terminate any portion or all of the services agreed to be performed under this Agreement with or without cause. This Agreement may be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the

defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

- 2.1 Amending Terms:** The Parties shall (pursuant to this Section and Section 8.11 below) execute a mutually signed amendment if the Parties wish to change any fees reflected in **Attachment B ("Fee Schedule")** or change any terms of this Agreement.

3.0 FEES

- 3.1 Initial Year:** The Initial Year of system use by Subscriber begins when Subscriber is fully operational on Member system and continues through the next June 30th. Subsequent years of system use are defined to occur each period from July 1st through June 30th during the term of the Agreement.

- 3.2 Payment of Fees:** In consideration of the materials and services set forth herein, upon execution of this Agreement, Subscriber shall pay an annual fee to Member in the amount specified in **Attachment B**. The Initial Year fee shall be prorated on a monthly basis (rounded up to full months) from the month of the Subscription Commencement Date through June 30th, and shall be paid to Member within sixty (60) days of the Subscription Commencement Date. The Subscription Commencement Date shall be the date when Subscriber has beneficial use of the interoperable radio system. After the Initial Year, Subscriber shall pay Member the annual fee on or before July 1st of each year during the term of this Agreement. Subscriber shall remit payment of the fee within thirty (30) days of being invoiced by Member.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

4.0 DESCRIPTION OF SERVICES

- 4.1 Description of "Talkgroup":** A talkgroup is an assigned group on a trunked radio system. Unlike a conventional radio which assigns users a certain frequency, a trunk system takes a number of frequencies allocated to the system. Then the control channel coordinates the system so talkgroups can share these frequencies seamlessly. The purpose is to dramatically increase bandwidth. Many radios today treat talk-groups as if they were frequencies, since they behave like such.

- 4.2 Use of Talkgroups:** Member shall provide Subscriber use of up to ten (10) talkgroups on the Member-trunked communications system as referenced in **Attachment A** ("Talkgroups"), as may be amended from time to time.
- 4.3 Restrictions on Use of Talkgroups:** Subscriber shall use only those talkgroups assigned to Subscriber as agreed to in advance. Any use of talkgroups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.
- 4.4 Radio Equipment:** Subscriber is responsible for the acquisition, maintenance and repair of its subscriber radios and console equipment.
- 4.5 System Maintenance:** If Subscriber notices system failures, significant transmission interference, and other system problems that are not due to subscriber radios or console equipment, then Subscriber shall promptly report these issues to Member in accordance with a 24:7 procedure mutually agreed upon by the Member's Fire Chief and Subscriber's Police or Fire Chief. Member will provide restoration or repair to system to the best of its abilities. Member shall make its best effort to provide Subscriber with the same quality of radio system use as the Member's radio system.

5.0 PROJECT MANAGEMENT

Member's Wireless Communications Administrator or his or her designee shall serve as Member's project manager. Subscriber's Radio Communications Manager or his or her designee shall serve as Subscriber's project manager. The project managers shall communicate at least annually regarding the Subscriber's talkgroups' operation and needs. Talkgroups are listed in **Attachment A**. Notwithstanding Section 2.1 above and 8.11 below, the Parties may modify **Attachment A** with a Letter Amendment, which shall be dated, numbered, and signed by Member's Fire Chief to Subscriber's Police or Fire Chief.

6.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will Member, ICI, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages.

7.0 DISCLAIMER

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk.

8.0 GENERAL PROVISIONS

- 8.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto.
- 8.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this agreement in any other capacity, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void.
- 8.3 Compliance with Laws:** Each Party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable.
- 8.4 Force Majeure:** If performance by either Party is prevented because of the occurrence of force majeure, act of God, epidemic, pandemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such Party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension. If such suspension continues for a period of one (1) year, this Agreement shall terminate.
- 8.5 Waiver; Remedies Cumulative:** By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this Agreement.
- 8.6 Mitigation of Damages:** In all situations arising out of the Agreement, the Parties shall attempt to avoid and minimize damages resulting from the conduct of the other Party.
- 8.7 No Waiver:** A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any

subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

- 8.8 Attorney fees:** If any action of law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.10 Authorization:** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective elected and appointed officials, administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.11 Entire Agreement between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.12 Partial Invalidity and Choice of Law:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
- 8.13 Notices:** For the purpose of notifying or contacting the other Party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, addressed as follows:

<u>Member</u>	<u>Subscriber</u>
Kurt Johnson, Assistant Fire Chief City of Montebello 600 North Montebello Boulevard Montebello, CA 90640 Tel: (323) 887-4510 Fax: (323) 887-4502 Email:kjohnson@cityofmontebello.com	Randall Davis, Police Chief City of South Gate 8620 California Avenue South Gate, CA 90280 Tel: (323) 563-5400 Ext. 455 Fax: Email: rdavis@sogate.org

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either Party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other Party in writing.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

CITY OF MONTEBELLO:

Rene Bobadilla, City Manager

Date

ATTEST:

Irma Bernal-Barajas, City Clerk

Date

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Date

CITY OF SOUTH GATE:

Maria Davila, Mayor

Date

ATTEST:

Carmen Avalos, South Gate City Clerk

Date

APPROVED AS TO FORM:

Raul F. Salinas, Attorney for South Gate

Date

ATTACHMENT A

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE

TALKGROUPS

Up to ten (10) specific Talkgroups will be identified and programmed for use by the South Gate Police Department's subscriber radios. Modifications to Talkgroups and/or their use will be negotiated in good faith between the Parties.

The Member's Fire Chief and Subscriber's Police Chief will administratively determine the Talkgroups that South Gate Police Department is authorized to program into its Police Department radios. The Fire Chief and Police Chief may administratively modify the Talkgroups. Any such determination or modification will not require an amendment to this Agreement.

Subscriber radios are handheld, mobile, dispatch consoles two-way radios and associated equipment owned or used by Subscriber, programmed to be compatible with Member's radio system. Pursuant to this Agreement, the South Gate Police Department may operate subscriber radios on the Member's radio system, and shall receive a unique radio identification called a Subscriber ID from the Member.

ATTACHMENT B

INTEROPOERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE

FEE SCHEDULE

Fees are to be paid in accordance to sections 3.1 through 3.2 of this agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (or portion of year through June 30)	\$25.00 per radio in use per month*
Year 2 (July 1 through June 30)	\$25.00 per radio in use per month
Year 3 (July 1 through June 30)	\$25.00 per radio in use per month
Year 4 (July 1 through June 30)	\$25.00 per radio in use per month
Year 5 (July 1 through June 30)	\$25.00 per radio in use per month

* The initial year fee shall be prorated from the Commencement Date through June 30th of the following year.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

The anticipated total number of radios to become subscribers as of March 01, 2021, is one hundred ninety-five (195) portables and mobiles.

CITY OF MONTEBELLO

LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

This Land-Lease Agreement ("Agreement") is made between the CITY OF MONTEBELLO (the "City"), a Municipal corporation on its own behalf, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California, 90640, hereinafter the City being designated as "LESSOR," and the City of South Gate, a Municipal corporation, with its mailing address located at 8620 California Avenue, South Gate, California, 90280, hereinafter designated "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE a certain designated space on the tower depicted on **Exhibit "A"** ("Premises") attached hereto and incorporated by this reference, situated on real property located at 1343 North Montebello Boulevard, Montebello, California as more specifically described in **Exhibit "B"** ("Property") attached hereto and incorporated by this reference. LESSOR hereby grants LESSEE the lease and a non-exclusive right of way over the Property for ingress and egress, for the sole purpose of the installation and maintenance of the improvements, personal property and facilities more specifically described in **Exhibit "A"** (collectively, the "Communication System"). LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking.

The LESSEE's Communication System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the LESSEE's Communication System at the expiration or termination of this Agreement.

In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain services to the portion of the Property leased to it, the LESSOR hereby agrees to grant, at no cost to the LESSEE, an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain services to the Property leased to it.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "E"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "B."** Cost for such work under this Section 2 shall be borne by the LESSEE.
3. **TERM AND CONSIDERATION.** This Agreement shall be effective as of the date of execution by both Parties ("Commencement Date") and the initial term shall expire on June 30, 2030. In consideration of the term of this Agreement, LESSEE shall pay to LESSOR annual rent in the amount indicated in **Exhibit "D"** ("Rent

Schedule") attached hereto and incorporated by this reference. The initial year's rent shall be payable to LESSOR on an annual prorated basis, not to exceed the amount identified in **Exhibit "D"**. After the initial year, the annual use fee shall be paid on or about July 1st of each year during the term of this Agreement.

5. CITY-OWNED EQUIPMENT. LESSOR shall cooperate with LESSEE for the purpose of or ability to place communication equipment (including any necessary accessories) on the tower for the purpose of transmitting public safety communications.
6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the LESSEE's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to unauthorized parties to the LESSEE's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.
7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing

by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. **Exhibit "C"** ("Insurance Requirement") attached hereto and incorporated by this reference, identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein and in Section 7 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of **Exhibit "C."**

LESSOR is self-insured for general liability for the Premises.

9. TERMINATION.

- a. For Convenience: Either Party, upon three (3) months' prior written notice, shall have the right to terminate this Agreement with or without cause.
 - b. For Cause: This Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within (7) seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the thirty-day (30-day) period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.
10. INTERFERENCE. With the exception of radio equipment for the activities of the LESSOR, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communication System.
12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. The City covenants that it is seized of a fee simple interest in the Property.
14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining

provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California where the Property is located.
16. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the LESSEE without approval or consent of the LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

LESSEE may not mortgage or grant a security interest in this Agreement or the LESSEE's Communication System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Sections 9 and 17 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: Kurt Johnson, Assistant Fire Chief
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

With a copy to City Attorney:
Attn: Arnold M. Alvarez-Glasman
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746

LESSEE: Attn: Randall Davis, Police Chief
City of South Gate
8620 California Avenue
South Gate, California, 90280

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.
19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.
22. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).
23. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.

24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communication System, antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.
25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.
27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
29. CO-LOCATABLE SITE. LESSEE agrees that the Lessee's Communication System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.

30. RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS. If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSOR; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Agreement upon written notice to LESSOR, without penalty or further obligation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

LESSOR - CITY OF MONTEBELLO

LESSEE - CITY OF SOUTH GATE



Rene Bobadilla, City Manager

Maria Davila, Mayor

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Raul F. Salinas, Attorney for South Gate

ATTEST:

ATTEST:

Irma Bernal-Barajas, City Clerk

Carmen Avalos, City Clerk

EXHIBIT A

LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

DESCRIPTION OF PREMISES

A radio tower is provided for installation of antennae or microwave.

A wiring raceway for wiring between antennae or microwave and equipment shelter.

A securable equipment shelter provided with environmental controls or heating ventilation and air conditioning (HVAC) equipment, primary power from a utility, a back-up power from a generator or alternative, fuel for the generator, and site security.

Twenty-four (24) a day access for emergency repair in the event of system failure, and/or maintenance.



EXHIBIT B

LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

DESCRIPTION OF PROPERTY

City of Montebello-Fire Department-Prime Radio Site
1343 North Montebello Boulevard
Montebello, CA 90640

EXHIBIT C

LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Land-Lease Agreement ("Agreement"), liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or lessees shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE

under this agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise City of any litigation that may affect these insurance policies.

EXHIBIT D

LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

RENT SCHEDULE

Rent is to be paid in accordance to Sections 3 and 4 of this Agreement.

<u>Initial Term</u>	<u>Rent Amount</u>
Initial year, or proration of year, through June 30*	\$1.00
Year 2 (July 1 through June 30)	\$1.00
Year 3 (July 1 through June 30)	\$1.00
Year 4 (July 1 through June 30)	\$1.00
Year 5 (July 1 through June 30)	\$1.00
Year 6 (July 1 through June 30)	\$1.00
Year 7 (July 1 through June 30)	\$1.00
Year 8 (July 1 through June 30)	\$1.00
Year 9 (July 1 through June 30)	\$1.00
Year 10 (July 1 through June 30)	\$1.00

*The initial year rent shall be prorated from the date Lessee first has beneficial use of the interoperable radio system through June 30th of the following year.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager
Irma Barajas, City Clerk

**SUBJECT: ADOPTION OF RESOLUTIONS FOR THE CONDUCT OF THE
GENERAL MUNICIPAL ELECTION – NOVEMBER 3, 2020**

DATE: June 10, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Approve a Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;
2. Approve a Resolution requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2020;
3. Approve a Resolution requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code;
4. Approve a Resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2020; and
5. Approve a Resolution providing for a procedure for determining by lot a tie among candidates at the November 3, 2020 General Municipal Election in accordance with Elections Code Section 15651.

BACKGROUND / ANALYSIS

On Tuesday, November 3, 2020, a General Municipal Election is scheduled to be held for two (2) seats on the Montebello City Council. The seats are currently held by Councilmember Jack Hadjinian and Councilmember David Torres. In addition, there will be an election for the offices of City Treasurer and City Clerk. Those persons elected to each office will serve a four (4) year term expiring in November 2024.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 10, 2020

APPROVE THE ISSUANCE OF REVENUE BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CA GOVERNMENT CODE SECTION 6586.5

PAGE 2 OF 3

State law suggests Monday, July 6, 2020 as the last day on which to approve resolutions related to the November 3, 2020 election. Presented for City Council review and approval are a series of resolutions which will have the effect of calling the election, requesting election related services with the Los Angeles County Registrar-Recorder County Clerk Elections Division, setting forth regulations for candidates' statements, and providing a procedure for determining by lot a tie among candidates at the November 3, 2020 General Municipal Election pursuant to § 15651 of the Elections Code.

Pursuant to the Federal Voting Rights Act, Los Angeles County is required to make voting material available in English, Spanish, Japanese, Chinese, Korean, Tagalog and Vietnamese. Materials in each of these required languages will be made available upon request. In addition, the sample ballot will contain instruction on how voting information in the required languages can be obtained via telephone at no cost to the voter. The demographics of Montebello also require that the Voter's Pamphlet be translated and printed in Spanish as well as English.

If a candidate chooses to have a Candidate's Statement in the sample ballot, the candidate will be required to pay for printing of the statement in English and have the option of printing the Candidate Statement in any other language. There will be a separate charge for the translation and printing.

FISCAL IMPACT

The estimated cost of this General Municipal Election is uncertain. The proposed budget for the Election is \$150,000. Due to circumstances surrounding COVID-19, the Los Angeles County Registrar-Recorder/County Clerk's (RR/CC) office is forecasting an all-mail ballot which may increase or decrease the cost of the election. City Clerk Staff will work closely with the County Registrar-Recorder to properly account for all municipal election results.

SUMMARY

With approval of the items presented with this agenda report, Election Code requirements will be satisfied. Pursuant to the schedule of election events prepared by the County Elections Department, the candidate filing period will open Monday, July 13, 2020, and will close Friday, August 7, 2020, at 5:00 p.m. If an incumbent fails to file by Friday, August 7, 2020, the filing period will be extended to Wednesday, August 12, 2020 at 5:00 p.m. The Secretary of State's office will conduct the randomized alphabet

ITEM #17

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 10, 2020

APPROVE THE ISSUANCE OF REVENUE BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CA GOVERNMENT CODE SECTION 6586.5

PAGE 3 OF 3

drawing on Thursday, August 13, 2020 to determine the order of names on the City's ballot.

ATTACHMENTS

Five Election Resolutions

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES' FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates' statement:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS: That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montebello November 3, 2020, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish.
- B. The County will print and mail sample ballots and candidates' statements to all voters in Spanish. The County will make the sample ballots and candidates' statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates' statements into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates' statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual costs. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional material in the sample ballot package.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative with a copy of this resolution at the time nominating petitions are issued.

RESOLUTION NO. _____

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SECTION 6. That all previous resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 7. That this resolution shall apply only to the election to be held on November 3, 2020 and shall then be repealed.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on Tuesday, November 3, 2020, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Montebello, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing two (2) Members of the City Council, the offices of City Treasurer and City Clerk for a four year term which is said to expire November 2024.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls shall be closed pursuant to Election Code §10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

RESOLUTION NO. _____

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SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, WITH OTHER LOS ANGELES COUNTY AND STATE OF CALIFORNIA ELECTIONS TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Montebello, California, called a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of the election of three (3) Members of the City Council, and

WHEREAS, it is desirable that the General Municipal Election be consolidated with other Los Angeles County and State of California elections to be held on the same date and that within the City the precincts, polling places and election officers of the elections be the same, and that County Elections Department of the County of Los Angeles canvass the returns of the General Municipal Election and that the Election be held in all respects as if there were only one Election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election other Los Angeles County and State of California elections be held on Tuesday, November 3, 2020, for the purpose of the election of two (2) Members of the City Council and the offices of City Treasurer and City Clerk.

SECTION 2. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Montebello, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

RESOLUTION NO. _____

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SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651

WHEREAS, § 15651 of the Elections Code of the State of California authorizes the City Council to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal and the highest number of votes ("tie votes") for an office to be voted upon in a city;

WHEREAS, § 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

- a) **By Lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code § 320, or his or her designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).
- b) **By Special Election:** The legislative body may resolve a tie vote by the conduct of a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of § 15651 (b) of the Elections Code prior to the conduct of the election resulting in the tie vote. All future elections conducted by that body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council desires that any tie vote resulting from the November 3, 2020 General Municipal Election be resolved by lot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at election.

SECTION 2. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss,

RESOLUTION NO. _____

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generation of random number, or drawing of names. In the interest of maintaining decorum, fairness and transparency, the method implemented for resolving tie votes in the November 3, 2020 General Municipal Election shall be the drawing of names, in accordance with the following procedure:

The City Clerk shall type the name of each candidate who has tied for office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable. The City Clerk, or his or her designee, shall then draw from the container as many pieces of paper as there are seats on the City Council to be filled by the candidates who have tied. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

SECTION 3. That this resolution shall apply only to the election to be held on Tuesday, November 3, 2020, and shall be repealed upon the City Council's declaration of election results.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER FULL SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, a General Municipal Election is to be held in the City of Montebello, California, (the "City") on Tuesday, November 3, 2020;

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Montebello.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Elections Department to provide full election services.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Elections Department, each a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2020

Salvador Melendez, Mayor

RESOLUTION NO. _____
Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



City of Montebello

Register of Demands No. 1492

From Payment Date: 5/21/20 - To Payment Date: 6/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
589023	05/21/2020	\$106,925.00	COVID-19 BUS ROUTE SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
589024	05/21/2020	\$22,890.00	ANTI-BACTERIAL MACHINE & SOLUTION	2905	ZUTRA WATER
589025	05/26/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589026	05/26/2020	\$1,088.41	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589027	05/26/2020	\$930.28	UTILITY SERVICES	39550	AT&T
589028	05/26/2020	\$1,903.74	UTILITY SERVICES	39550	AT&T
589029	05/26/2020	\$205.07	MEDICAL SUPPLIES	159	BOUND TREE MEDICAL, LLC.
589030	05/26/2020	\$55.49	FIRE EXTINGUISHER MAINTENANCE	438	CODE RED FIRE, INC.
589031	05/26/2020	\$512.05	FIRE DEPT BADGES	3560	ENTENMANN-ROVIN CO.
589032	05/26/2020	\$339.07	UNIFORM EXPENSE	908	FIRE FIGHTERS SAFETY INC.
589033	05/26/2020	\$999.62	SUPPLIES	1961	HARRINGTON INDUSTRIAL PLASTICS LLC.
589034	05/26/2020	\$37.06	UTILITY SERVICES	36610	CITY OF PICO RIVERA
589035	05/26/2020	\$34.05	UTILITY SERVICES	100	PICO WATER DISTRICT
589036	05/26/2020	\$72,059.47	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589037	05/26/2020	\$1,250.00	COVID-19 SUPPLIES	33960	DAVID SOSNOWSKI
589038	05/26/2020	\$864.24	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589039	05/26/2020	\$5,271.00	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589040	05/26/2020	\$1,400.00	ANNUAL PERMIT FEE	13330	STATE WATER RESOURCES CONTROL BOARD
589041	05/26/2020	\$739.55	TELEPHONE SERVICE	72570	U.S. TELEPACIFIC CORP
589042	05/26/2020	\$1,165.00	ENVIRONMENTAL SERVICES	2786	UL VERIFICATION SERVICES INC.
589043	05/26/2020	\$565.02	COVID-19 SUPPLIES	1084	BEATRIZ VASQUEZ
589044	05/26/2020	\$438.42	COVID-19 SENIOR MEALS	395	MARIA TERESA VASQUEZ
589045	05/26/2020	\$871.20	MEDICAL SERVICES	73370	ADJ CORPORATION
589046	05/26/2020	\$6,000.00	INFORMATION & STATISTICS	2816	ZENCITY TECHNOLOGIES US INC.
589047	05/28/2020	\$5,333.66	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
589048	05/28/2020	\$342.00	CONTRACT SERVICES	2381	ACADEMY LOCKSMITH, INC.



City of Montebello

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From Payment Date: 5/21/20 - To Payment Date: 6/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589049	05/28/2020	\$5,625.75	TAYLOR RANCH-GREENSPACE SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589050	05/28/2020	\$510.40	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589051	05/28/2020	\$644.74	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
589052	05/28/2020	\$16,308.40	WATER PURCHASE/METER CHARGES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
589053	05/28/2020	\$1,256.22	POOL CHEMICALS	2455	COMMERCIAL AQUATIC SERVICES
589054	05/28/2020	\$808.13	MOWER RENTAL	2909	JRS WESTCOAST GOLF CARTS AND TURF EQUIPMENT INC
589055	05/28/2020	\$480.00	LEGAL SERVICES	16760	LIEBERT CASSIDY WHITMORE
589056	05/28/2020	\$4,595.00	WASTE REDUCTION AND RECYCLING	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
589057	05/28/2020	\$1,249.61	PETTY CASH	790	CITY OF MONTEBELLO PETTY CASH
589058	05/28/2020	\$1,205.00	PLUMBING SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER PLUMBING
589059	05/28/2020	\$1,423.08	STREET SWEEPING/FUEL ADJUSTMENT	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589060	05/28/2020	\$918.13	BUS PARTS	60710	THE AFTERMARKET PARTS COMPANY, LLC/NEW FLYER PARTS
589061	05/28/2020	\$77.90	MONTHLY WATER	1120	NESTLE WATERS NORTH AMERICA/READY REFRESH
589062	05/28/2020	\$206.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589063	05/28/2020	\$1,611,717.45	MTB BIKE LANE IMPROVEMENT	20770	SEQUEL CONTRACTORS. INC.
589064	05/28/2020	\$101.88	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589065	06/02/2020	\$1,664.85	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
589066	06/02/2020	\$3,097.00	EAST CONFERENCE ROOM CARPET	2678	CARPET ONE FLOOR & HOME
589067	06/02/2020	\$70.00	REFUND	2899	DIANA GALLEGGO
589068	06/02/2020	\$95.00	REFUND	2902	CRYSTAL GARCIA
589069	06/02/2020	\$456.00	REFUND	2900	NANKA KENJINKAI KYOGIKAI
589070	06/02/2020	\$706.66	FOUNTAIN PUMP	14950	LINCOLN EQUIPMENT, INC./LINCOLN AQUATICS
589071	06/02/2020	\$151.00	REFUND	2903	CARLOS MARTINEZ
589072	06/02/2020	\$47.33	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589073	06/02/2020	\$80.00	REFUND	2901	ANNABELL RUBIO
589074	06/02/2020	\$449.46	REFUND	2904	TAFOYA ROOFING
589075	06/02/2020	\$375.00	CANNABIS PRO SERVICES	65440	TIERRA WEST ADVISORS



City of Montebello

Register of Demands No. 1492

From Payment Date: 5/21/20 - To Payment Date: 6/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589076	06/02/2020	\$22.82	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
589077	06/02/2020	\$3,203.75	TESTING MATERIALS	18840	COOPERATIVE PERSONNEL SERVICES
589078	06/02/2020	\$765.68	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589079	06/02/2020	\$765.68	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589080	06/02/2020	\$765.68	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589081	06/02/2020	\$1,048.47	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589082	06/02/2020	\$474.80	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589083	06/02/2020	\$5,709.73	MEDICAL SUPPLIES	26670	LIFE-ASSIST, INC.
589084	06/02/2020	\$84,444.63	VOID-TO BE RE-ISSUED	20390	ARA SEVACHERIAN
589084	06/02/2020	(\$84,445.63)	VOID-TO BE RE-ISSUED	20390	ARA SEVACHERIAN
589085	06/02/2020	\$10,228.64	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589086	06/02/2020	\$12,482.31	GENERAL MAINTENANCE-FIRE	47770	DUTHIE ELECTRIC SERVICE CORPORATION
589087	06/02/2020	\$10,800.00	CONTRACT SERVICES	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE CLEANING
589088	06/02/2020	\$44,750.01	MONTEBELLO RADIOS-FIRE	807	FOOTHILL COMMUNICATIONS, LLC
589089	06/02/2020	\$15,039.58	CITYWIDE RADIO SYSTEMS MAINTENANCE	23460	MOTOROLA SOLUTIONS, INC.
589090	06/02/2020	\$156,204.76	VEHICLE MAINTENANCE	2191	PERFORMANCE TRUCK REPAIR INC.
589091	06/02/2020	\$50,683.85	MACHINERY & EQUIPMENTS	2863	STRYKER SALES CORPORATION
589092	06/03/2020	\$35.00	REFUND	2384	ANABEL CASTORENA
589093	06/03/2020	\$40.00	CARPOOL INCENTIVE	2322	GIOVANNA CISNEROS
589094	06/03/2020	\$35.00	REFUND	2604	FELIPE CORONADO
589095	06/03/2020	\$60.00	REFUND	2642	TERESA CRUZ
589096	06/03/2020	\$8.00	REFUND	2164	SANTRATH GOWING
589097	06/03/2020	\$134.33	REFUND	28400	LILLIAN GUZMAN
589098	06/03/2020	\$60.00	REFUND	2415	MEDARDA HERNANDEZ
589099	06/03/2020	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
589100	06/03/2020	\$200.00	TRAVEL & MEETINGS	2317	ANGIE JIMENEZ
589101	06/03/2020	\$35.00	REFUND	2472	SAMANTHA MACIEL



City of Montebello

Register of Demands No. 1492

From Payment Date: 5/21/20 - To Payment Date: 6/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589102	06/03/2020	\$70.00	REFUND	2567	LAWRENCE MESA
589103	06/03/2020	\$250.00	REFUND	67	MONTEBELLO FOOTBALL ASSOCIATION
589104	06/03/2020	\$500.00	TRAINING	76200	PUBLIC SAFETY ALLIANCE, LLC
589105	06/03/2020	\$40.00	CARPOOL INCENTIVE	4390	CELIA QUEZADA
589106	06/03/2020	\$60.00	REFUND	2605	STEFANIE ROJAS
589107	06/03/2020	\$300.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD/YOUNGBLOOD ASSOCIATES
589108	06/03/2020	\$40.00	CARPOOL INCENTIVE	75930	DELFINO RANGEL ZARAGOZA
589109	06/03/2020	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
589110	06/03/2020	\$330.00	LANDSCAPE MAINTENANCE	11820	ADCO SERVICES, INC.
589111	06/03/2020	\$66.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES
589112	06/03/2020	\$1,476.48	LANDSCAPE MAINTENANCE	1237	AZTECA LANDSCAPE
589113	06/03/2020	\$16,617.90	CONTRACT SERVICES	52070	THOMAS CAMACHO
589114	06/03/2020	\$4,167.00	PROFESSIONAL CONSULTANT	21260	FLAIR DATA SERVICES, INC.
589115	06/03/2020	\$514.31	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC./HARDY AUTO PARTS
589116	06/03/2020	\$16,006.00	COIER REPAIR/SERVICES	2793	IBE DIGITAL
589117	06/03/2020	\$626.61	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
589118	06/03/2020	\$140.00	REFUND	2912	CHRISTIE KAWADA
589119	06/03/2020	\$70.00	REFUND	2914	ALMA ROSA LUNA
589120	06/03/2020	\$2,142.00	LANDSCAPE MAINTENANCE	2144	MARIPOSA LANDSCAPES, INC.
589121	06/03/2020	\$47.33	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589122	06/03/2020	\$159.05	VEHICLE MAINTENANCE/EXPENSES	57780	MONARCH BEARING CO., INC.
589123	06/03/2020	\$176.46	JANITORIAL SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
589124	06/03/2020	\$314.57	JANITORIAL SUPPLIES	1925	CENTRAL SANITARY SUPPLY/RANCHO JANITORIAL
589125	06/03/2020	\$9,445.66	GOLF PRO SERVICES	2787	S & S LABARGE GOLF INCORPORATED
589126	06/03/2020	\$140.00	REFUND	2913	FLORENCIO SANCHEZ
589127	06/03/2020	\$14,092.65	VEHICLE MAINTENANCE/EXPENSES	298	SARDO BUS COACH UPHOLSTERY
589128	06/03/2020	\$1,039.06	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP.



City of Montebello

Register of Demands No. 1492

From Payment Date: 5/21/20 - To Payment Date: 6/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589129	06/03/2020	\$292.64	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY, LLC
589130	06/03/2020	\$3,450.83	CONTRACT SERVICES	20070	UC REGENTS
589131	06/03/2020	\$325.38	SUPPLIES	59290	UNIVAR USA INC.
589132	06/03/2020	\$5,174.97	JANITORIAL SUPPLIES	67320	WINZER CORPORATION
589133	06/03/2020	\$15,683.76	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS, INC.
589134	06/03/2020	\$3,613.26	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589135	06/03/2020	\$741.92	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589136	06/03/2020	\$7,069.78	STAFF UNIFORMS	62880	AMERICAN EMBLEMATIC, LLC
589137	06/03/2020	\$16,617.90	CONTRACT SERVICES	52070	THOMAS CAMACHO
589138	06/03/2020	\$15,663.24	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
589139	06/03/2020	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
589140	06/03/2020	\$505.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589141	06/03/2020	\$2,550.00	PEST CONTROL	2019	DEWEY SERVICES INCORPORATED
589142	06/03/2020	\$1,013.15	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
589143	06/03/2020	\$6,000.00	PROFESSIONAL CONSULTANT	2784	PHILLIP GALLEGOS
589144	06/03/2020	\$2,693.71	PLUMBING SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
589145	06/03/2020	\$415.16	JANITORIAL SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
589146	06/03/2020	\$351.51	GOLF COURSE MAINTENANCE SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
589147	06/03/2020	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
589148	06/03/2020	\$1,000.00	CONTRACT SERVICES	2898	TATUM HILL CONSTRUCTION/SINAI CONSTRUCTION
589149	06/03/2020	\$2,000.00	TRAINING	2721	MARIO SOTO
589150	06/03/2020	\$1,091.71	VEHICLE MAINTENANCE/EXPENSES	1963	SUEZ WTS SERVICES USA, INC.
589151	06/03/2020	\$600.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC./THE BUS
589152	06/03/2020	\$1,909.04	VEHICLE MAINTENANCE	47600	VORTEX INDUSTRIES
Total		<u>\$2,380,324.98</u>			

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1492, consisting of 5 pages, and
including**

Warrant No. 589023 through 589152;

**On file in the office of the City Clerk, the same having been audited and
approved by the Controller 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 adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 10th DAY OF JUNE, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk