

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, OCTOBER 28, 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 October 28, 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, October 28, 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. 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.

5. INVOCATION

PLEDGE OF ALLEGIANCE

6. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

7. CORRECTIONS TO THE AGENDA – CITY MANAGER

8. 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.

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

- 10. 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 No. 11 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.

REGULAR BUSINESS

11. FISCAL YEAR 2020-21 FIRST QUARTER BUDGET UPDATE AND SALARY RESOLUTION/TABLE OF ORGANIZATION UPDATE

RECOMMENDED ACTION: It is recommended that the City Council:

1. Approve amendment of the Compensation Plan and Table of Organization Resolution; and,
2. Approve job classifications necessary for various Department operations; and,
3. Amend the Fiscal Year (FY) 2020-21 adopted budget for various funds and accounts, as detailed in Attachment 1.

CONSENT MATTERS

12. APPROVE THE RESOLUTION ESTABLISHING HOLIDAYS FOR EMPLOYEES IN THE CITY'S SERVICE FOR CALENDAR YEAR 2021

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council approve the Resolution establishing twelve (12) holidays for employees in the City's service for the next calendar year commencing January 1, 2021 to December 31, 2021 in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code.

13. RESOLUTION ADOPTING MINIMUM CONTRACTOR QUALIFICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS INSTALLED ON CITY-FUNDED PROJECTS

RECOMMENDED ACTION: It is recommended that the City Council:

Approve a Resolution adopting minimum contractor qualifications for electrical vehicle charging stations installed on city-funded projects.

14. APPROVE RESOLUTION FOR ANNUAL INVESTMENT POLICY UPDATE

RECOMMENDED ACTION: It is recommended that the City Council:

Investment Policy Statement for the City and Successor Agency to match current Government Code and to expand the membership of the Investment Committee.

15. INTRODUCE ORDINANCE AMENDING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS AND COMMITTEES

RECOMMENDED ACTION: It is recommended that the City Council:

Review, waive reading the ordinance in its entirety and introduce an ordinance amending Chapters 2.30, 2.36, 2.40, 2.44, and 2.46 of the City of Montebello Municipal Code (MMC) reorganizing the City's Advisory Commissions and Committees.

16. MUNICIPAL CODE AMENDMENT - ADOPTION OF CITY LOGOS AND PROTECTION

RECOMMENDED ACTION: It is recommended that the City Council:

1) Introduce and conduct a first reading, unless waived, an Ordinance Amending Chapter 1.16 "City Seal" of Title 1 "General Provisions" of the Montebello Municipal Code.

2) Take such additional, related, action that may be desirable.

17. APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

RECOMMENDED ACTION: It is recommended that the City Council:

1) Approve an amendment in the amount not-to-exceed Ninety Thousand Dollars (\$90,000) to the construction contract with Green Giant Landscape, Inc. (Green Giant) for the Taylor Ranch Greenspace Project; and,

2) Take such additional, related, action that may be desirable.

18. AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF VERNON TO PROVIDE FIRE APPARATUS AND RELATED RESCUE EQUIPMENT

RECOMMENDED ACTION: It is recommended that the City Council:

1) Authorize the City Manager to enter into a Purchase and Sale Agreement with the City of Vernon to provide fire apparatus and related rescue equipment for a one-time purchase in an amount not-to-exceed \$367,000; and

- 2) Amend the Fiscal Year 2020-21 budget and increase appropriations by \$367,000 in General Fund Account No. 100-85-850-6082, Fire Suppression, Vehicle Purchase.
- 3) Take such additional, related action that may be desirable.

19. AUTHORIZE THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES AGREEMENT FOR CITY COUNCIL CHAMBERS AUDIO VISUAL SYSTEM UPGRADE

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a professional services agreement with DNG AV and IT Systems Integration, to provide City Council Chambers Audio Visual System upgrades "The Project"; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$250,308 in Account No. 100-40-420-6040.95 and \$92,580 in Account No. 600-90-900-6040.95 (total of \$342,888 includes \$40,000 contingency for site improvements and/or additional hardware, \$45,000 for Project Implementation and Design Project Management Services)
- 3) Authorize the City Manager to complete The Project with a not-to-exceed amount of \$342,888
- 4) Take such additional, related, action that may be desirable.

20. MEETING CANCELLATION – NOVEMBER 11 AND DECEMBER 9, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council cancel the meeting of November 11, 2020 in observance of Veteran's Day and as per the November 13, 2019, adopted Resolution No. 19-145 that established recognized holidays for employees. In lieu of holding the November 11, 2020 regular City Council meeting, it is being recommended that this meeting be continued to November 18, 2020 as an Adjourned Regular Meeting. In addition, Staff further recommends that the December 9, 2020 meeting be rescheduled to Wednesday, December 16, 2020.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 28, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated October 28, 2020.

22. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

23. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

ADJOURNMENT

NOTES

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 First Quarter Budget Update and Salary Resolution/Table of Organization Update

DATE: October 28, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve amendment of the Compensation Plan and Table of Organization Resolution; and,
2. Approve job classifications necessary for various Department operations; and,
3. Amend the Fiscal Year (FY) 2020-21 adopted budget for various funds and accounts, as detailed in Attachment 1.

BACKGROUND

The FY 2020-21 budget was adopted on June 24, 2020, with General Fund expenditures of \$55.682 million against revenue of \$55.71 million, a surplus of approximately \$20,000. As part of new efforts to improve budget reporting and transparency, Staff will be presenting quarterly budget updates to the City Council. These quarterly updates will provide updated forecasts of revenue and expenditures, request budget amendments where necessary, and provide and request additional updates related to citywide operations.

The First Quarter (July – September, 2020) budget update will:

- Provide a brief overview FY 2020-21 operations after three months
- Provide update on COVID-19 funding (revenue) and expenditures under the Coronavirus Aid, Relief, and Economic Security (CARES Act) and Federal Emergency Management Agency (FEMA) funding
- Request budget amendments as necessary across all funds
- Amend and update the Table of Organization and Salary Resolution

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 28, 2020
**FISCAL YEAR 2020-21 FIRST QUARTER BUDGET UPDATE AND SALARY
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Subsequent quarterly updates will provide similar information, with the next budget report focusing on the first half of FY 2020-21, setting the stage for development of the FY 2021-22 budget.

ANALYSIS

Fiscal Year 2019-20 Overview

The second half of Fiscal Year 2019-20 was dominated by the COVID-19 Pandemic, and its effects on society and the economy at large. The FY 2020-21 budget was developed under the cloud of severe economic impacts due to Pandemic responses – shuttering of retail businesses, Stay at Home Orders, etc. Initial Pandemic impacted projections for sales tax for FY 2019-20 predicted a \$1.7 million loss from prior projections. The outlook for FY 2020-21 was similarly bleak: a total drop of \$1.8 million in sales tax.

For example, in February, sales tax was projected to be \$12.4 million for FY 2019-20. The April update – about one month into the Pandemic – forecasted sales tax to come in at \$11.4 million. The FY 2020-21 projection was similarly tepid: \$11.3 million as provided by the City's sales tax consultants in early May. Preliminary (unaudited) results from FY 2019-20 indicate sales tax at \$11.6 million, slightly better than projected.

Some areas of General Fund revenue did relatively well, in spite of the recessionary impacts caused by the Pandemic: property tax, certain franchise fee payments, vehicle code violations (excluding parking fines), etc.. However, as projected with development of the current fiscal year budget, revenue streams such as facility rentals, transient occupancy tax, contract classes, day camps, certain planning and engineering fees, etc. were severely impacted by our compliance with following State and County Orders.

Staff will present fully audited numbers for last fiscal year once the audit is completed and the Comprehensive Annual Financial Report (CAFR) is published (end of November).

Fiscal Year 2020-21 Overview

The full impact of the Pandemic on the economy is ongoing and will not be completely analyzed until well after its social and economic impacts are over. While retail and restaurant businesses are re-opening across the State, it has been an uneven effort based on established metrics. The County of Los Angeles remains at the highest cautionary levels, restricting business activity until various COVID-19 measures are at lower levels. Furthermore, cases appear to be on the upswing in recent weeks, portending the potential for continued negative economic impacts should a new round of shutdown orders be needed.

Sales Tax. There are some bright spots in General Fund revenue, with preliminary sales tax projections more positive than what was used to build the FY 2020-21 budget. According to the latest forecast from the City's sales tax consultant, Bradley-Burns 1% sales tax is projected to be more than \$400,000 than first forecast: \$11.696 million vs. \$11.270 million. However, even with this upwardly revised forecast it is more than \$1.5 million less than the three year average

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of sales tax received by the City between FY 2016-17 and FY 2018-19 (\$13.2 million). The continued slow pace of economic recovery requires vigilance in this area and constant monitoring of subsequent sales tax receipts, combined with closely following macro-economic updates.

There is also the new Measure H funding for FY 2020-21, forecast to be \$6.0 million. With this new source of revenue, Staff is remaining with the \$6.0 million forecast for the 1st Quarter report. Currently the City has received approximately \$555,000 in the current fiscal year, which represents only one month (July, 2020) of Measure H revenue. Subsequent budget reports (i.e., mid-year) will provide a more updated revenue as additional data will be available.

Coronavirus Reimbursement Revenue. The City will receive over \$784,000 in CARES Act funding through the State of California. The source of funding is from the Federal CARES Act and represents a portion of the funding from that Act provided to each state. The League of California Cities successfully lobbied the State of California to share that revenue on a population based pro-rata share with cities. Montebello has received the full amount of \$784,186, which will be used for Pandemic response related expenses.

Some of the qualifying expenditures are personal protective equipment (PPE) purchases, disinfecting cleaning services, overtime for first-responders, technology upgrades, technology and software purchases related to telework, public safety payroll, and other Pandemic related expenses. There is a budget amendment being requested (Attachment 1) to appropriate funding in Account No. 100-99-998, as expenditures are being made in the current fiscal year. These expenditures will be offset by the total amount of CARES Act funding already received (with a concomitant budget amendment to increase General Fund revenue to recognize these funds).

The City has also made claims to FEMA for Pandemic response related expenses (in addition to the CARES Act funded expenses): disinfection of facilities, training, emergency operations center staffing, upgrade of various hardware and software for Fire Department staff, and related equipment purchases. FEMA allows for a 75% recovery of approved expenditures. Fire Department Staff are coordinating the FEMA claiming efforts, and estimate the City could receive approximately \$292,000 (75% of \$389,400 in total qualifying expenses), assuming all claimed expenditures are approved by FEMA. This reimbursement revenue would be recorded in the General Fund, offsetting expenses already made going back to March. Subsequent budget updates will provide more information on the stats of the City's FEMA claim.

Budget Amendments. The FY 2020-21 budget will also need amending to appropriate Excess Bond Reserves funds (Series 2009A, former Redevelopment Agency). There is a remaining balance of these funds that have been used for the Taylor Ranch Park project as well as the much needed repairs to City Hall HVAC systems, replacement of the roof, ADA improvements and recent office remodels to provide social distancing and more efficient work spaces. City Council is being asked to amend the budget by increasing appropriations by

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\$1,734,286 (Account No. 100-99-929, Taylor Ranch, various Project Numbers/Object Codes, Attachment 1).

The Police Department budget will also need amending in order to provide funding for a long overdue and critical update to its CAD/RMS (dispatch and records management) system. The Montebello Police Department's Dispatch Center currently operates on Tyler Technology's MSP CAD system version 10.2. Montebello is the only agency in the Los Angeles area that still utilizes this system and one of two Tyler Technology customers statewide that have not upgraded to the Enterprise CAD system.

MSP CAD 10.2 is currently running on Windows 8 as well as an outdated server. The current CAD system has shown its age in ways that are beginning to negatively impact Dispatchers' ability to provide timely and accurate service. The computer delays caused by the outdated software can impact appropriate resources being dispatched. Dispatchers have recently needed to completely shut down and restart their computers mid shift leaving only one functioning workstation in the dispatch center for the time it takes to restart a workstation (approximately 5 minutes).

Upgrading to the Enterprise version will cost approximately \$108,000 in one time fees (new software, labor, project management and related costs). The new, annual software license fees will be \$167,257 (versus current annual charges of \$152,682, with 3.0% annual increase per contract). The current, annual, ongoing costs of the CAD/RMS software are paid from Asset Forfeiture funds (non-General Fund). These recurring costs will continue to be paid with Asset Forfeiture funds.

In addition to the Tyler Enterprise CAD software costs, there will be a need to upgrade to a current version of Windows and to purchase a new dedicated server for the Enterprise software, which will be an additional one-time cost of \$22,400 (six software licenses and the database server. Therefore, City Council is being asked to amend the FY 2020-21 budget by increasing appropriations by \$130,400 (\$108,000 for Enterprise CAD and \$22,400 for Windows/server) for the CAD/RMS upgrade to Enterprise CAD and the Windows/server upgrade (Account No. 100-80-820-6010.40, Police, Communications, Computer Software).

Salary Savings. There will be positive impacts on the General Fund budget since adoption on June 24, 2020. The largest single source of savings for the General Fund is the recently approved (August) 2-year service credit program. This program will result in several dozen early retirements – none of which were anticipated when the FY 2020-21 budget was adopted. While some of the positions vacated by early retirements will be filled, salary savings will accrue in two ways:

- Vacant positions take time to fill, offering months of salary/benefit savings while recruitment is underway
- Positions that are filled will most likely be done at lower levels of pay (i.e., "Step A" vs. top step of the retiree) and at a less generous retirement benefit (PEPRA vs. Classic)

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There will also be positions that will remain permanently vacant. The 2-year service credit provides an opportunity for organizational recalibration, and for Management to review the most efficient way to staff and organize departments. Subsequent quarterly budget updates will provide salary savings estimates, once the total number of participants is known and the amount of salary savings can be accurately calculated.

Table of Organization/Salary Resolution Updates

As Departments conduct reviews of their operations, adjustments to staffing levels are needed. The First Quarter Budget Report contains changes to Department staffing levels as well as adjustments to the Salary and Compensation Resolution. These changes are summarized below – by Department – with detail available in Attachment 2 (Salary Resolution) and Attachment 3 (Master Position Control).

Administration: There is a need for a full-time “Assistant to the Deputy City Clerk.” This is a new classification and the attached job description (Attachment 5) has been reviewed and approved by Human Resources. This unclassified, non-management position will have a salary range of \$4,216 - \$5,650 per month.

The focus of this position will be records maintenance and tracking. Currently, the City is undertaking a vast and much needed effort to create and implement records retention schedules and properly catalogue the thousands of boxes of records stored in the basement of City Hall. This position will assist with that effort and will help departments maintain their records per the City Council approved retention schedule.

Community Development: As part of the effort to provide increased enforcement of local ordinances, there is a request to increase the number of Code Enforcement Officers by 1.0 FTE (from 3.0 to 4.0). The additional Officer will allow for improved response capacity to reports of code violations and will provide greater ability for proactive enforcement of City codes.

Fire: The Department has identified a more economical manner by which to provide regular maintenance for fire apparatus. The current contract with a third party vendor is ending, and a part-time “Heavy Duty Fire Equipment Mechanic” will be hired. The Fire Chief has determined this arrangement provides more benefits for the organization versus the current arrangement: less expensive, more responsive, and provides time for a fuller evaluation of how to provide regular maintenance to all fire apparatus. (For example, in FY 2019-20, the Fire Department spent \$303,000 in vehicle maintenance to a third party, more than \$128,000 over the adopted budget.)

The Salary and Compensation Resolution is being updated to add this classification, with an hourly range of \$43.66 - \$47.21. The proposed job classification is attached (Attachment 4) and has been reviewed and approved by Human Resources.

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As part of the effort to provide additional Administrative Fire Support, staff is requesting to increase the number of full-time Fire Captains by 1.0 FTE (from 12.0 to 13.0 FTE). The additional Fire Captain will work a traditional work schedule that provides administrative support that includes oversight of fire staff training, help with recruitment, promotional exams, schedule academy, audit of personnel training records and serve as a Montebello Community Assistance Program liaison.

Public Works: The recent award of a landscape contract for the Golf Course necessitates the moving of staff from Parks and Recreation (Golf Course) to Public Works budget. There will be an increase of seven (7.0) Maintenance Workers to accommodate all full-time employees moving to Public Works from Golf Course operations.

Parks and Recreation: The changes to the Department's table of organization involves the movement of seven (7.0) full-time employees to Public Works from Golf Course operations. The addition of a Superintendent is to accommodate a current Golf Course employee within the Department (the incumbent is currently a Golf Course Superintendent, the addition of a Recreation and Community Services Superintendent is done to recognize the change in duties).

Transit: A total of five (5.0) FTE are proposed to be added to existing positions in the Transit Department being requested., allowing for improved management and providing additional administrative and analytical support across the Department.

Attachment 3 (Master Position Control) provides a detailed overview, by Department, of the proposed changes to each Department's position count.

FISCAL IMPACT

The Fiscal Year 2020-21 General Fund budget was adopted with a \$19,600 surplus: \$55,701,100 in revenue vs. \$55,681,500 in expenditures. Since adoption, City Council action has amended the General Fund budget, and various purchase orders were rolled over, increasing General Fund appropriations to \$57,345,506. Attachment 1 details additional budget amendments related to CARES Act reimbursed expenses, Excess Bond Proceeds capital projects, and Police dispatch software (CAD/RMS) upgrades: \$2,649,286 in requested additional appropriations.

General Fund revenue will be increased by \$784,000 in CARES Act funding and \$1,131,720 in Trust and Agency Fund revenue. The Trust and Agency Fund revenue was discovered by a Finance review of idle accounts. Sweeping these funds to the General Fund allows for improved tracking of expenditures traditionally charged to the various Trust and Agency accounts, and improves transparency over the spending of these funds. Assuming the City receives 75% of the requested expenses reimbursed from FEMA, an additional \$292,000 would accrue to the General Fund. These three sources of funds add \$2,207,270 to total, forecasted General Fund revenues.

The next budget update will be early February, providing a mid-year forecast of revenue and expenditures. Typically, mid-year budget updates set the stage for development of the subsequent fiscal year budget. In addition, more data is available (6 months), allowing Staff to provide more accurate forecasts. Given the overarching impacts of the Pandemic, the mid-year budget update will benefit from additional months of economic data on how the Coronavirus is impacting world, regional and local economies.

SUMMARY

It is recommended that the City Council amend the Fiscal Year 2020-21 adopted budget as detailed in Attachment 1, approve an amendment of the Compensation Plan and Table of Organization Resolution and approve newly created job classifications necessary for various Department operations.

ATTACHMENTS:

- Attachment 1: Budget Amendments, All Funds
- Attachment 2: Salary Resolution
- Attachment 3: Master Position Control
- Attachment 4: Job Classification, “Heavy Duty Fire Equipment Mechanic” – Part-time
- Attachment 5: Job Classification, “Assistant to the Deputy City Clerk”

1st Quarter Budget Update, October 28, 2020
Fiscal Year 2020-21
Budget Amendments, All Funds

Account / Object / Project			Description	Increase	Decrease
GENERAL FUND AMENDMENTS - EXPENDITURES					
100-50-590	-6040.95	Comm Dev, General Plan Update	Other Professional Services	\$ 250,000	
100-50-520	-6040.95	Comm Dev, Planning	Other Professional Services		\$ 250,000
100--80-820	-6010.40	Police, Communications	Equipment, Computer Software	\$ 130,400	
100-99-998	-6000.20	COVID-19 Response	Supplies Non-Durable	\$ 125,000	
100-99-998	-6000.40	COVID-19 Response	Supplies Durable	\$ 50,000	
100-99-998	-6010.10	COVID-19 Response	Machinery and Equipment	\$ 25,000	
100-99-998	-6010.50	COVID-19 Response	Computer Hardware	\$ 50,000	
100-99-998	-6040.10	COVID-19 Response	Outside Contracts	\$ 350,000	
100-99-998	-6040.60	COVID-19 Response	Building Maintenance/Repairs	\$ 75,000	
100-99-998	-6040.65	COVID-19 Response	Software Maint-Repair	\$ 100,000	
100-99-998	-6040.95	COVID-19 Response	Other Professional Services	\$ 9,600	
				\$ 784,600	

100-99-929	-7115	Taylor Ranch	Buildng Improvements		
	100.399.20		Temporary Greenspace	\$ 516,442	
	100.399.40		City Hall space improvements/ADA upgrades	\$ 169,052	
	100.399.45		Building and Technology upgrades	\$ 948,792	
	100.399.55		City Hall entry upgrades	\$ 100,000	
				\$ 1,734,286	

Total GF Amendments (Expend) => \$ 2,649,286

GENERAL FUND AMENDMENTS - REVENUE

100-99	-4022.1	General Fund Revenue	CARES Act State	\$ 784,600	
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Total GF Amendments (Rev) => \$ 784,600

OTHER FUND AMENDMENTS - EXPENDITURES

230-99-847	-7120	Drug Enforcement - Justic Department	Administrative Costs	\$ 11,700	
265-50-591	-6040.95	SB2 Planning Grant, General Plan	Other Professional Services	\$ 310,000	
265-50-591	-6040.95	LEAP Grant, General Plan	Other Professional Services	\$ 300,000	

Total Other Funds Amendments +> \$ 621,700

OTHER FUND AMENDMENTS - REVENUE

265-99	-4198.91	SB2 Planning Grant	SB2 Planning Grant	\$ 310,000	
265-99	-4198.92	LEAP Grant	LEAP Grant	\$ 300,000	

Total Other Funds Amendments +> \$ 610,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)

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

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		1,032	-	1,032
City Clerk		695	-	695
City Treasurer		695	-	695
CLASSIFIED MANAGEMENT		MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)		10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)		10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)		11,233	-	12,554
Fire Captain (eff 4/28/19)		6,920	-	8,693
Fire Captain (eff 10/13/19)		7,196	-	9,040
Fire Captain (eff 1/5/20)		7,484	-	9,402
Fire Captain (eff 1/3/21)		7,933	-	9,966
Police Captain (eff 7/7/19)		11,878	-	13,273
Police Captain (eff 1/5/20)		12,591	-	14,069
Police Captain (eff 1/3/21)		13,346	-	14,913
Police Lieutenant (eff 7/7/19)		10,483	-	11,714
Police Lieutenant (eff 1/5/20)		11,112	-	12,417
Police Lieutenant (eff 1/3/21)		11,779	-	13,162
Police Sergeant (eff 7/7/19)		8,485	-	9,530
Police Sergeant (eff 1/5/20)		8,994	-	10,101
Police Sergeant (eff 1/3/21)		9,534	-	10,707
CLASSIFIED NON-MANAGEMENT		RANGES	MONTHLY SALARY RANGES	
Account Clerk I (eff 4/28/19)		63.7	2,430	- 3,101
Account Clerk I (eff 1/5/20)		63.8	2,527	- 3,225
Account Clerk I (eff 1/3/21)		63.9	2,628	- 3,354
Account Clerk II (eff 4/28/19)		64.0	2,888	- 3,686
Account Clerk II (eff 1/5/20)		64.1	3,004	- 3,834
Account Clerk II (eff 1/3/21)		64.2	3,124	- 3,987
Assistant Planner (eff 4/28/19)		64.9	3,615	- 4,614
Assistant Planner (eff 1/5/20)		65.0	3,760	- 4,799
Assistant Planner (eff 1/3/21)		65.1	3,910	- 4,991
Body Shop Mechanic (eff 4/14/19)		62.8	4,052	- 5,171
Body Shop Mechanic (eff 1/5/20)		62.9	4,214	- 5,378
Body Shop Mechanic (eff 1/3/21)		63.0	4,382	- 5,593
Building Maintenance Tradeworker I (eff 4/28/19)		65.2	2,551	- 3,255
Building Maintenance Tradeworker I (eff 1/5/20)		65.3	2,653	- 3,385
Building Maintenance Tradeworker I (eff 1/3/21)		65.4	2,760	- 3,520
Building Maintenance Tradeworker II (eff 4/28/19)		65.5	2,748	- 3,507
Building Maintenance Tradeworker II (eff 1/5/20)		65.6	2,858	- 3,647
Building Maintenance Tradeworker II (eff 1/3/21)		65.7	2,972	- 3,793
Building Permit Technician (eff 4/28/19)		65.8	2,680	- 3,421
Building Permit Technician (eff 1/5/20)		65.9	2,787	- 3,557
Building Permit Technician (eff 1/3/21)		66.0	2,899	- 3,700
Bus Operator (eff 4/14/19)		62.2	3,319	- 4,235

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Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945
Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500
Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867
Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412 (23.9281 - 30.5443/hr) (56 hr/week)
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709 (24.8852 - 31.7661/hr) (56 hr/week)
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017 (25.8806 - 33.0367/hr) (56 hr/week)
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498 (27.4335 - 35.0189/hr) (56 hr/week)
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314 (20.3716 - 26.0202/hr) (56 hr/week)
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567 (21.1864 - 27.0610/hr) (56 hr/week)
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829 (22.0339 - 28.1434/hr) (56 hr/week)
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239 (23.3559 - 29.8320/hr) (56 hr/week)
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545

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Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700
Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225
Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES
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***Executive Management classification salary ranges are determined by Resolution No.20-74, approved on September 9, 2020.*

Accounting Manager (eff 4/28/19)	6,766	-	8,225
Accounting Manager (eff 1/5/20)	7,037	-	8,554
Accounting Manager (eff 1/3/21)	7,318	-	8,896

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Accounting Supervisor (eff 5/26/19)	5,087	-	6,185
Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager**	**	-	**
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 10/28/2020)	8,933	-	10,858
Building Official (eff 1/3/2021)	9,290	-	11,292
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager*	*	-	*
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972
Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637
Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Chief	11,341	-	12,675
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790

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Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance**	**	-	**
Director of Human Resources – Information Technology**	**	-	**
Director of Planning & Community Development**	**	-	**
Director of Public Works**	**	-	**
Director of Recreation & Community Services**	**	-	**
Director of Transportation**	**	-	**
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief**	**	-	**
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251
Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief**	**	-	**
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390

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Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021
Risk Manager (eff 7/25/19)	6,767	-	8,225
Risk Manager (eff 1/5/20)	8,933	-	10,858
Risk Manager (eff 1/3/21)	9,290	-	11,292
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Social Work Supervisor (eff 09/09/2020)	5,513	-	6,704
Social Work Supervisor (eff 01/03/2021)	5,734	-	6,972
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461
Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Assistant to the Deputy City Clerk (eff 10/28/2020)		4,216	-	5,650
Assistant to the Deputy City Clerk (eff 01/03/2021)		4,385	-	5,876
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Field Response Case Coordinator (eff 09/09/2020)	67.1	2,930	-	3,596
Field Response Case Coordinator (eff 01/03/2021)	67.1	3,047	-	3,889
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748
Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089
Firefighter/Paramedic Trainee (effective 09/09/2020)	75.0	3,080	-	3,931
Firefighter/Paramedic Trainee (effective 01/03/2021)	75.0	3,203	-	4,089
HOURLY CLASSIFICATION	HOURLY RANGES			
Administrative Analyst (eff 4/28/19)	12.36	-	22.61	
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61	
Administrative Analyst (eff 1/5/20)	13.52	-	23.51	
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51	
Administrative Analyst (eff 1/3/21)	14.56	-	24.45	
Administrative Secretary (eff 4/28/19)	17.15	-	21.64	
Administrative Secretary (eff 1/5/20)	17.84	-	22.51	
Administrative Secretary (eff 1/3/21)	18.55	-	23.41	
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78	
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53	
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31	

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Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73
Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19
Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83
Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Heavy Duty Fire Equipment Mechanic (eff 10/28/2020)	43.66	-	47.21
Heavy Duty Fire Equipment Mechanic (eff 01/03/2021)	45.41	-	49.10
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62

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Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17
Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40
Police Community Services Officer (eff 1/5/20)	13.52	-	16.01
Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22
Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45

Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45
Secretary (1) (eff 1/1/20)	13.00	-	16.09
Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to \$13.00 per hour effective January 1, 2020 and \$14.00 per hour effective January 1, 2021.

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the California minimum wage rate

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources-Information Technology and the Director of Finance, and the resolution shall be in full force and effect as of October 28, 2020.

APPROVED AND ADOPTED THIS 28th DAY OF OCTOBER, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 28th day of October, 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

City of Montebello
Number of Positions By Department
FY 2020-21 ADOPTED BUDGET
Positions in BLUE Updated, October 2020

		FY 2019-20	FY 2020-21 ADOPTED	FY 2020-21 AMENDED
Elected	City Councilmember	5.0	5.0	5.0
	City Clerk	1.0	1.0	1.0
	City Treasurer	1.0	1.0	1.0
		7.0	7.0	7.0
Administration				
	City Manager	1.0	1.0	1.0
	Assistant City Manager	1.0	1.0	1.0
	Deputy Director	0.0	0.0	1.0
	Public Information Officer	1.0	1.0	1.0
	Deputy City Clerk	1.0	1.0	1.0
	Assistant to the Deputy City Clerk	0.0	0.0	1.0
	Office Manager	1.0	1.0	1.0
	Administrative Secretary	1.0	1.0	1.0
		7.0	6.0	8.0
Finance				
	Director of Finance	1.0	1.0	1.0
	Deputy Director	0.0	1.0	1.0
	Accounting Manager	1.0	1.0	1.0
	Accounting Supervisor	1.0	1.0	1.0
	Sr. Management Analyst	1.0	1.0	1.0
	Accountant	4.0	4.0	4.0
	Finance Technician	5.0	5.0	5.0
	Account Clerk II	5.0	5.0	5.0
	Administrative Secretary	1.0	1.0	1.0
		21.0	20.0	20.0
Fire				
	Fire Chief	1.0	1.0	1.0
	Deputy Fire Chief	0.0	1.0	1.0
	Fire Battalion Chief	3.0	3.0	3.0
	Fire Captain	12.0	12.0	13.0
	Fire Engineer	12.0	12.0	12.0
	Firefighter	24.0	24.0	24.0
	Firefighter/Paramedic Trainee	0.0	4.0	4.0
	Fire Marshal	1.0	1.0	1.0
	Deputy Fire Marshal	1.0	1.0	1.0
	Fire Inspector I	1.0	2.0	2.0
	Deputy Director	1.0	1.0	1.0
	Sr. Management Analyst	2.0	2.0	2.0
	Telecommunications Manager	0.0	1.0	1.0
	Telecommunications Supervisor	0.0	1.0	1.0
	Social Work Supervisor*	0.0	0.0	1.0
	Field Response Case Coordinator*	0.0	0.0	1.0
	Administrative Secretary	1.0	1.0	1.0
		59.0	67.0	70.0

*Positions added with City Council action on 09/09/2020

City of Montebello

Number of Positions By Department

FY 2020-21 ADOPTED BUDGET

Positions in **BLUE** Updated, October 2020

	FY 2019-20	FY 2020-21 ADOPTED	FY 2020-21 AMENDED
Human Resources and Information Technology			
Director of Human Resources and Risk Management	1.0	1.0	1.0
Risk Manager	1.0	1.0	1.0
Sr. Human Resources Analyst	2.0	2.0	2.0
Human Resources Analyst	1.0	1.0	1.0
Human Resources Technician	1.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0
Information Systems Manager	1.0	1.0	1.0
Information Systems Supervisor	1.0	1.0	1.0
Information Systems Analyst	3.0	3.0	3.0
	12.0	12.0	12.0
Planning and Community Development			
Director of Planning and Community Development	1.0	1.0	1.0
Deputy Director	1.0	1.0	1.0
Planning Manager	1.0	1.0	1.0
Associate Planner	1.0	1.0	1.0
Assistant Planner	0.0	1.0	2.0
Sr. Management Analyst	1.0	1.0	1.0
Code Enforcement Manager	0.0	1.0	1.0
Code Enforcement Coordinator	1.0	1.0	1.0
Code Enforcement Officer	3.0	3.0	4.0
Building Permit Technician	1.0	1.0	1.0
Management Analyst	0.0	2.0	2.0
Administrative Secretary	1.0	1.0	1.0
	11.0	15.0	18.0
Police			
Police Chief	1.0	1.0	1.0
Police Captain	2.0	2.0	2.0
Police Lieutenant	5.0	5.0	5.0
Police Sergeant	10.0	10.0	10.0
Police Corporal	23.0	23.0	23.0
Police Officer	33.0	33.0	33.0
Grants and Project Administrator	1.0	1.0	1.0
Records Supervisor	1.0	1.0	1.0
Communications Supervisor	1.0	1.0	1.0
Police Dispatcher II	5.0	5.0	5.0
Police Dispatcher I	5.0	5.0	5.0
Police Records Technician	9.0	9.0	9.0
Property and Evidence Technician	2.0	2.0	2.0
Court Liaison	1.0	1.0	1.0
Parking Control Officer	1.0	1.0	1.0
Senior Management Analyst	0.0	1.0	1.0
Administrative Secretary*	1.0	0.0	1.0
	101.0	101.0	102.0

*Positon was eliminated with FY 2020-21 adopted budget, being reinstated October, 2020

City of Montebello
Number of Positions By Department
FY 2020-21 ADOPTED BUDGET
Positions in BLUE Updated, October 2020

	FY 2019-20	FY 2020-21 ADOPTED	FY 2020-21 AMENDED
Public Works			
Director of Public Works	1.0	1.0	1.0
Assistant Director	1.0	1.0	1.0
Building Official	1.0	1.0	1.0
Recreation & Comm Services Superintendent	0.0	0.0	1.0
Street Maintenance Supervisor	1.0	1.0	1.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0
Senior Management Analyst	0.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0
Maintenance Worker*	7.0	7.0	14.0
	14.0	14.0	22.0

**Transfer 7.0 FTE from Parks and Recreation - Golf Course Operations, October, 2020*

Recreation and Community Services			
Director of Recreation and Community Services	1.0	1.0	1.0
Deputy Director	1.0	1.0	1.0
Recreation & Comm Services Superintendent**	0.0	0.0	1.0
Park Maintenance Supervisor	1.0	1.0	1.0
Building Maintenance Tradeworker II	2.0	2.0	2.0
Maintenance Worker	8.0	8.0	8.0
Community Services Coordinator	3.0	4.0	4.0
Management Analyst	1.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0
Golf Course Superintendent / Facility Manager**	1.0	1.0	0.0
Golf Cart Mechanic*	1.0	1.0	0.0
Golf Course Equipment Mechanic*	1.0	1.0	0.0
Maintenance Worker*	5.0	5.0	0.0
	26.0	27.0	22.0

**Golf Course personnel transferred to Public Works as "Maintenance Worker" classification*

***Golf Course Superintendent to be reclassified as Parks & Comm Services Superintendent*

City of Montebello

Number of Positions By Department

FY 2020-21 ADOPTED BUDGET

Positions in **BLUE** Updated, October 2020

	FY 2019-20	FY 2020-21 ADOPTED	FY 2020-21 AMENDED
Transportation			
Director of Transportation	1.0	1.0	1.0
Assistant Director	1.0	1.0	1.0
Public Information Officer	0.0	1.0	1.0
Transit Administration Manager	1.0	1.0	2.0
Transit Operations Manager	1.0	1.0	1.0
Vehicle Maintenance Manager	0.0	1.0	1.0
Shop Maintenance Supervisor	4.0	4.0	4.0
Transit Dispatch Supervisor	10.0	10.0	12.0
Transit Operations Supervisor	3.0	3.0	3.0
Transit Stores and Facility Supervisor	1.0	1.0	1.0
Maintenance Service Supervisor	1.0	1.0	1.0
Transit Grants and Project Administrator	1.0	1.0	1.0
Communication Management Analyst	1.0	1.0	0.0
Sr. Procurement Analyst	0.0	0.0	1.0
Sr. Management Analyst	1.0	1.0	0.0
Management Analyst	1.0	3.0	3.0
Account Clerk I	0.0	0.0	1.0
Account Clerk II	2.0	2.0	3.0
Bus Operator	105.0	105.0	105.0
Equipment Mechanic A	15.0	15.0	15.0
Equipment Serviceworker	13.0	13.0	13.0
Body Shop Mechanic	1.0	1.0	1.0
Building Maintenance Tradeworker II	1.0	1.0	1.0
Maintenance Worker	1.0	1.0	1.0
Storekeeper	3.0	3.0	3.0
Clerk Typist	4.0	4.0	5.0
	172.0	176.0	181.0
Total Full-Time Employees	430.0	445.0	462.0
Total Full-Time Employees Net Elected	423.0	438.0	455.0

DEFINITION

Provides lead supervision to a crew of mechanics and performs the more difficult work involving the inspection, maintenance, diagnosis, repair and testing of a variety of fire apparatus, light and heavy support vehicles and other specialized firefighting equipment.

DISTINGUISHING CHARACTERISTICS

Incumbents of this class normally work on construction, road maintenance, firefighting, and other equipment generally of a heavy nature and requiring special techniques and practices. Occasionally they may do some automobile and truck maintenance and repair work. A Heavy Duty Equipment Mechanic may work in a construction equipment repair shop or may be assigned to make repairs in the field, sometimes under inclement weather conditions. In the shop, Heavy Duty Equipment Mechanics are normally subject to supervision and usually receive detailed assignments, either orally or in the form of plans, sketches, or written work orders. A Heavy Duty Equipment Mechanic frequently is required to hand fit and adjust various parts made for special equipment, using hand tools and common shop machines such as drill presses and grinders. The work does not require the skilled operation of precision machine tools, although the use of overhead cranes and other hoisting gear is necessary. Employees of this class may be assigned to work with an apprentice for training purposes.

EXAMPLES OF DUTIES

Provides technical guidance to a crew of fire equipment mechanics and participates in the inspection, maintenance, repair and testing, including major and minor overhaul of power plants, drive trains and other component parts of a variety of fire apparatus, light and heavy support vehicle and other specialized firefighting equipment. Lays out jobs, estimates labor hours and material requirements. Controls the parts and materials needed for repair work requisitioned by mechanics. Maintains productivity standards and quality control and makes written reports to the Fire Fleet Services Managers as necessary. May perform the work of a Fire Equipment Mechanic as required.

- Repairs heavy construction, road maintenance, or firefighting equipment, such as gasoline, diesel and alternative fuel, such as compressed natural gas, tractors, motor graders, flushers, sweepers, skidloaders, rollers, power shovels, fire apparatus, cranes, manlift devices hoists, trenching machines, backfillers, concrete mixers, compressors, generators, pumps, riding mowers, and pneumatic tools;
- May repair automobiles, buses, and trucks;
- Removes, repairs, overhauls, and installs engines, brake systems, clutches, transmissions, differential assemblies, hydraulic pumps and systems, low and high pressure water pumps, valves, piping systems, tanks, fuel injection systems, and accessories commonly found on construction, road maintenance, and firefighting equipment;
- Installs pistons, rings, and pins;
- Adjusts bearings;
- Cleans carburetors;
- Tunes motors;
- Refaces and reseats valves;
- Repairs ignition systems;
- Repairs track rollers, carriers, and idlers;
- Replaces broken gas lines, brake lines, hoist cables, steering gears, drive shafts, and other parts;

- Checks and aligns front ends;
- Repairs fire equipment bodies;
- Straightens frames and axles;
- Repairs and overhauls mechanical equipment and accessories on fireboats;
- May repair or install lights, wiring systems, and other electrical parts;
- Inspects heavy equipment in the field to detect operating faults and to make minor repairs;
- Writes reports on the condition of equipment, outlining repair work to be done in the shop;
- May use a data terminal or personal computer to input and retrieve maintenance information.
- Assembles trailers and mounts special equipment, such as air compressors, water pumps, or hoists;
- Alters equipment to meet special requirements;
- Road tests equipment;
- Uses electric drills, grinders, valve facers, drill presses, hydraulic presses, hoists, and other shop machines;
- Operates motor analyzers, dynamometers, and various gauges;
- Performs rough welding and brazing;
- Inspects equipment in the shop to determine necessary work;
- Follows oral instructions, blueprints or sketches;
- Makes routine reports and keeps routine records;
- May direct a helper;
- May train an apprentice;
- May drive an automobile or light truck in field repair work.
- Employees of this class occasionally may be assigned other duties for training purposes or to meet technological changes or emergencies.

SPECIAL REQUIREMENTS

California Class B Driver License.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Work Background: Two years of progressively responsible and varied level work experience performing skilled maintenance and repair work on fire apparatus, fire equipment, automotive, and other power-driven equipment, including extensive experience on diesel engines and hydraulic systems.

Completion of a recognized apprenticeship or attainment of journey-level rank as a heavy duty equipment mechanic; or

- Two years of full-time paid experience as a journey-level equipment mechanic which includes the repair of a variety of heavy duty gasoline and diesel powered vehicles or construction equipment; or
- Five years of full-time paid experience as a helper to an equipment mechanic, of which two years must have been as a helper to a heavy duty equipment mechanic;

CITY OF MONTEBELLO ASSISTANT TO THE DEPUTY CITY CLERK

DEFINITION

Under general direction, the Assistant to the Deputy City Clerk performs a full range of professional and technical work in support of the City Clerk's Office. Responsibilities include, but are not limited to assisting with coordinating the City's records management program; may assist in the coordination, preparation, and publication of City Council and Commission agenda packets and associated follow-up; processing public hearing notices and public records act requests; serving as the first contact with the public as primary receptionist of the City Clerk's office, and primary administrative support for the Deputy City Clerk and performing other duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Assistant to the Deputy City Clerk has independence within a general framework in the records and office management role.

This position is distinguished from the Deputy City Clerk position in that the latter provides primary support for Council legislative operations; manages, trains staff and implements the agenda process city-wide; manages contract and insurance tracking city-wide; requires technical writing and administrative and organization skills, computer knowledge, and the ability to prepare minutes, reports, etc., in an accurate, professional and timely manner; ability to research the topics and issues discussed by the City Council; and may perform the duties of the Deputy City Clerk, as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Deputy City Clerk or a higher level position. May exercise direct of functional and technical supervision over lower level clerical positions, volunteers, and interns.

EXAMPLES OF DUTIES

Performs highly skilled paraprofessional work requiring good technical writing and administrative skills to support the City Manager's Office; able to attend City Council meetings, researching agenda issues and materials to gain an understanding of the agenda items under discussion, and to disseminate information to staff; taking, transcribing, composing, summarizing, and editing the contents of the Council/Council Committee meetings, and an extensive number of Council-appointed Ad Hoc Committee meetings in order to prepare and present, an accurate public record of the minutes, including pertinent discussions, motions, and Council direction; interaction with citizens, candidates, management, and staff on a variety of often complex and sensitive issues;

assisting with election-related responsibilities; conducting and preparing a wide variety of research projects for citizens, City management, Council and staff.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's license.

EMPLOYMENT STANDARDS

Knowledge of:

- Practices of effective project and event management.
- Municipal government operations, records management principles and practices.
- Election laws and procedures relating to City Municipal Code, Brown Act, and the Public Records Act.
- Organizing and assisting with filing of Statements of Economic Interests and Campaign statements for candidates.
- Taking dictation for minutes court reporting or classroom instructed speedwriting or shorthand.
- Managing, implementing, and monitoring the Clerk's records management program.
- Coordinating on-going City-wide Records Clean-up.
- Modern office technology, such as filing systems, computers, data processing, word processing and spreadsheet software programs.
- Proper English usage, spelling, grammar, punctuations, and proofreading.
- Business letter writing and basic report preparation.
- Principles and procedures of record keeping.

and

Ability to:

- Learn, interpret, and apply City and department rules, regulations, policies, practices, ordinances, resolutions and laws.
- Communicate effectively orally and in writing.
- Learn and operate specialized systems and software, such as document imaging, agenda management, automated 700 filing, public records request, and intranet and internet software.
- Understand the organization and operation of City government and of outside agencies as necessary to assume assigned responsibilities.
- Independently prepare correspondence and memorandums.
- Understand and carry out oral and written directions.
- Read and comprehend complex laws, regulations, and legal documents.

- Plan and coordinate complex administrative programs.
- File and maintain complex records related to documentation of Council Meetings and City elections.
- Analyze problems, make decisions and exercise good judgment in administrative tasks.
- Plan, organize and conduct research projects.
- Prepare clear, concise and accurate written reports and communications.
- Interpret, explain, apply and enforce a variety of laws, rules, and regulations.
- Effectively represent assigned functions of the department with concerned individuals, organizations and other governmental agencies.

and

Training and Experience: *Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

Three years of increasingly responsible administrative support experience which included public contact and working with records management systems similar to the systems/programs of the City of Montebello City Clerk Department. Previous experience in a City Clerk's office or related experience is desirable.

Education:

Equivalent to high school graduation supplemented by college level coursework in business administration, public administration, or other related specialized training.

Training:

Any recent training such as academic courses and certification programs, which are relevant to this job classification.

Special Licenses or Certificates:

Certification as a Municipal Clerk (CMC) by the International Institute of Municipal Clerks or Certification through the American Records Management Association (ARMA) is highly desirable. This position may be required to obtain and maintain certification as a Notary Public.

Other Requirements:

Ability to attend evening and night meetings.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

SUBJECT: **Approve the Resolution Establishing Holidays for Employees in the City's Service for Calendar Year 2021**

DATE: October 28, 2020

RECOMMENDATION

It is recommended that the City Council approve the Resolution establishing twelve (12) holidays for employees in the City's service for the next calendar year commencing January 1, 2021 to December 31, 2021 in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code.

BACKGROUND

In accordance with the City of Montebello Municipal Code Section 2.60.340(A), staff presents a Resolution to the City Council each year to establish a holidays schedule to be recognized by the City. The holiday schedule applies to those employees on the annual leave accrual system and traditional vacation, sick, and holiday system.

SUMMARY

The City Council will consider the approval and authorizing the Resolution establishing holidays for employees in the City's service for the next calendar year commencing January 1, 2021 to December 31, 2021. There is no fiscal impact to approve this City holiday Resolution for the calendar year 2021.

ATTACHMENT(S)

A. Resolution to Establish City of Montebello Holidays for Calendar Year 2021

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO ESTABLISHING HOLIDAYS
FOR EMPLOYEES IN THE CITY’S SERVICE FOR
CALENDAR YEAR COMMENCING JANUARY 1, 2021
AND ENDING DECEMBER 31, 2021

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

SECTION 1. That the City Council of the City of Montebello having previously deliberated upon the holidays to be observed by the City of Montebello has determined that the following dates shall be observed holidays for the calendar year commencing January 1, 2021, and ending December 31, 2021, in accordance with Section 2.60.340(A) of the Montebello Municipal Code:

DATE	HOLIDAY
January 1	New Year’s Day
January 18	Martin Luther King Jr. Day
February 15	President’s Day
May 31	Memorial Day
July 4	Independence Day
September 6	Labor Day
November 11	Veterans’ Day
November 25	Thanksgiving Day
Novemer 26	Day After Thanksgiving
December 25	Christmas Day

SECTION 2. That the City Council of the City of Montebello, has determined to recognize a total of twelve (12) days of holiday time to those employees on the annual leave accrual system and traditional vacation, sick, and holiday system, in accordance with Section 2.60.340(C) and (E) of the Montebello Municipal Code. The eleventh and twelfth days will be considered floating holidays to be determined by the employees on the traditional vacation, sick, and holiday system.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and distribute copies to all department heads, and that the same shall be in full force and effect.

ADOPTED and APPROVED this 28th day of October 2020

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 28th day of October , 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: **Resolution Adopting Minimum Contractor Qualifications for Electric Vehicle Charging Stations Installed on City-funded Projects**

DATE: October 28, 2020

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Approve a Resolution adopting minimum contractor qualifications for electrical vehicle charging stations installed on city-funded projects.

BACKGROUND

The City of Montebello encourages the development of electric vehicle charging infrastructure and the use of electric vehicles in order to reduce the emission of greenhouse gases. The City also has determined that the safety of first responders, workers, and the general public is a very important issue as it relates to the use of electric vehicle charging stations and is committed to ensuring that all contractors and electricians installing and maintaining electrical vehicle supply equipment (EVSE) infrastructure for projects funded by the city do so based on the best practices in electrical training and certification.

Therefore, it is recommended that the City Council adopt the recommended resolution implementing the requirement of the Electric Vehicle Infrastructure Training Program (EVITP) on all electric vehicle charging station infrastructure installed on projects funded by the city.

The EVITP is a collaboration of industry stakeholders including: automakers, manufacturers, educational institutions, utility companies, electrical industry professionals and key EV industry stakeholders. The program provides training and certification for electricians installing electric vehicle supply equipment (EVSE) and was designed to provide installers with the most comprehensive classroom and hands-on training available today in a quickly changing market. All EVITP Certified Installers must pass a certification exam for proof of knowledge and skill. The program has certified over 4,000 electricians in the U.S. and Canada. Additional information about the program is available on the organization's website (www.evitp.org).

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 28, 2020
**RESOLUTION ADOPTING MINIMUM CONTRACTOR QUALIFICATIONS FOR
ELECTRIC VEHICLE CHARGING STATIONS INSTALLED ON CITY-FUNDED
PROJECTS**

Page 2 of 2

FISCAL IMPACTS

The recommended action has no fiscal impact.

SUMMARY

Upon adoption by the City Council of the recommended resolution, staff will implement the specifications of the EVITP on all future City-funded projects that include the installation of electric vehicle charging station infrastructure.

ATTACHMENT(S)

A. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING MINIMUM CONTRACTOR
QUALIFICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS
INSTALLED ON CITY-FUNDED PROJECTS

WHEREAS, the City of Montebello would like to encourage the development of electric vehicle charging infrastructure and the use of electric vehicles to reduce the emission of greenhouse gases; and

WHEREAS, the City has determined that the safety of first responders, workers, and the general public is a very important issue for Montebello, the City of Montebello is committed to ensuring that all contractors and electricians installing and maintaining electric vehicle infrastructure for Montebello projects, do so based on the best practices in electrical training and certification; and

WHEREAS, the Electric Vehicle Infrastructure Training Program (EVITP) has been determined to be a non-profit, industry wide, brand neutral, volunteer staffed collaborative that does not endorse or promote specific manufacturers, contractors, or brands of equipment.; and

WHEREAS, the EVITP program is featured in U. S. Department of Energy Guides on EV infrastructure and is based on a curriculum that is taught at community colleges, electrical industry training centers, and utility training facilities.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Montebello, State of California, as follows:

SECTION 1. All contractors performing electrical vehicle infrastructure work on projects funded by the City of Montebello shall be approved by the Electric Vehicle Infrastructure Training Program (EVITP) and electricians on the job shall be EVITP certified according to the City of Montebello’s *EVITP Bid Specification Requirements*.

SECTION 2. The contractor shall plan, implement, and comply with this EVITP policy in accordance with the policy of the City of Montebello as follows:

1. All of the installations, commissioning, and maintenance of Electric Vehicle Supply Equipment (“EVSE” or “Charging Stations”) systems, equipment and related infrastructure performed by Contractor (hereinafter referred to as the “EV Work”) shall conform to all the requirements set forth herein.
 - a) At a minimum, one job-site supervisor or job-site foreman supervising the EV Work at each job site is required to be an Electric Vehicle Infrastructure Training Program (“EVITP”) certified electrician.
 - b) The EV work shall be performed only by California State certified general electricians. Apprentices may assist.
 - c) A minimum of fifty percent (50%) of the state certified general electricians performing the EV Work on each job site shall be EVITP certified electricians.
 - d) The ratio of journeyman to apprentices shall comply with requirements set forth in California law.
 - e) EVITP certification requirements do not apply to apprentices.
 - f) All apprentices assisting on the EV work shall be registered in a State of California Approved Apprenticeship Program which has a graduation rate of at least 60%.

2. Contractor shall maintain a written or electronic record of all EV Work including the names of all EVITP electrician(s) who performed the EV Work. Said record shall be made available to EVITP, and/or City of Montebello upon request.
 - a) The City of Montebello affirms that Contractor has an active California C-10 electrical contractor's license in good standing and also affirms that Contractor meets all California requirements for electrical workforce certification, workers compensation, bonding, and insurance.
 - b) Contractor shall cooperate fully with EVITP, and/or the City of Montebello in case of (a) random or other quality assurance check(s).
3. Contractor is required to certify Contractor's compliance with this EVITP Policy. Contractor shall properly complete and sign the City of Montebello's EVITP Compliance Form and submit said form with their Bid Proposal. Failure to properly complete, sign, and submit an EVITP Compliance Form may result in the contractor's bid being deemed non-responsive.

Contractor's failure to fully implement, monitor and comply with this EVITP policy may result in an assessment of penalties and/or possible sanctions against the contractor.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Montebello, State of California **this ____ day of _____, 2020.**

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 28th day of October , 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: **Approve Resolution for Annual Investment Policy Update**

DATE: October 28, 2020

RECOMMENDATIONS:

It is recommended that the City Council Adopt a Resolution updating the Investment Policy Statement for the City and Successor Agency to match current Government Code and to expand the membership of the Investment Committee.

BACKGROUND

State Government Code requires cities to have a City Council approved investment policy that guides the investment of idle cash. The policy is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate goal of the policy is to enhance the economic status of the City while protecting funds under management and meeting daily cash flow needs.

The City of Montebello has an investment policy statement was most recently updated on August 28, 2019. Government Code requires an annual review and approval of the investment policy statement – even if no changes are made. The 2019 update was the first time the City’s investment policy was updated since 2011, with a previous update done in 2007. The irregular nature of review and updating of the policy required a much more thorough review this time around, leading to a much needed update of the entire policy.

This update of the policy serves three purposes:

1. Further refine and update the allowable investments per Government Code Section 53601 et al
2. Ensure language from current statutes and laws governing the investment of public funds is incorporated into the policy (changes since January 1, 2020, as well as prior year changes not incorporated in prior versions)

APPROVE RESOLUTION FOR ANNUAL INVESTMENT UPDATE

Page 2 of 4

3. Implement City Council direction to expand the Investment Committee from five (5) to seven (7) members and rename it the “Fiscal Accountability and Investment Committee”

Abiding by State code and making an annual presentation of the investment policy is just one of the many efforts Management is undertaking to improve financial management throughout the City. Annually reviewing and updating the investment policy ensures the latest changes to laws governing the investment of idle cash are incorporated. Additionally, regular review allows much needed updates to language guiding allowable investments to be made, helping the City maintain the safety, liquidity and yield of its idle cash. The ultimate goal is to have the annual investment policy review and update coincide with budget adoption (i.e., June of each year).

Policy Updates – Types of Investments

The City and Successor Agency maintain over sixty-four million in pooled cash between various accounts (June 30, 2020, latest audited data available). The majority of the City’s idle cash is invested with the State Treasurer’s Local Agency Investment Fund (LAIF). There are also funds on deposit with the City’s bank, and various other short-term investments. The City maintains adequate cash reserves in a general checking account to meet weekly accounts payable and payroll needs. Finance Department staff maintains an adequate balance in the bank account and sweep any unneeded funds to LAIF for safekeeping and higher yield opportunities.

Due to the infrequent nature of previous updates and revisions to the investment policy – only three times in the past twelve years has the policy been revised and approved – the types of investments allowed is severely limited. State Government Code has a strict limit on the types of investment vehicles that can be used for public funds. However, the diversity of the investments per Government Code Section 53601 et al is such that public agencies can utilize the full breadth in order to ensure the safety, liquidity and yield of idle cash.

Prior and current iterations of the City’s investment policy have severely limited the breadth and scope of investments allowed. These limits do not allow the City to take full advantage of the diversity of investments allowed by Government Code, jeopardizing Staff’s ability to move funds based on external economic conditions, current cash need or other reasons.

The current investment portfolio is far from diversified, providing sufficient liquidity through LAIF but having over five million dollars invested in term certificates of deposit (CD) that do not allow for liquidity without early withdrawal penalties or the proper laddering of investments. The lack of sophistication in the investment policy does not permit a quick pivot when economic conditions dictate. For example, the current pandemic and its ensuing negative impacts on the economy would have been a proper time to shift idle cash to different types of shorter term investments in order to provide extra security and needed liquidity, while not sacrificing yield.

APPROVE RESOLUTION FOR ANNUAL INVESTMENT UPDATE

Page 3 of 4

However, the current investment policy does not allow for such a pivot, placing the City in a difficult position should greater liquidity have been needed. (That is, having several million dollars in term CDs unnecessarily limits liquidity and concentrates investment in one type of vehicle.) Fortunately, the City has sufficient idle cash to meet current and future needs and did not need to find other means of immediate cash. But the pandemic and its impacts to the economy provided a good opportunity to re-examine current investment policy language and make necessary adjustments to allow for greater diversity of investment tools.

The updated policy (Attachment 2) fully incorporates Government Code Section 53601 et al allowable investments. Having the ability to further diversify funds, and improve safety and liquidity while also gaining some yield is a prudent move. Staff will work with the City Treasurer and Investment Committee in coming months to further diversify the City's investment portfolio, improving overall financial management and responsiveness of the portfolio to changing economic conditions.

City Council Study Session Direction

This update also implements direction from the City Council received at the Special Study Session of September 11, 2020. At that Study Session – held to review all Commissions and Committees – the City Council directed Staff to increase membership on the Investment Committee from five (5) members to seven (7). The additional two members will allow for an annual review of the City's financial performance, and satisfy Section 19 of the Measure H (Transaction and Use Tax) ordinance that speaks of Accountability.

The updated composition of the newly christened “Fiscal Accountability and Investment Committee” will continue to allow each City Councilmember to appoint a Committee member of their own (Section 19 of the attached updated investment policy, Attachment 2). There will be no change to that appointment process, as it is currently directed in the existing Investment Policy Statement. The additional two members being added per City Council direction will be nominated and approved by a majority vote of the entire City Council.

The updated Section 19 (Attachment 2) will now read as follows:

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

APPROVE RESOLUTION FOR ANNUAL INVESTMENT UPDATE

Page 4 of 4

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City's investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

The Fiscal Accountability and Investment Committee will continue to meet quarterly, with one of the quarterly meetings (i.e., April) being used for the annual review of the City's financial performance, as per Section 19 of the Measure H ordinance. Staff will prepare quarterly investment reports and budget performance information for presentation to the newly expanded Committee.

FISCAL IMPACT

Approval of the updated Investment Policy Statement has no immediate fiscal impact. However, expanding the universe of allowable investments per Government Code Section 53601 et al could allow for additional yield on the more than \$64 million in idle cash in the City's portfolio. The tenets of safety and liquidity will always be followed, but having greater diversity of investments from which to choose could provide additional revenue in the long run.

SUMMARY

The City Council is being asked to approve a Resolution updating the Investment Policy Statement of the City and Successor Agency. This proposed update fully incorporates the universe of investments allowed by Government Code and increases the number of members on the Fiscal Accountability and Investment Committee as directed by the City Council at a Special Study Session on September 11, 2020.

ATTACHMENTS:

1. Resolution
2. Investment Policy Statement of the City and Successor Agency

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING AN UPDATED INVESTMENT POLICY
STATEMENT FOR THE CITY AND SUCCESSOR AGENCY

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on August 28, 2019; and

WHEREAS, the Investment Policy Statement requires updating to incorporate recent changes to statutes guiding investment of public funds and to incorporate changes to the composition of the Fiscal Accountability and Investment Committee (formally Investment Committee) as directed by the City Council at a Special Study Session held on September 11, 2020; and

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

Section 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

Section 2. Membership of the Fiscal Accountability and Investment Committee, as created by Section 19 of the Investment Policy, shall be increased to seven (7) members.

Section 3. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

Section 4. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 28th day of October , 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk



City and Successor Agency Montebello

Investment Policy Fiscal Year 2020-21

**Adopted by City Council
October, 2020**

City/Successor Agency of Montebello
Investment Policy

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1. INTRODUCTION

This Statement of Investment Policy (“Investment Policy” or “Policy”) is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to “City” is inclusive of the “Successor Agency.”)

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer's report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
 - U.S. Treasury Securities: 110%
- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
 - U.S. Treasury Securities: 102%
 - U.S. Government Agencies: 102%
- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.
- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.
- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S. Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A’ rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

- A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.
- B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.
- C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.
- D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.
- E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.
- F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of \$500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as

provided by a NRSRO. Purchase of commercial paper from corporations on negative credit watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

- G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.
- H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.
- I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.
- J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.
- K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at \$1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.
- L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
- M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

- N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
- O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated “AA” or better by an NRSRO and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City’s investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City’s investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The

portfolio report shall include a statement certifying the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account-holders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Arnold M. Alvarez-Glasman City Attorney

SUBJECT: **Introduce Ordinance Amending Chapters 2.30, 2.36, 2.40, 2.44, and 2.46 of the City of Montebello Municipal Code Pertaining to Advisory Commissions and Committees**

DATE: October 28, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Review, waive reading the ordinance in its entirety and introduce an ordinance amending Chapters 2.30, 2.36, 2.40, 2.44, and 2.46 of the City of Montebello Municipal Code (MMC) reorganizing the City's Advisory Commissions and Committees

BACKGROUND

On September 11, 2020, the City Council for the City of Montebello conducted a Special City Council Study Session to review the structure of the City's Advisory Commissions and Committees. At that meeting, the City Council provided direction regarding recommend changes to the MMC as reflected in the power point presentation attached hereto as Attachment A.

ANALYSIS

The proposed changes are summarized as follows:

Recreation & Community Services

- Rename Commission as Parks and Recreation Commission
- Consolidate Golf Course and the Culture and Recreation Commission into the new Commission. Create a separate Golf Committee which will report recommendations to the Parks and Recreation Commission on to City staff.

Youth Commission

Change frequency of meeting to quarterly

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 28, 2020
**INTRODUCE ORDINANCE AMENDING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46
OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY
COMMISSIONS AND COMMITTEES**

Page 2 of 2

Civil Service Commission

- Changing name to Personnel Advisory Commission
- Only advise the City Council on matters concerning termination of personnel

Planning Commission

Change member to five (5) members from seven (7)

Traffic and Safety Committee

- Eliminate the current Traffic and Safety Commission to be replaced with a new Traffic Committee to hear appeals of traffic control measures requested by the public
- Committee shall consist of existing City employees such as Chief of Police, City Manager, City Engineer, and the City Attorney or others designated

FISCAL IMPACTS

The proposed Ordinance is anticipated to have significant expenditure reduction impacts to the City of Montebello in the form of staffing, legal and enforcement costs.

SUMMARY:

That the City Council adopt the proposed ordinance revisions in accordance with the changes proposed by the City staff and directed by the City Council. The proposed revisions will streamline the existing Commission and committee process and provide for more efficient government operations.

ATTACHMENT(S):

- A. September 11, 2020 Power Point presentation
- B. Ordinance



Overview and Recommended Changes to City Commissions

September 11, 2020
Special City Council Study Session

Composition

CURRENT COMPOSITION				
COMMISSIONS	MUNICIPAL CODE APPOINTMENTS	ACTUAL APPOINTMENTS	CURRENT VACANCIES	STIPEND
Civil Service	7	5	1	\$50 per meeting
Investment Committee*	7	3	2	\$0 - None
Planning	7	5	0	\$50 per meeting x2
Recreation & Community Services:				
• Culture & Recreation	7	5	0	\$50 per month
• Youth	5	5	0	\$50 per month
• Golf Course	7	3	2	Free play (once a month one round with a golf cart on a weekday)
Traffic	7	4	1	\$50 per meeting
*Committee, not a Commission				

Commission Expenses

<u>COSTS INCURRED</u>				
COMMISSION	ATTORNEY FEES	CONSULTANT FEES	STAFF TIME	*OTHER EXPENSES
Civil Service	X	X	X	X
Investment Committee	X	X	X	X
Planning	X	X	X	
Recreation & Community Services				
- Culture & Recreation				
- Youth				
- Golf Course	X	X	X	X
Traffic	X	X	X	X

**Other Expenses include: stipends for each meeting, hourly court reporter fee, hourly court reporter transcription fee, traffic studies, etc.*



Recreation & Community Services Department Commissions

- *Culture and Recreation Commission*
 - Youth Commission
 - Golf Course Commission

Culture and Recreation Commission Background

- * Established through Chapter 2.30 of the Montebello Municipal Code, last updated 1997:
 - * The culture and recreation commission shall advise the city council on matters relating to parks, recreation, human services and the fostering and stimulation of the general arts and cultural development of the city of Montebello.
- * Five-member body
- * Appointed by City Council members
- * Commission is made up of sub-committees:
 - * Sports, Beautification Day, Grants, Arts & Culture and Programs/Special Events
- * Actionable items include: setting dates/locations for Community Beautification Dates and recommending programs/events for consideration of staff and Council

Culture and Recreation Commission

Roles and Responsibilities

- * Advises the City Council regarding activities oriented toward recreational activities that pertain to the standard leisure needs of people of all ages, and such programs and services that would provide special programs and resources basic to the life needs of residents.
- * The commission shall be afforded the opportunity to review all capital improvement projects relating to parks, recreation and human services, so as to provide input to the City Council.
- * Make recommendations to the city council regarding various arts and cultural programs. Such programs shall include topics relating to fine arts and applied arts; music, drama, dance, city history, civic beautification, cultural heritage and literature. As part of this duty, the commission may: (1) conduct studies and prepare reports for the city council regarding programs designed to further arts and culture for citizens residing within the community; (2) initiate and formulate plans of worthwhile arts and cultural programs or projects; (3) coordinate and partner with various arts and cultural groups to develop programs, projects or activities within the community; and (4) publicize and disseminate information regarding forthcoming arts and cultural programs, projects, activities or events.
- * From time to time, other duties may be directed by the City Council.

Youth Commission Background

- * Established through Chapter 2.30 of the Montebello Municipal Code:
 - * The Youth Commission shall advise the City Council on matters relating specifically to youth. This includes activities oriented toward educational, recreational and civic programs, and those activities that pertain to life issues, thus addressing the educational and leisure needs, creating awareness and improving quality of life for our youth.
- * Five-member body and five alternate members
- * All members appointed by City Council
- * Commission is made up of one sub-committee:
 - * Special Events Committee
- * Last meeting was February (pre-COVID-19)
- * Monthly meetings held on the second Tuesday of the month at 4:30 p.m.
- * Meetings are mostly informative with recommendations made for items such as City Council Shadow dates and Career/College Fair, youth/education oriented seminars and programs.

Youth Commission

Roles and Responsibilities

- * Advising the city council on matters relating specifically to youth. This includes activities oriented toward educational, recreational and civic programs, and those activities that pertain to life issues, thus addressing the educational and leisure needs, creating awareness and improving quality of life for our youth.
- * Identifying and publishing educational opportunities for youth and the development of youth leadership.
- * Performing such other duties, as may from time to time be directed by the city council.

Golf Course Commission Background

- * Established through Chapter 2.30 of the Montebello Municipal Code:
 - * The golf course commission shall advise the city council on matters relating to the municipal golf course.
- * Five-member body
- * Appointed by City Council members
- * Compensation for meeting attendance is complimentary golf play at the Montebello Golf Course
- * Monthly meetings held on the third Wednesday of the month at 6:30 p.m.
- * Meetings are mostly informative, the commission reviews operation and revenue reports and various recommendations regarding the Golf Course are made.

Golf Course Commission

Roles and Responsibilities

- * To advise the city council and municipal services department on matters relating to the use, maintenance, improvement, promotion and operations of the municipal golf course, as well as to agreements involving or relating to the municipal golf course.
- * To promote the marketing and use of the golf course as a recreation facility and income source for the city of Montebello.
- * From time to time, other duties may be directed by the city council.

Recreation Department Commissions

Staff Time Investment

- * Each Commission Meeting (3 meetings per month)
 - * Administrative Secretary: 4 hours of agenda preparation, 3 hours of agenda minutes preparation, 3 hours of meeting prep/attendance
 - * Community Services Coordinator(s): 2 hours of agenda preparation and up to 8 hours for committee meetings, 2 hours of meeting prep/attendance
 - * Department Director: up to 4 hours of agenda preparation, up to 8 hours for committee meetings and 2 hours for meeting attendance

Recommendations

- * Consolidate the three Commissions into one “Parks and Recreation Commission”
- * Five-member body appointed City Council
- * One Ex-Officio youth member appointed by Mayor to advise the Commission on matters relating to the educational and recreational needs of youth in the community
- * Golf Commission duties/information/reports to be addressed through a Golf sub-committee as a part of the Parks and Recreation Commission



Planning Commission

Established pursuant to Chapter 2.30 et seq. and Chapter 2.40 et seq. of the Montebello Municipal Code consistent with State law

Background

- * On July 19, 1994, Ordinance No. 2106 was approved by the City Council establishing provisions in the Municipal Code requiring the Planning Commission to consist of nine members appointed by the City Council
- * On March 18, 1997, Ordinance No. 2158 was approved by the City Council, amending Section 2.40.020 of the Montebello Municipal Code, requiring the Planning Commission to consist of seven members appointed by the City Council
- * Mandated by State law with powers and duties provided in Title 7 of the California Government Code
- * Planning Commission Municipal Code updated 2008
- * Regular meetings are held on the first and third Tuesday of every month (As of March 2020, meetings have been held virtually)
- * Actions are appealable to the City Council

Roles and Responsibilities

- * Implement the General Plan, Housing Element, and Zoning Code
- * Oversees development review; on average, 25 to 60 discretionary cases are processed annually for Planning Commission action
- * Acts in an advisory role to City Council on planning-related issues
- * Facilitate public hearings and community engagement
- * Meetings have been conducted regularly during COVID-19

Recommendation

- ❖ Amend Section 2.40.020 of the Montebello Municipal Code to reflect the existing membership of five members of the Planning Commission



Traffic and Safety Commission

Established pursuant to Chapter 2.30 et. seq. and Chapter 2.40 et. Seq. of the Montebello Municipal Code consistent with State Law

Background

- * Seven members appointed by City Council
 - * Currently five members (4 filled, 1 vacant)
- * 4-year term
- * Municipal Code last updated 2008
- * Meetings on 1st Wednesday of the month

Roles and Responsibilities

(as per MMC Title 10)

- * Functions delegated or directed by the City Council
 - * City Council is appellate body
- * Recommend to C.C. installation of traffic signals
- * Recommend to C.C. designation of one-way streets
- * Recommend to C.C. vehicle weight restrictions
- * Recommend to C.C. designation of preferential parking districts
 - * Hearing body for revocation of parking permits

Roles and Responsibilities (cont'd)

(as per MMC Title 10)

- * Approval of stop sign installations
- * Determination of vehicle turning restrictions
- * Designation of no-parking zones by resolution¹
 - * Schools, narrow streets, loading, bus, hour/day restrictions, time limitation
- * Designation of marked pedestrian crosswalks¹

1. Does not specify consultation with the Director of Public Works

Roles and Responsibilities (cont'd)

(as per MMC Title 10)

* Director of Public Works Authority

Power and duty to place, remove, relocate and maintain official traffic control devices, including as part of capital improvement projects. No person, other than the Director of Public Works or designee, shall install, place, damage or remove any traffic control device (MMC 10.16.010 and 10.20.050)

Agenda Topics

* March 2019 – March 2020

- * Curb Markings - 4
- * Blue Curb – 9
- * Parking - 3
- * Traffic Calming – 1
- * Traffic Signage – 6
- * Traffic Striping Control – 3
- * Stop Sign – 8
- * Traffic Signal – 1
- * Crosswalk - 1
- * Policy - 2
- * Traffic Study– 4
- * Presentation - 5

Surrounding Cities

- * Whittier – Parking and Traffic Commission
- * Pico Rivera – N/A
- * Downey – Public Works Committee
- * Bell Gardens – Traffic and Safety Commission
- * Commerce – Traffic Commission
- * Monterey Park – Traffic Commission
- * Rosemead – Traffic Commission

Recommendations

- * Update scope of duties/authority
 - * Which specific items are the purview of the Commission?
- * Update policies for City Council adoption
 - * Implementation would be at staff level and Commission is the appellate body
- * Update municipal code accordingly



Civil Service Commission

*Established through Ordinance No. 652 on February 1955
under Council/City Administrator form of government*

Background

- * Ordinance No. 652 formally established:
 - * The Civil Service Commission
 - * The role of the Personnel Officer
 - * The Classified Service
 - * The Civil Service Rules & Regulations
- * Civil Service Commission meetings are held on the 4th Tuesday of the month, as agenda items occur.
- * Municipal Code last updated 1997
- * Last meeting was February 06, 2020 (pre-COVID-19)
- * There were five meetings held in 2019

Roles and Responsibilities

- * Hear appeals submitted by any person in the classified service relative to any disciplinary action, dismissal, demotion or alleged violation of the Civil Service Rules and Regulations, and to certify its findings and recommendations as provided by this chapter.
- * Make recommendations to the City Council when amending the City's Classification Plan for positions in the classified service.

Recommendations

- * Continue as an advisory commission (Personnel Advisory Commission) to the City Council for matters only related to terminations.
- * The following would remain in accordance with the Civil Service Rules and Regulations:
 - * Proceeding before the Commission shall be a de novo hearing.
 - * The employee may appear through an attorney or other qualified person at the stage of the commission appeal.
- * Similar to other cities under Council/City Manager form of government such as: Downey, Irvine, Bell Gardens, Norwalk, Arcadia, West Covina, El Monte, Covina, Pico Rivera, and Monterey Park.



Investment Committee

Established through Investment Policy
Not included with other “Advisory Commissions” in
Chapter 2.30 of Municipal Code
Initially created September 1986 (Res. No. 86-123)

Background

- * Investment Statement Policy, Section VI:
 - * “The City Council will appoint an Investment Committee composed of five citizens... This committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City’s investment program...”
- * Last meeting was January 13, 2020 (pre-COVID-19)
- * Held quarterly meetings in 2019
- * Most significant action:
 - * Directed update of City’s Investment Policy Statement, August 2019
 - * First update to the policy since 2011
- * State Government Code requires ANNUAL review of investment policy statement

Measure H

- * Ordinance establishing Measure H includes
“Section 19, Accountability:”
 - * “The City’s expenditure of the proceeds of the taxes imposed by this Ordinance shall be reviewed annually in conjunction with, and as a part of the City’s annual financial audit, and the results of such review shall be made available for inspection by the public.”

Measure H Accountability

- * “Accountability” requirement satisfied 3 ways:
 - * Annual Budget
 - * Annual Audit (CAFR)
 - * Quarterly Budget Updates

Recommendation

- * Continue meeting quarterly
- * Include annual review of audited financial statements with one of the quarterly meetings
 - * E.g., January or April meeting (when CAFR available)
 - * Opportunity to review prior year expenditures
 - * Focus on General Fund and use of all revenues (including Measure H Transaction and Use Tax)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING OR DELETING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state;

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City;

WHEREAS, the current City Commissions consist of the Civil Service Commission, Culture and Recreation Commission; Golf Course Commission, Planning Commission, Traffic and Safety Commission, and the Youth and Education Commission;

WHEREAS, the City Council desires to amend the Montebello Municipal code to reflect the desired changes to the Commissions and Committee structure.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals

The City Council finds and declares that the foregoing recitals are true and correct and incorporates said recitals fully into this Ordinance as findings.

SECTION 2. Chapter 2.30 of the Montebello Municipal Code is hereby amended as follows:

2.30.010 - Advisory commissions established.

A. The city council establishes ~~six~~ the following commissions or committees to serve the city, identified as follows and collectively referred herein as the "commissions" or "committees":

- ~~1.Civil service~~ Personnel advisory commission;
- ~~2.Culture~~ Parks and Recreation commission;
- ~~3.Golf course~~ ~~commission~~;
- ~~4~~3.Planning commission;
- ~~5~~4.Traffic and Safety committee;
- ~~6~~5.Youth and education commission.

B. Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council, or as a delegation to the commissions, of any authority or discretionary powers vested and imposed by law in the city council. The city council declares that the public interest, convenience, welfare and necessity require the establishment of the commissions to act in a purely advisory capacity, for the purposes set forth herein this chapter

2.30.070 - Members—Compensation.

~~Except for members of the golf course commission, m~~Members of a commission shall be entitled to such compensation as determined by the city council by resolution. ~~Members of the golf course commission shall be compensated with free play at the Montebello golf course, providing that starting times are available.~~ Commissioners will only be compensated for meetings attended.

(Ord. 2322 § 1 (part), 2008)

2.30.080 - Meetings—Frequency and place.

A. ~~Except for the golf course commission, each of the commissions shall hold regular meetings, at least once per calendar month, at a day and time approved by resolution of the commission. The Youth commission shall meet quarterly. The golf course commission shall hold regular meetings at least once every two months.~~

B. Meetings shall be held at city hall located at 1600 W. Beverly Boulevard, Montebello, California or at another location allowed by law.

C. All meetings, including adjourned meetings and special meetings, shall be held in the manner provided for in the Ralph M. Brown Act, as set forth in California Government Code Section 54950 et seq., and as may be amended from time to time.

2.30.120 - Duties—Culture Parks and recreation commission.

The ~~culture~~ parks and recreation commission shall advise the city council on matters relating to parks, recreation, golf, human services and the fostering and stimulation of the general arts and cultural development of the city of Montebello. The ~~culture~~ parks and recreation commission shall perform the following duties:

A. ~~Advise~~ing the city council regarding activities oriented toward recreational activities that pertain to the standard leisure needs of people of all ages, and such programs and services that would provide special programs and resources basic to the life needs of residents.

B. The commission shall be afforded the opportunity to review all capital improvement projects relating to parks, recreation and human services, so as to provide input to the city council.

C. Make recommendations to the city council regarding various arts and cultural programs. Such programs shall include topics relating to fine arts and applied arts; music, drama, dance, city history, civic beautification, cultural heritage and literature. As part of this duty, the commission may: (1) conduct studies and prepare reports for the city council regarding programs designed to further arts and culture for citizens residing within the community; (2) initiate and formulate plans of worthwhile arts and cultural programs or projects; (3) coordinate and partner with various arts and cultural groups to develop programs, projects or activities within the community; and (4) publicize and disseminate information regarding forthcoming arts and cultural programs, projects, activities or events.

D. Advise the city council and the Recreation & Community Services Department on matters relating to the use, maintenance, improvement, promotion and operations of the municipal golf course, as well as to agreements involving or relating to the municipal golf course, and promote the marketing and use of the golf course as a recreation facility and income source for the city of Montebello. Two (2) members of the Parks and Recreation Commission shall be selected to serve on a separate Golf Sub-Committee.

E. From time to time, other duties may be directed by the city council.

2.30.130 - Duties—Civil service Personnel advisory commission.

The powers and duties of the ~~civil service~~ Personnel advisory commission shall be:

~~A. Pursuant to the rules set forth in Chapter 2.60 herein, to hear appeals submitted by any person in the classified service relative to any disciplinary~~

~~action, dismissal, demotion or alleged violation of Chapter 2.60 or the civil service rules, and to certify its finding and recommendations.B.In any investigation or hearing conducted by the commission, it shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoenas issued in the name of the city and attested by the city clerk. It shall be the duty of the police chief to cause all such subpoenas to be served, and refusal of a person to attend or to testify in answer to such subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council. Each member of the commission shall have the power to administer oaths to witnesses. The commission shall afford every witness the opportunity to be heard.C.To publish or post notices of tests for positions in the classified service; to receive application therefore; to conduct and grade tests (this duty and function may be contracted as provided in Section 2.60.280 of this title); to certify to the appointing authority a list of all persons eligible for appointment in the appropriate position in the classified service. The commission shall cause the duties imposed upon it by this subsection to be performed by the personnel office for the commission. In the performance of such duties so delegated by the provisions of this subsection, the personnel officer shall be subject to the direction and control of the civil service commission.D.When required by the city council, the commission shall hold hearings and make recommendations on any matter of personnel administration, within the limits of such request.E.To advise the city council on all matters and problems concerning personnel administration.F.From time to time other duties may be directed by the city council.~~

~~(Ord. 2322 § 1 (part), 2008)~~

- A. To advise the city council on all matters concerning termination of personnel.
- B. Any proceeding before this commission shall be a de novo hearing.
- C. The employee may appear through an attorney or other qualified person at the level of commission appeal.

~~2.30.140 – Duties—Golf course commission.~~

~~The duties of the golf course commission shall be as follows:~~

- ~~A. To advise the city council and the municipal services department on matters relating to the use, maintenance, improvement, promotion and operations of the municipal golf course, as well as to agreements involving or relating to the municipal golf course.~~
- ~~B. To promote the marketing and use of the golf course as a recreation facility and income source for the city of Montebello.~~
- ~~C. From time to time other duties may be directed by the city council. (Ord. 2322 § 1 (part), 2008)~~

2.30.160 – [DELETED. REFER TO MMC CHAPTER 2.44]

SECTION 3. Chapter 2.36 of the Montebello Municipal Code is hereby amended as follows:

Chapter 2.36 - PARKS AND RECREATION COMMISSION

2.36.010 - Created—Members—Term.

There is created a parks and recreation commission, of, and for, the city, which shall be composed of seven five members. All members of the commission shall be appointed by the city council. An individual shall be eligible for appointment to the

commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

2.36.030 - Powers and duties.

The parks and recreation commission shall be, for all purposes, an advisory commission to the city council for matters relating to parks and recreation. This includes activities oriented toward standard education, employment, recreation, and those activities that pertain to the standard leisure needs of people under fifty years of age. It shall also advise the city council on all matters relating to the use, maintenance, improvement, promotion, operations and agreements involving the municipal golf course, and for agreements relating to the municipal golf course.

SECTION 4. Chapter 2.40 of the Montebello Municipal Code is hereby amended as follows:

2.40.020 - Member—Term—Appointment— Removal.

The planning commission of this city shall consist of ~~seven~~ five members. Each commissioner shall be appointed for a term not to exceed four years; provided that the city council shall stagger terms of office; or portions of terms of office at such times as it shall deem necessary, so as to provide for continuity in the membership of the commission. Each city council member shall be entitled to appoint one commissioner from among qualified residents in accordance with this section. Before taking office, each commissioner shall be confirmed by a majority vote of the city council. ~~All members of the commission shall be appointed by the city council.~~ An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

SECTION 5. Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

Chapter 2.44 – TRAFFIC COMMITTEE AND SAFETY COMMISSION*

2.44.010 - Created.

There is created a ~~traffic and safety commission~~ committee for the city as follows.

2.44.020 - Members—Appointment—Removal.

~~The traffic and safety commission of this city shall consist of seven members. Members shall be appointed for terms not to exceed four years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the commission. An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.~~

The Traffic Committee shall consist of the following designated officers and employees of the City, or their duly authorized deputies or assistants, who are hereby appointed and directed to serve thereon without additional compensation therefor during their respective terms of office or employment:

- (A) The City Manager;
- (B) The Police Chief;
- (C) The City Engineer; and
- (D) The City Attorney.

2.44.030 - Officers—Meetings.

The organization of this committee shall be:

A. ~~Officers. The commission shall select one of its numbers as chairperson and one of its numbers as vice chairperson of the commission for a term, respectively, of one year. The director of public works or his/her designee shall act as the secretary to the commission. Notices. Meetings of the Traffic Committee shall be held whenever necessary to properly and expeditiously carry out the powers and duties delegated to the Traffic Committee. Each member of the Traffic Committee shall have the power to call a meeting thereof, and each member shall be entitled to receive a notice of every such meeting.~~

B. ~~Meetings. The commission may normally hold at least one regular meeting each calendar month, at such time and place as the secretary of the commission shall designate for the commission. The commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. Quorum. Two (2) members shall constitute a quorum for the conduct of any business of the Traffic Committee. All actions or recommendations of the Traffic Committee which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any two (2) members thereof.~~

C. ~~Minutes. The Traffic Committee shall maintain a minute record of its proceedings in which shall be recorded the date, time, and place of each meeting, the name of each member present, and the action, if any, taken on each item of request or referral. A copy of such record shall be filed with the City Clerk. Absence from Meetings. If any member of the commission shall be absent from three successive regular meetings of the commission, without cause, the office of such member shall be deemed to be vacant. The secretary of the commission shall immediately inform the city council of such.~~

D. ~~Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the commission in advance of such regular meeting, shall be deemed an absence for cause.~~

(Ord. 2058 § 1 (part), 1991; prior code § 3201.02 (part))

2.44.040 – Powers and Duties.

~~The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council. In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the Traffic Committee shall serve as the hearing body for appeals filed by applicants whose request for a traffic control device, traffic calming device, parking restriction, or painted curb has been denied by the Director of Public Works in accordance with adopted policy.~~

2.44.050 – Compensation Standards for exercising powers and duties.

~~Members of the traffic and safety commission shall be entitled to such compensation as may, by resolution, be determined by the city council. The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the Traffic Committee has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to insure public safety and convenience. In each instance, such determination shall consider the professional opinion of the City Traffic Engineer based upon one or more of the following:~~

____ (A) Available traffic information or studies;

____ (B) Field observations;

____ (C) Vehicular traffic or pedestrian counts;

____ (D) Established traffic engineering principles, standards, and practices; and

____ (E) Traffic engineering surveys or studies.

(Ord. 2058 § 1 (part), 1991: prior code § 3201.02 (part))

2.44.060 - Appeals from decision of commission.

~~A. Any person aggrieved by the decision of the city traffic and safety commission may, not later than fifteen days following the rendering of the decision by the city traffic and safety commission, file a written letter of appeal with the city clerk, appealing the decision of the city traffic and safety commission to the council; or, the council, may upon motion, determine to review the decision of the city traffic and safety commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision. B. Upon notification by the clerk of such appeal, the secretary of the city traffic and safety commission shall transmit to the clerk of the city traffic and safety commission's file with reference to the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten days' written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic safety commission's decision. The determination of the council shall be final and conclusive.~~

(Ord. 2058 § 1 (part), 1991: prior code § 3201.02 (part))

(A) Filing. Any person aggrieved by any decision or action of the Traffic Committee or of any person charged with carrying out the orders of the Traffic Committee may appeal such decision or action by filing a written protest with the City Clerk who shall submit such protest to the Council at its next regular meeting.

(B) Council action. Upon the receipt of any protest, or upon its own motion, the Council may take such action regarding any decision, recommendation, or action of the Traffic Committee or concerning any matter referred to it as the Council may determine to be in the best public interest. The decision of the Council concerning any action, decision, or recommendation of the Traffic Committee shall be final and determinative of the issues. If any specific action, decision, or recommendation of the Traffic Committee, or any person charged by the provisions of this article with carrying out its orders, is subsequently reviewed and set aside by the Council, no further action shall be taken thereon except upon a direct order of the Council.

2.44.070 - Hearings—Form.

Neither the city traffic committee and safety commission nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The city traffic and safety commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

2.44.080 – Temporary powers and duties of the Police Chief

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the Traffic Committee when such temporary action shall be necessary to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the Traffic Committee or the Council.

\
SECTION 6. Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

Chapter 2.46 – GOLF COURSE COMMISSION

2.46.010 – Created—Members—Term.

~~The golf course commission of this city shall consist of seven members, each of which shall be appointed by the city council. Members shall be appointed for terms not to exceed four years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the commission. An individual shall be eligible~~

~~for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.~~

~~(Ord. 2201 § 1, 1999; Ord. 2158 § 5, 1997; Ord. 2130 § 1 (part), 1995)~~

~~2.46.020 – Members—Term.~~

~~Each commissioner shall be appointed for a term not to exceed four years; provided that the city council shall stagger terms of office; or portions of terms of office at such times as it shall deem necessary, so as to provide for continuity in the membership of the commission.~~

~~(Ord. 2158 § 6, 1997; Ord. 2130 § 1 (part), 1995)~~

~~2.46.030 – Powers and duties.~~

~~The golf course commission shall be, for all purposes, an advisory commission to the city council and the department of parks and recreation for matters relating to the use, maintenance, improvement, promotion, operations and agreements involving the municipal golf course, and for agreements relating to the municipal golf course.~~

~~(Ord. 2130 § 1 (part), 1995)~~

~~2.46.040 – Meetings—Frequency—Place.~~

~~The commission shall hold regular meetings at least once every three months at the city hall at 1600 W. Beverly Boulevard, Montebello, California, or at another location designated by resolution of the commission. Special meetings may be called as needed.~~

~~(Ord. 2130 § 1 (part), 1995)~~

~~2.46.050 – Meetings—Absence from.~~

~~A. If a member of the commission shall be absent from three consecutive regular meetings of the commission, without cause, the office of such member shall be deemed to be vacant. The secretary of the commission shall immediately inform the city council of such vacancy. B. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the commission in advance of such regular meeting, shall be deemed an absence for cause.~~

~~(Ord. 2130 § 1 (part), 1995)~~

~~2.46.060 – Quorum—Officers.~~

~~A majority of the commission shall constitute a quorum for the purposes of transacting business. The commission shall annually select one of its members to act as chairperson and one of its members to act as vice chairperson. The terms of office of both the chairperson and vice chairperson shall be for a period of one year.~~

~~(Ord. 2130 § 1 (part), 1995)~~

~~2.46.070 – Records.~~

~~The secretary of the commission shall keep a record of all the proceedings, resolutions, findings, determinations and transactions of the commission, which record shall be a public record, and a copy of which record shall be filed with the city clerk.~~

~~(Ord. 2130 § 1 (part), 1995)~~

~~2.46.080 – Advisory capacity.~~

~~Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council or the department of parks and recreation, or as a delegation to the commission of any of the authority or discretionary powers vested and imposed by law in the city council or the department of parks and recreation. The city council~~

~~declares that the public interest, convenience, welfare and necessity require the appointment of a golf commission, to act in a purely advisory capacity to the city, for the purposes enumerated in this chapter.~~

SECTION 7. Chapter 2.476 of the Montebello Municipal Code is hereby amended as follows:

2.76.040 - Meetings—Frequency—Place.

That the commission shall hold regular meetings, at least once per ~~month~~ quarter, at the city hall at 1600 W. Beverly Boulevard, Montebello, California, and may hold such additional meetings at the place as it may deem necessary or expedient. Each commissioner shall attend other commission meetings and city council meetings on rotation basis as a method of gaining valuable insight to the functions of the government process.

SECTION 8. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 9. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this ____th day of _____, 2020.

ATTEST:

CITY OF MONTEBELLO

Irma Barajas, Clerk

Salvador Melendez, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ORDINANCE NO. _____

Page 9 of 9

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2020, and duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the _____ day of October, 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Arlene Salazar, Assistant City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney
Christy M. Garcia, Deputy City Attorney
Gloria V. Ramirez, Deputy City Attorney

SUBJECT: Municipal Code Amendment - Adoption of City Logos and Protection

DATE: October 28, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Introduce and conduct a first reading, unless waived, an Ordinance Amending Chapter 1.16 "City Seal" of Title 1 "General Provisions" of the Montebello Municipal Code.
2. Take such additional, related, action that may be desirable.

DISCUSSION

The City seal, logo, badges, and other identifiable markings represent the City of Montebello exclusively. It is important to protect the City's identity illustrated through these unique graphic images. The City's various identifiable marks, seal, logo, badges and other identifiable graphics are not protected sufficiently enough under the City's current Municipal Code ("Code"). For example, the Code does not expressly provide for the protection and unauthorized use of the City's letterhead, and Montebello Fire Department's, Montebello Police Department's or Montebello Bus Line's logos, badges and other identifiable insignia. Accordingly, staff prepared a legally binding ordinance to protect the City's seal, logo, badges, and other identifiable markings from unauthorized use.

The attached draft Ordinance would establish regulations for use of graphic images limited utilization by City, its employees, and officials for official City business within the scope of official City duties. No other persons may use, adopt, alter, or reproduce the official City seal, logo, badges and identifiable markings without the express written authorization of the City Clerk or designee.

MUNICIPAL CODE AMENDMENT – ADOPTION OF CITY LOGOS AND PROTECTION

Page 2 of 2

A violation of any provision of this Ordinance or failure to comply with any mandatory requirements may be enforced through, criminal, civil, administrative, injunctive, or other relief available by law.

FISCAL IMPACT

The Amendment to the Ordinance has no fiscal impact.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

SUMMARY

City staff recommends that the City Council approve the draft Ordinance Pertaining to Use of the City's Logos, Seals, Badges and Other Identifiable Markings

ATTACHMENTS

- A. Draft Ordinance- Pertaining to Use of the City's Logos, Seals, Badges and Other Identifiable Markings

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTER 1.16 TO TITLE 1, GENERAL PROVISIONS OF THE MONTEBELLO MUNICIPAL CODE PERTAINING TO USE OF THE CITY’S LOGOS, SEALS, BADGES AND OTHER IDENTIFIABLE MARKINGS

WHEREAS, the City of Montebello (“City”) was incorporated on October 16, 1920, and regulations identifying the proper use and permissions for the City seal, graphical City seal, City Logo, badges, and other identifiable markings outlined in Chapter 1.16 “CITY SEAL” of the Montebello Municipal Code (“MMC”) require revisions to provide greater protection and appropriate notice; and

WHEREAS, in order to ensure that the City seal, graphical City seal, City Logo, badges, and other identifiable markings are utilized for appropriate circumstances only, an amendment to Chapter 1.16 of the MMC is warranted.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 1.16 is hereby amended to read as follows (deletions in ~~Double Strikethrough~~ and additions in Underline):

Chapter 1.16 – ~~CITY SEAL~~. USE OF CITY LOGOS, SEALS, BADGES, AND OTHER IDENTIFIABLE MARKINGS

1.16.010 – ~~Adoption~~. City Logo and City Seal adopted and added.

The city shall have, and does adopt, an official seal which is described as follows:

A die of two and one-fourth inches (2 ¼”) in diameter, having an outer circle, the inside of which shall be one-fourth inch (¼”) wide, the said circle having an outside rope border one-sixteenth of an inch (1/16 ") in width. On the surface of the die at the top thereof within the outer circle there shall be engraved the words "CITY OF MONTEBELLO," and on the surface of the die at the bottom thereof within said outer circle shall be engraved the words "CALIFORNIA." In the middle of said circle on each side of said word "CALIFORNIA," equidistant from the words "CITY" and "MONTEBELLO" respectively, there shall be engraved a five (5) point star. Across the center of said die there shall be engraved the words "INCORPORATED OCTOBER 16, 1920." The inside of the seal shall have two (2) engraved semicircles with plain borders, the circular sides of which shall be the inner line of said circle and the flat sides of which shall face the center containing the said words "INCORPORATED OCTOBER 16, 1920." On the surface of the upper semicircle of said die there shall be engraved three (3) oil derricks and an oil tank on top of a Cocos Plumosus palm tree with hills in the distance. On the surface of the lower semicircle of said die there shall be engraved a group of five (5) whole and two (2) parts of orange trees and the base of the Cocos Plumosus palm tree, which base shall merge on each side thereof with the lower border of the lower semicircle of said die. The outside rope border of said outer circle shall be the outside border of said seal. Said seal die shall be made of

steel and brass counter, the female to be cut in steel and the male to be driven into the female.

The following official digital copy of the City’s seal and graphical seal shall be on file with the City Clerk’s Office:



In addition, the following graphical symbols or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official logo, logotype, letterhead graphic, and graphical City seal of the City of Montebello.



CITY OF
montebello

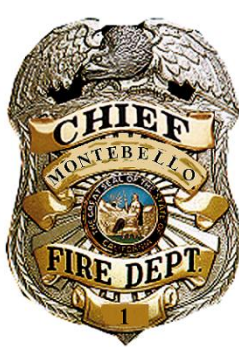




1.16.020 – ~~Use of seal.~~ Fire Department Logo and Badges

~~The impression of the seal shall be made and used upon all official documents executed by the city and its duly authorized officials.~~

The following badges, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Badges of the Fire Department of the City of Montebello.



**EXCELLENCE WITH
COMPASSION** | **COURAGE
COMMUNITY
COMMITMENT**

1.16.030 – ~~Custodian.~~ Police Department Logo and Badges

~~The clerk shall be the custodian of the seal.~~

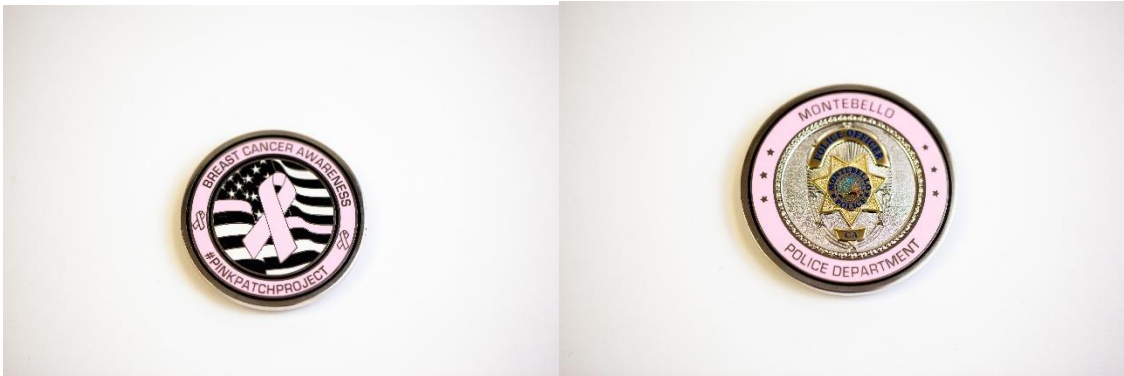
The following badges, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Badges of the Police Department of the City of Montebello.



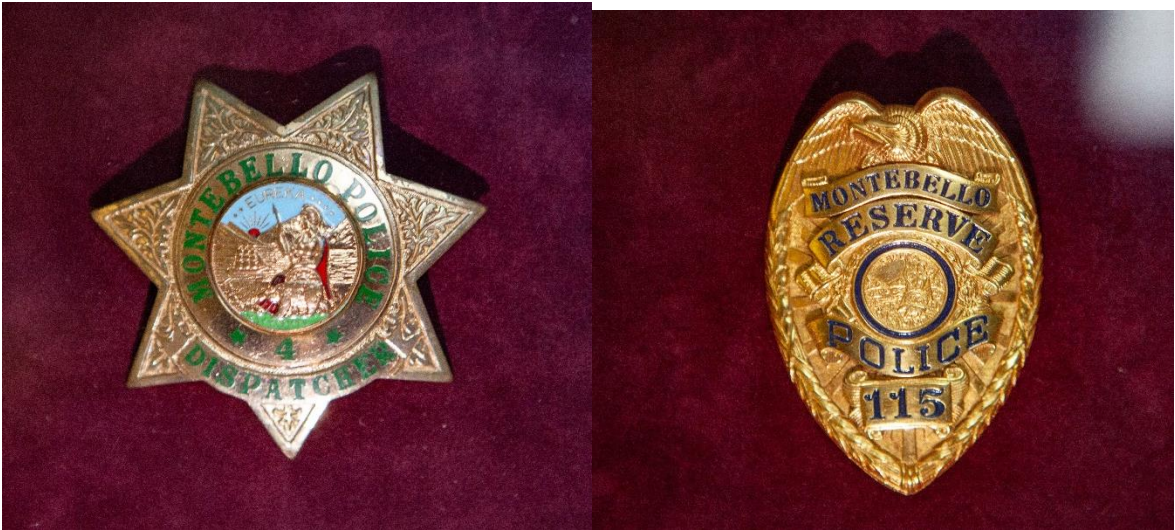














1.16.040 – Montebello Bus Lines Logo and Lettering

The following logos, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Lettering of the Montebello Bus Lines.



1.16.050 – Use of City seal, logo and/or Badges

- (a) The City Clerk has charge of the City seal, graphical City seal, City logo, and/or Badges and will affix the City seal to all certificates and documents as may be required by law, by this Code, or by ordinance of the City.
- (b) All other uses of the City seal, graphical City seal, City logo, and/or Badges are restricted to official City business and such other appropriate uses that further the operations of the City as may be authorized in writing by the City Clerk, or as otherwise specifically permitted in this Code.
- (c) No person or business shall make or use the City seal, graphical City seal, City logo, and/or Badges, or any cut, facsimile, or reproduction of any of them including but not limited to, digital, print, media, applications (“apps”) or advertising in color or black/white, or make or use any seal, logo, badge or any design which is an imitation, in the design of, or which may be mistaken for the City seal, graphical City seal, City logo, and/or Badges without first obtaining written authorization from the City Clerk.
- (d) No person or business shall make or use the City seal, graphical City seal, City logo, and/or Badges in connection, relation or in association with the following (non-exhaustive list): youth groups, sport groups, fraternities, political groups, sororities, non-profit organizations, for-profit organizations for uniforms, identification cards, business cards, stickers, posters, magnets, websites, social media websites, and/or any other advertisement, promotional, fundraising or marketing purpose.
- (e) No person or business, for-profit agency, organization and/or association shall generate marketing materials, including but not limited to, t-shirts, polo shirts, jackets, and other promotional merchandise which depicts the City seal, graphical City seal, City logo, and/or Badges without first obtaining the City Clerk’s written authorization.
- (f) The City reserves the right to request that use of the City seal, graphical City seal, City logo, and/or Badges or images which may be reasonably construed to depict the likeness of the City’s seal, graphical City seal, City logo, and/or Badges be removed from any unauthorized use as outlined in this section.
- (g) City officers, City employees, members of the City Council, and members of City boards and commissions may use stationery, printed materials and other articles with the City seal, graphical City seal, City logo, and/or Badges while acting within the scope of their office or employment.
- (h) No person, including any elected or appointed officer of the City, shall use the City seal, graphical City seal, City logo, and/or Badges in any correspondence, printed materials, or individual/personal social media websites used, distributed, or in connection with any personal views and opinions in favor or against any ballot measure or in favor or against any candidate for public office. Any use of the City seal, graphical City seal, City logo, and/or Badges shall be deemed unauthorized without expressed, written permission of the City Clerk.

- (i) No business or person, including any elected or appointed officer of the City, shall use the City seal, graphical City seal, City logo, and/or Badges on non-City official vehicles without expressed, written permission of the City Clerk.
- (j) The City seal, graphical City seal, City logo, and/or Badges may be utilized by outside entities or agencies for events co-hosted or supported by the City, for a limited time, using a form approved by the City Council. All such requests must be submitted to the City Clerk, who has the sole discretion to approve or deny such requests, and to promulgate the manner, timing, and format of such requests. When considering such requests, the City Clerk or designee will consider the ultimate benefit to the City of such use, the effects of association by the City with the event or occurrence, the City's traditional sponsorship activities, and other criteria which shall be neutrally applied to all requestors. The decision of the City Clerk or designee regarding use of the City seal, graphical City seal, City logo, and/or Badges may be appealed to the City Council by submitting a written protest to the City Clerk's Office within fourteen (14) days of the City Clerk's decision.
- (k) From time to time, an elected or appointed official of the City may wish to incorporate the City seal, graphical City seal, City logo, and/or Badges into a pin, insignia, or other article for use in ceremonial occasions or for other civic purposes but not for sale, personal or commercial purposes. Each such proposed design must be submitted to the City Clerk for approval, and the production of such items, after approval shall be at the sole expense of the elected or appointed official. The decision of the City Clerk may be appealed within fourteen (14) days by a City Council Member only. Ownership of the design shall be retained by the City.

1.16.060 - Violation

- (a) The official City logo, seal, badges, and other identifiable markings are for the exclusive use by the City, their officials and employees, and designated organizations, in the course and scope of their official duties. No other persons may use, adopt, alter, or reproduce the official City logo or City Seal, Fire Department badges and logos, Police Department badges and logos without the express written authorization of the City Clerk or designee.

A violation of any provision of this Chapter or failure to comply with any mandatory requirements of this Chapter is subject to prosecution in accordance with Title 1, commencing with Chapter 1.12 of the Montebello Municipal Code and may be enforced through, criminal, civil, administrative, injunctive, or other relief available by law.

Section 2: Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 3: This Ordinance shall take effect thirty (30) days after its adoption.

Section 4: The City Clerk of the City Montebello shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this _____ day of _____ 2020, by the following called vote:

Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2020, and duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the _____ day of October, 2020, as approved by law by the following vote:

AYES:
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve a Change Order to the Construction Contract with Green Giant Landscape, Inc. for Taylor Ranch Greenspace Project**

DATE: October 28, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve an amendment in the amount not-to-exceed Ninety Thousand Dollars (\$90,000) to the construction contract with Green Giant Landscape, Inc. (Green Giant) for the Taylor Ranch Greenspace Project; and,
- 2) Take such additional, related, action that may be desirable.

BACKGROUND

On December 18, 2019, the City Council awarded a construction contract (Agreement No. 3722) to Green Giant Landscape, Inc. for the Taylor Ranch Greenspace Project ("Project"). The total approved contract was in the amount of One Million, Twenty-Four Thousand Six Dollars (\$1,024,006). This Project was included in the Fiscal Year 2019-20 Capital Improvement Program (CIP) budget, approved on August 28, 2019, which allocated a total appropriation of \$2,100,000 (inclusive of a 10% contingency).

The Project includes the rehabilitation and enhancement of the existing aesthetic condition of Taylor Ranch Park. The Project's scope includes a new Americans with Disabilities Act (ADA) compliant restroom facility, demolition and grading, concrete improvements such as sidewalk ramps and curbs, site lighting, fencing and gates, landscaping, irrigation, parking lot rehabilitation and recreational amenities such as picnic benches, trash cans and basketball courts.

On September 25, 2019, the City Council found the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the Project plans and specifications as prepared by Infrastructure Engineers. The City Council also authorized the Recreation and Community Services Department to advertise the Project for public bidding.

APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

Page 2 of 2

On December 9, 2019, six (6) bids were received and opened publicly. Green Giant submitted the lowest responsive bid in the amount of One Million, Twenty-Four Thousand Six Dollars (\$1,024,006). Green Giant commenced construction on February 3, 2020.

On May 27, 2020, the City Council approved Change Order Number One for the Taylor Ranch Greenspace Project in the amount of Two Hundred Thousand Dollars (\$200,000). The additional work as a result of this change order added extra details to the park, such as gazebo repair, pond refurbishment, restroom upgrades, barn painting and lighting upgrades.

The recommended amendment for Change Order Number Two is a not-to-exceed amount of Ninety Thousand Dollars (\$90,000) to provide funding for improvements to irrigation and existing sidewalks, additional security features such as bollards, sod and turf to allow for the opening of the park and grading adjustments to various areas of the park.

ANALYSIS

An updated summary of total projected project costs is as follows:

\$ 8,973.00	Design Phase (Plans, Specifications, & Estimate)
\$ 23,217.00	Construction Documents
\$ 5,775.00	Bidding & Construction Support
\$ 11,255.00	Construction Management & Inspection
\$ 400.00	Reimbursable Expenses
\$ 1,024,006.00	Construction Contract Cost
\$ 200,000.00	Change Order Number One (Approved)
\$ 90,000.00	Change Order Number Two (Proposed)
<u>\$ 102,400.00</u>	<u>10% Contingency</u>
\$ 1,466,026	Total Project Budget

The proposed contract amendment for Change Order Number Two extends unit bid prices that were competitively bid for the original construction contract.

FISCAL IMPACTS

On August 28, 2019 the City Council appropriated a total of Two Million, One Hundred Six Thousand Five Hundred and Fifty Dollars (\$2,106,550) for the Taylor Ranch Greenspace Project. The project utilizes former Redevelopment Agency Excess Bond Proceeds. The change order total of Ninety Thousand Dollars (\$90,000) does not require an additional appropriation of funds.

SUMMARY

City Council is asked to consider approving an amendment and Change Order Number Two in the amount not-to-exceed Ninety Thousand Dollars (\$90,000) to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

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 a Purchase and Sale Agreement with the City of Vernon to Provide Fire Apparatus and Related Rescue Equipment**

DATE: October 28, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Purchase and Sale Agreement with the City of Vernon to provide fire apparatus and related rescue equipment for a one-time purchase in an amount not-to-exceed \$367,000; and
- 2) Amend the Fiscal Year 2020-21 budget and increase appropriations by \$367,000 in General Fund Account No. 100-85-850-6082, Fire Suppression, Vehicle Purchase.
- 3) Take such additional, related action that may be desirable.

BACKGROUND

The City of Montebello ("City") Fire Department ("Fire Department") operates as an "all-risk" municipal fire department that answers 911 emergency and non-emergency calls for service. These service calls provide basic and advanced life support for the sick and the injured, fire suppression activities, and rescue-related services such as vehicle accidents and trapped persons' extrication. Delivery of these fire and rescue services is performed through trained and certified personnel operating various equipment, including but not limited to fire apparatus, hydraulic rescue tools, powered and non-powered hand tools, and specialty rescue tools.

Currently, the Fire Department's reserve apparatus fleet is timeworn, beyond a reasonable service life, and continual repairs are frequent and costly compared to newer equipment. Furthermore, current rescue equipment utilizes older technology that no longer provides desirable results within an industry-standard timeframe, which may result in delays to rescue trapped and injured parties.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 28, 2020
**AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH
THE CITY OF VERNON TO PROVIDE FIRE APPARATUS AND RELATED RESCUE
EQUIPMENT**

Page 2 of 3

The City of Vernon recently transitioned its fire department services to the County of Los Angeles (“County”). After the City of Vernon and County completed an inventory of the equipment the agencies determined that excess equipment would remain with the City of Vernon. As a result of this inventory, some of Vernon’s emergency vehicles and equipment are not being transferred to the County, and thus, offered its equipment to the City for purchase. The fire equipment that the Fire Department is in need of and considering as part of the contemplated Purchase and Sale Agreement includes the following:

- Two (2) 2009 Seagrave Fire Engine;
- One (1) 2017 Hurst E-Draulic Cutter with accessories;
- One (1) Rescue 42s Kit;
- Two (2) Chainsaws;
- Two (2) Rope Bags and MPDs (2 with saddle bags);
- Four (4) Positive Pressure Fans;
- One (1) set of Milwaukee Hand Power Tools; and
- One (1) Air Bag Set with Controllers

The above-listed fire equipment (“Equipment”) is being made available at below market resale prices. Adding the two (2) 2009 Seagrave engines to the Fire Department’s reserve fleet would allow for gently-used, maintained, lower mileage apparatus to replace older and more expensive models currently in use.

The purchase of the equipment is of great benefit for the City and its residents providing for a unique opportunity to replace outdated Fire Department equipment and replenish existing inventory at a competitive price.

FISCAL IMPACTS

The one-time purchase of the equipment through the proposed Purchase and Sale Agreement would provide a suitable replacement for current aging equipment and offset additional costs related to purchasing new equipment. The City Council is being asked to authorize the City Manager to enter into a Purchase and Sale Agreement with the City of Vernon for an amount not-to-exceed, Three Hundred Sixty Seven Thousand and 0/100 cents (\$367,000) and subsequently amend the Fiscal Year 2020-21 budget by increasing appropriations by Three Hundred Sixty Seven Thousand and 0/100 cents (\$367,000) for the purchase of the Equipment (Account No. 100-85-850-6082, Vehicle Purchase). The use of reserves is appropriate for purchasing the fire engines and assorted equipment at discounted prices.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 28, 2020
**AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH
THE CITY OF VERNON TO PROVIDE FIRE APPARATUS AND RELATED RESCUE
EQUIPMENT**

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SUMMARY

It is requested that the City Council authorize the City Manager to enter into a Purchase and Sale Agreement, attached hereto in substantial form as Attachment “A,” with the City of Vernon to provide the Equipment outlined in Attachment “B” for a one-time purchase amount not-to-exceed \$367,000 and amend the FY 2020-21 budget by increasing appropriations in Account No. 100-85-850-6082.

ATTACHMENT(S):

- A. Purchase and Sale Agreement
- B. Vehicle and Equipment Description/Specifications

**PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF MONTEBELLO
AND
CITY OF VERNON**

This Purchase and Sale Agreement is made and entered into this _____ day of _____, 2020 between the CITY OF MONTEBELLO, a municipal corporation, hereinafter referred to as "BUYER", and CITY OF VERNON, a California charter City and California municipal corporation, hereinafter referred to as "SELLER". BUYER and SELLER may be referred to in this Agreement individually as "Party" and jointly as "Parties."

I. Recitals

- A. SELLER has solicited a proposal for two (2) 2009 Seagraves, one (1) 2017 Hurst E-Draulic Cutter with accessories, one (1) Rescue 42s Kit, two (2) Chainsaws, two (2) Rope Bags and MPD's (2 with saddle bags), four (4) Positive Pressure Fans, one (1) set of Milwaukee Hand Power Tools and one (1) set of Air Bag Set with controllers, as described in Exhibit A "Equipment", attached hereto (collectively referred to as "Equipment");
- B. SELLER has provided BUYER with pricing on Equipment in the total amount of \$366,960 as set forth in Exhibit B "Price" attached hereto;
- C. BUYER has submitted a proposal to purchase the Equipment from SELLER, attached hereto as Exhibit C;
- D. BUYER has executed a Liability Release Agreement, attached hereto as Exhibit D.

NOW, THEREFORE, Parties agree as follows:

II. General Provisions

A. Assignment

Parties shall not assign all or any part of this Agreement and/or make any subcontract to perform any obligation hereunder, either in whole or in part, without the prior written consent of the Parties.

B. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

C. Compliance with Laws

Parties shall perform their respective obligations as set forth in this Agreement pursuant to all applicable Federal, State, and local statutes, regulations, and ordinances whether now in force or hereinafter enacted.

D. Conflicts or Inconsistencies

Exhibit D shall take precedence in the event of any conflict or inconsistency between the terms of Exhibit D and this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Exhibit, the terms of this Agreement shall strictly prevail.

E. Dispute Resolution

1. **Administrative Remedies.** Disputes regarding the interpretation or application of this Agreement shall first be submitted to the other Party for investigation and resolution. The Parties will make a good faith and reasonable effort to reach an agreeable resolution. Any disputes that cannot be resolved in that manner shall be submitted to non-binding arbitration as set forth in the Formal Remedies below.
2. **Formal Remedies.** In the event the Administrative Remedy does not resolve the dispute, the alleged injured Party may, but is not required to as a condition of pursuing any legal remedies, serve a demand for arbitration on the Party claimed to be in default ("Defaulting Party"). The Parties will continue to perform obligations under this Agreement so long as the Defaulting Party diligently commences to cure the alleged default in the event there is imminent danger to the public health, safety or general welfare resulting from the default, the Defaulting Party shall take immediate action to cure the immediate threat. Within five (5) business days of receipt of the demand, and providing the default remains uncured, the matter shall be submitted to non-binding arbitration. The Parties shall make reasonable efforts to jointly select an arbitrator using any reasonable method including selection by chance. The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure section 1280 et seq.) The arbitrator shall render a decision with written findings. The costs of arbitration (excluding each Party's own costs) shall be borne by the Parties equally. Either Party that is not satisfied with the arbitrator's decision shall be entitled to pursue all remedies available in a court of law or equity.

F. Documentation

PARTIES shall maintain complete and accurate records with respect to ownership and transfer of Equipment and the costs incurred under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment made under this Agreement. All such records shall be provided to requesting Party within ten (10) days of request.

G. Effective Date and Term

This Agreement is effective as of the date of mutual execution, and shall remain in full force and effect until delivery of the Equipment to BUYER, and BUYER's removal of the Equipment from SELLER's property whereupon this Agreement shall terminate, subject to the survival of terms as provided herein.

H. Force Majeure

1. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party if the delayed Party shall within three (3) days of the commencement of such delay notify the other Party in writing of the causes of the delay.

2. The sole remedy shall be termination or an extension of the Agreement pursuant to this Section and neither Party shall not be entitled to recover damages against the other Party.

I. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Los Angeles.

J. Indemnity

1. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, BUYER will indemnify, defend and hold SELLER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the BUYER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
2. To the extent permitted by law and subject to the Liability and Release Agreement attached hereto as Exhibit D, the SELLER will indemnify, defend and hold BUYER, its elected officials, officers, employees, and agents, harmless with respect to any and all claims for damages for bodily injury, death, and/or property damage to the extent arising out of the SELLER's active negligence or misconduct in connection with its rights or obligations under this Agreement, as established by a final court decision or agreement of the parties.
3. The provisions of this Section II.J shall survive the termination or expiration of this Agreement.

K. Independent Contractor

Parties and their respective employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the other Party.

L. Entire Agreement

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the Parties with respect to the subject matter herein.
2. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement that no representation, statement, or promise by any party which is not embodied herein shall be valid or binding.
3. Any modification of this Agreement shall be effective only if it is in writing signed by the Parties.

M. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

O. Termination

1. **Termination for Convenience.** Parties may terminate this Agreement for convenience by providing not less than ten (10) days prior written Notice of Termination to the other Party prior to payment and delivery of the Equipment. This Agreement may be terminated at any time upon mutual agreement of the Parties. In such events, Parties shall have no further rights hereunder.
2. **Cure Notice.** Either Party may provide a Notice to Cure Default, therein specifying the acts or omissions constituting the alleged default, and demanding that the default be cured within ten (10) days, to the other Party. If the default remains uncured, termination for cause shall be effective, without further notice, at the end of the default cure period.
3. **Termination for Cause.** Either Party may terminate this Agreement for cause immediately by providing a written Notice of Termination therein specifying the acts or omissions constituting the default, to the other Party. In such event, Parties shall have all other rights and remedies as provided by law.
4. **Payment.** SELLER shall reimburse BUYER for all amounts paid to SELLER within a reasonable time after termination of this Agreement.
5. **Release of Liability.** Termination or expiration of this Agreement does not release either Party from any and all claims, damages or other liability incurred prior to termination or expiration.

P. Waiver

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

III. Special Provisions

A. Acceptance

Acceptance of the Equipment shall be deemed to occur upon delivery of the keys to BUYER and BUYER's removal of the Equipment from the SELLER's property.

B. Insurance

SELLER shall maintain and provide proof of insurance coverage on the Equipment until such time SELLER delivers the Equipment to BUYER and

removes the Equipment from SELLER's property. SELLER's program of self-insurance approved by BUYER shall satisfy the requirements of this Section.

C. Ownership and Authority to Sell and Purchase

1. SELLER warrants that it owns the Equipment, free and clear of any encumbrances, and that it is authorized to sell Equipment to BUYER.
2. BUYER represents that it is authorized to purchase Equipment from SELLER.

D. Removal, Transportation, and Operation

1. SELLER, at its sole expense, shall provide reasonable instructions and documentation pertaining to the maintenance and operation of the Equipment to BUYER at the time of delivery and prior to BUYER removing the Equipment from SELLER's property.
2. BUYER, at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, and operating the Equipment.

E. Sale of Equipment

SELLER hereby sells to BUYER and BUYER hereby purchases from SELLER the Equipment for the price set forth in Exhibit B.

F. Title and Risk of Loss

1. Title to and risk of loss or damage to the Equipment purchased by BUYER will pass to BUYER upon delivery and removal of the Equipment from SELLER's property.
2. BUYER assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. SELLER will have no liability with respect to the Equipment sold to BUYER, including having no liability for indirect, incidental or consequential damages.

IV. Representatives and Signatories

A. Notices and Designated Representatives

1. Any and all notices, demands, invoices, and written communications between the Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective party's performance.
2. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

SELLER

City of Vernon
Finance Department
4305 Santa Fe Avenue
Vernon, CA 90058
Scott Williams, Finance Director
323.583.8811 ext: 849
SWilliams@ci.vernon.ca.us

BUYER

City of Montebello
City Administration
1600 West Beverly Boulevard
Montebello, CA 90640
Rene Bobadilla, City Manager
323.887.1200
RBobadilla@cityofmontebello.com

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SELLER

Contractor Name: City of Vernon

Corporation Type: a California charter City and California municipal corporation

Printed Name: Carlos Fandino

Title: City Administrator

Signature: _____

ATTEST

Printed Name: Lisa Pope

Title: City Clerk

Signature: _____

APPROVED AS TO FORM

Printed Name: Arnold M. Alvarez-Glasman

Title: Interim City Attorney

Signature: _____

BUYER

City of Montebello

Corporation Type: _____

Printed Name: _____

Title: City Manager

Signature: _____

ATTEST

Printed Name: _____

Title: City Clerk

Signature: _____

Attachments (incorporated documents):

Exhibit A – Equipment

Exhibit B – Price

Exhibit C – Letter of Intent to Purchase

Exhibit D – Liability Release Agreement

Exhibit A – Equipment



FIRE DEPARTMENT

TRUCK DESCRIPTION

2009 Seagrave

Engine 7576

Vin#: 1F9EU28T79CST2114

License Plate: 1315445

Mileage: 61,350

2009 Seagrave

Engine 779

Vin#: S1F9EU28T59C T2113

License Plate: 1315444

Mileage: 66,250

Equipment

2017 Hurst E-Draulic Cutter, spreader, ram, batteries, battery charger, chains, tips, and accessories

2014 Hurst Quad Power Unit, cutter, spreader, ram, hoses w/quick couplers, chains, tips and accessories

Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT.

End of Exhibit A

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Nicholas Razo, Director of Human Resources-Information Technology
David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Authorize the City Manager to Approve Professional Services Agreement for City Council Chambers Audio Visual System Upgrade**

DATE: October 28, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute a professional services agreement with DNG AV and IT Systems Integration, to provide City Council Chambers Audio Visual System upgrades "The Project"; and,
2. Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$250,308 in Account No. 100-40-420-6040.95 and \$92,580 in Account No. 600-90-900-6040.95 (total of \$342,888 includes \$40,000 contingency for site improvements and/or additional hardware, \$45,000 for Project Implementation and Design Project Management Services)
3. Authorize the City Manager to complete The Project with a not-to-exceed amount of \$342,888
4. Take such additional, related, action that may be desirable.

BACKGROUND

As part of the on-going effort to improve the level of Information Technology (IT) services throughout City facilities, staff reviewed the existing audio visual system in the City Council Chambers and recognized an opportunity to improve the audio visual experience for audience members, remote viewers, City Councilmembers, Commissioners and staff.

Following the review, staff is proposing an upgraded and improved City Council Chambers Project that will enhance the audio and visual experience. The proposed

upgrade will include improved video displays, audio processors, and state-of-the-art technology that allows for the use of tablets to vote on City Council agenda items, while enhancing the back-end control center to better administer new technologies. Further, due to the technical and unique nature of the Project, an AV Project Implementation and consultant will be required to assist in the delivery, installation and trouble shoot as needed to ensure the successful installation of the Project.

The audio visual system upgrade will include:

Mobile Meeting Cart:

A mobile meeting cart engineered to re-create, in a portable setting, a Council Chambers experience for Councilmembers and audience members both in person and watching online. The mobile cart includes speakers, microphones, PA system, cellular axes point, streaming media processor, pan/tilt/zoom camera, and 65" electronic display.

Displays:

Four (4) 82" LCD flat panel displays mounted in the Council Chambers for audience viewing of presentations to the City Council. A 65" display will be mounted behind the dais for viewing by presenters to the City Council. A 65" display will be mounted directly outside the Council Chambers for viewing by overflow audience members. A 65" display will be mounted on a mobile cart, with the mobile cart having the ability to connect to the Audio-Visual system for additional overflow viewing in the main lobby. Additionally, nine (9) 22" monitors will be provided for each of the City Council seats and seats in the area below the dais.

System Inputs:

A High-Definition Multimedia Interface (HDMI) input will be located at the City Clerk's desk directly in front of the dais for video input connection. A wireless display input will also be available for connection to the Audio-Visual system.

Cameras:

Four (4) HD pan tilt zoom cameras will be mounted in the Council Chambers. A camera switcher and controller will be located in the control room for camera selection and control.

Control Room:

Two (2) Monitors will be installed in the control room for preview of camera and video sources.

Control System:

An Extron Control system with two (2) 10" LCD touch panels will be provided for system control. The touch panels will allow end users to simply and easily control the Audio-

Visual system. End users will be able to power the system on and off, select inputs and adjust audio settings. Touch panels will be located at the City Clerk's desk and in the control room.

Audio:

A Digital Signal Processor (DSP) will be provided and serve as the heart of the new audio system. The DSP will allow the room to act as a phone with far end participants being heard through the room speakers and the existing microphones to serve as the near side input for the call. Eight (8) Surface mounted speakers will provide improved audio quality within the Council Chambers. Additionally, two (2) surface mounted speakers will be outside the Council Chambers for the benefit of overflow audience.

Voting:

A Digital Congress Voting system will be provided. The system will have five (5) delegate voting units and one Chairman voting unit.

FISCAL IMPACTS/ ANALYSIS

Quotes were solicited and walkthroughs were performed with three (3) potential companies: VMI Broadcast and Professional Video, Professional Audio Video Communications, and DNG AV and IT Systems Integration.

The three (3) project quotes are identified below:

Vendor	Project Quote
VMI Broadcast and Professional Video	\$290,352
Professional Audio Video Communications	\$273,939
DNG AV and IT Systems Integration	\$257,888

Staff is recommending approving a professional services agreement with the lowest and most responsive bidder: "DNG AV and IT Systems Integration." Funding for this project will come from the General Fund and the Transit Fund. The cost of the project will be split 73% / 27% based on existing cost allocation plan (FY 2017-18) data. Therefore, the General Fund will see expenses of \$250,308 and the Transit Fund will be responsible for the remaining \$92,580.

City Council is being asked to amend the FY 2020-21 budget and increase appropriations in Account No. 100-40-420-6040.95 (Information Technology – Other

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Professional Services) by \$250,308 and Account No. 600-90-900-6040.95 (Transit Administration – Other Professional Services) by \$92,580.

Proposed Project Cost	
DNG AV and IT Systems Integration	\$257,888
AV Project Design and Implementation	\$45,000
Project site improvement and additional hardware contingency	\$40,000
Proposed Project Total	\$342,888

SUMMARY

It is being requested that the City Council authorize the City Manager to execute a professional services agreement with DNG AV and IT Systems Integration for a City Council Chambers Audio Visual System to improve the audio visual experience in the City Council Chambers and amend the Fiscal Year 2020-21 budget by increasing appropriations by a total of \$342,888 (General Fund Account No. 100-40-420-6040.95 and Transit Fund Account No. 600-90-900-6040.95). Anticipated timeline for completion is two (2) months after the execution of agreements, project launch meetings and schedule development (ensuring that the City Council Chamber availability is considered) is completed. Staff will coordinate with vendor to minimize any impacts to functionality and use of Council Chambers.

ATTACHMENT(S):

- A. DNG AV and IT Systems Integration Quote
- B. Professional Services Agreement – DNG AV and IT Systems



Quote

10/20/2020

Project Number: 35623-REV3

Montebello Council Chambers

David Suter

Ship To:

City of Montebello
Montebello, CA

City of Montebello

Nick Razo
1600 W Beverly Blvd
Montebello, CA 90640

City Of Montebello- City Counsel AV upgrades

DNG Will provide the following:

VIDEO SYSTEM

- 8x6 Extron Matrix switcher
- Qty (9) 22" monitors for the Dais
- Qty (4) 82 inch displays (Mounts on the left and right of the audience)
- Qty (1) 65 inch display (to replace existing display behind City Council members)
- Qty (1) 65 inch display (to replace existing lobby display)
- Qty (1) A/V Cart with a 65" display and amplified speaker for the lobby, near the main entrance
- Qty (1) Extron Media bridge- Interfaces the AV and Camera system. Enables Zoom, Webex and Teams conferencing over USB interface
- Qty (1) 25 U AV Rack
- A/V feed from council chambers will be provided to the existing conference room

Presentation sources

- Qty (1) Barco Click Share wireless presentation device
- Qty (1) HDMI/VGA input in the counsel seating area

PTZ Camera system

- Qty (4) HD PTZ cameras
- Qty (1) Presentation switcher and controller will be installed in the control room
- Qty (2) Monitors will be installed in the control room for Camera control and switching
- Qty (1) Video Production desk in the AV control room

Control System

- Qty (1) Extron Control processor
- Qty (2) 10 inch table top touch panel for system control
- ** System can also be controlled over Wifi on an Apple iPad

Audio System

- Qty (1) QSC Core 110f Audio Processor/Mixer-
- Core 110f Contains 16 Mic/Line level inputs and 8 Audio outputs with AEC.
- VOIP and POTS phone dialing (Controlled via the 10 inch Extron touch panel)
- Qty (8) Surface mount speakers in the Council Chambers
- Qty (2) Surface Mount speakers in the Lobby entrance (replacing the existing speakers)
- Qty (1) Mic will be provided for the AV operator.

Voting System

- Qty (1) Digital Congress Voting system (Headend) w/ Voting management module
- Qty (1) Table top Chairman Voting unit
- Qty (5) Table top Delegate Voting unit
- Manufacturer remote setup and training

Assumptions

-Qty (13) Microphones and associated cabling are existing and in good working order
 -All work is 1st shift
 -City to provide 4" core for AV feed in Lobby Floor.

DNG to remove

- Qty (3) Existing displays
 - Qty (6) Existing Speakers
 - Existing rack equipment

Mfr-Part No.	Qty	Description	Unit Price	Extended
<u>VIDEO AND CONTROL SYSTEM</u>				
Extron-60-1565-02	2	10 Tabletop TouchLink Pro Touchpanel - Black	1,743.75	3,487.50
Extron-60-1434-01A	1	IP Link Pro Control Processor w/LinkLicense for User Interfaces Upgrade	3,487.50	3,487.50
Extron-60-190-10	1	1U 6 Deep Universal Rack Shelf Kit	87.50	87.50
Extron-60-1382-01	1	8x6 Seamless 4K Scaling Presentation Matrix Switcher - Preamp Output w/o Amplifier and Control Processor	8,762.50	8,762.50
Extron-60-1551-52	1	Three Input Switcher with Integrated Long Distance DTP Transmitter and Audio Embedding - 330 feet (100 m)	937.50	937.50
Extron-70-766-33	1	HDMI, Stereo Audio, and VGA Pass-Through Wallplate - Decorator-Style; White	75.00	75.00
Extron-60-1162-03	2	Two US gang external wall box: white	43.75	87.50
Extron-60-1331-13	9	Long Distance HDMI Twisted Pair Receiver - 330 feet (100 m)	350.00	3,150.00
Extron-70-077-01	10	1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure	31.25	312.50
Extron-60-1438-51	1	Long Distance HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 330 feet (100 m)	2,493.75	2,493.75
Extron-26-663-15	10	4K Premium High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	66.25	662.50
Extron-26-663-06	14	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	46.25	647.50
Extron-60-1488-01	1	HDMI and Audio to USB Scaling Bridge	2,278.57	2,278.57
Extron-22-236-03	3	Shielded Digital Twisted Pair Cable for XTP & DTP products - Non-Plenum, 1000' (305 m) spool	743.75	2,231.25
Extron-101-005-02	4	XTP DTP 24 Plug, Package of 10	31.25	125.00
Extron-60-190-10	1	1U 6 Deep Universal Rack Shelf Kit	87.50	87.50
Extron-60-1609-01	2	Six Output 4K/60 HDMI Distribution Amplifier	806.25	1,612.50
Extron-70-212-01	3	Low-Profile Mount Kit for 1/8, 1/4, and 1/2 Rack Width Products	31.25	93.75
Extron-60-1607-01	1	Two Output 4K/60 HDMI Distribution Amplifier	500.00	500.00
WCW CAT6BLK	2	Black CAT 6	166.25	332.50
DNG4000	1	Misc AV Materials	500.00	500.00
SurgeX SX-DS-158	2	Defender Series, MultiStage Surge Suppression,	160.00	320.00
Barco Clickshare 200+	1	Wireless presentation receiver	2,250.00	2,250.00
<u>AV RACK</u>				
Middle Atlantic-BGR-25SA-27LRD	1	25SP/27D LRD, STAND ALONE	700.00	700.00
Middle Atlantic-PFD-25A	1	K WITHOUT REAR DOOR, BLACK FINISH		
Middle Atlantic-PFD-25A	1	25SP, CURVED PLEXI FR DR BLACK FINISH	356.25	356.25
Middle Atlantic-BGR-RDC25	1	25SP BGR REAR CABLE DOOR RACKS, BLACK FINISH	143.75	143.75
Middle Atlantic-LF-HD	1	HEAVY DUTY LEVELING FEET	21.25	21.25
Middle Atlantic-PDT-1015C-RN	1	10 Outlet, Single, 15A Cir, 2 Stg Not SURGE/SPIKE, REMOTE NOTIFY, THIN POWER STRIP W/9' CORD, FITS RACKS THAT ACCEPT 'G' POWER	115.81	115.81
Middle Atlantic-U2	1	2 Space (3 1/2) Rackshelf	48.71	48.71
<u>Large Displays</u>				



Chief-PDRUB	4	LARGE DUAL ARM W/ UNIVERSAL	608.46	2,433.84
Chief-FHB5147	4	HARDWARE KIT	9.26	37.04
Samsung QE82RT	4	82" 4k Display	2,927.27	11,709.08
Samsung BE65T-H	1	65 inch 4k Display	617.65	617.65
Chief-LCM1U	1	Single Ceiling Mount, Large, Black	265.76	265.76
DNG5000	1	Electrical Materials	375.00	375.00
Digital Networks Gro-MISC	1	Support Hardware	125.00	125.00
<u>Council member/Dais Monitors</u>				
	9	Dell Monitor - P2418HT	307.49	2,767.41
	9	Ergotron monitor mount	106.25	956.25
	6	Power strip	37.50	225.00
DNG5000	1	Electrical Materials	375.00	375.00
<u>Lobby Display's</u>				
Samsung BE65T-H	2	65 inch 4k Display	656.25	1,312.50
Chief-LCM1U	1	Single Ceiling Mount, Large, Black	265.76	265.76
	1	Luxor P2000 Cart	375.00	375.00
Extron-70-1054-03	1	One XTP DTP 24 Punch Down Jack Pass-Through	43.75	43.75
		Wallplate # Decorator-Style; White		
Extron-26-702-50	1	50 (15.2 m) XTP DTP 24 non-plenum cable	60.00	60.00
Extron-26-663-06	6	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	46.25	277.50
Anchor AN-1000X+	1	Monitor Speaker	349.41	349.41
Anchor SB-360BK+	1	Mount	29.41	29.41
DNG4000	1	Misc Materials	125.00	125.00
DNG5000	1	Electrical Materials	125.00	125.00
FSR SF-2SDP-BLK	1	Smartfit Sub Plate	82.50	82.50
FSR SS-PORT3-BLK	1	Decora Style 3- Port insert	14.63	14.63
FSR SF4-PT-BLK	1	4" Poke Through Box and cover	392.81	392.81
Extron-60-1531-52	1	Long Distance DTP Receiver for HDMI - Decorator-Style Wallplate, Black - 330 feet (100 m)	500.00	500.00
<u>CAMERA SYSTEM</u>				
VADDIO-999-5660-500	1	AV Bridge MatrixMIX Production Sys N/A	9,397.90	9,397.90
VADDIO-998-5000-003	1	PCC Premier Rack Mount Ears	99.81	99.81
VADDIO-999-99630-100	4	RoboSHOT 30E OneLINK HDMI SYS	4,637.49	18,549.96
VADDIO-998-6000-006	2	DUAL 1/2 RACK MOUNTING KIT Enclosures	101.03	202.06
VADDIO-535-2000-240	4	THIN PROFILE WALL MOUNT ROBOSHOT BLACK Cameras	113.20	452.80
Blackmagicdesign	1	BiDirectional SDI/HDMI	65.00	65.00
Extron-26-663-06	6	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	46.25	277.50
CISCO	1	SG350-28P-K9-NA 28 Port Network switch	682.50	682.50
	3	Dell Monitor - P2418HT	307.49	922.47
Extron-22-236-03	1	Shielded Digital Twisted Pair Cable for XTP & DTP products - Non-Plenum, 1000' (305 m) spool	700.00	700.00
DNG4000	1	Misc AV Materials	125.00	125.00
Middle Atlantic-MDV-R12	1	MDV SYSTEM 12SP RACK	236.25	236.25
Middle Atlantic-MDV-DSK	1	MDV SYS DESK W/OB	410.00	410.00
Middle Atlantic-MDV-OB4	1	MDV SYS. 4SP OB FITS MDV-	135.00	135.00
SurgeX SX-DS-158	2	Defender Series, MultiStage Surge Suppression,	160.00	320.00
Shure-MX412D/C	1	MICROPHONE Microphone, Attached 10# XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	249.38	249.38
<u>AUDIO SYSTEM</u>				
QSC-CORE 110F	1	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	2,500.00	2,500.00
QSC-SL-QSE-110-P	1	Q-SYS Core 110 Scripting Engine Software License,	250.00	250.00



		Perpetual.		
QSC-SL-DAN-16-P	1	Q-SYS Software-based Dante 16x16 Channel License,	312.50	312.50
		Perpetual		
Extron-60-1309-13	5	SpeedMount Two-Way Surface Mount Speakers with 8	475.00	2,375.00
		Woofers and 70/100 V Transformer, Pair - White		
Extron-70-994-03	5	Yoke Mount Kit for SM 28 Speaker, Pair - White	50.00	250.00
WCW 14-02P-BLK	2	Black 2 Pair Wire with Drain	297.50	595.00
Lap Gruppen E82US	2	E 8:2 US, 800 Watt Amplifier w	725.00	1,450.00
Extron-60-1758-01	1	Two Channel Bridgeable Output Amp, 200/400 Watts	543.75	543.75
Anchor AN-1000X+	1	Monitor Speaker	349.41	349.41
Anchor SB-360BK+	1	Mount	29.41	29.41
WCW 22-1PREZP-BLK	1	22-1P Shielded STR Plenum TC EZ Strip Black Ja	193.75	193.75
Digital Networks Gro-MISC	1	Support Hardware	125.00	125.00
		Material Subtotal		101,547.84

<u>VOTING SYSTEM</u>				
MV HCS-4100MC/52	1	Fully Digital Congress System Main UnitDiscussi	2,142.50	2,142.50
MV HCS-4368CTE_R/50	1	Fully Digital Voting System Chairman Unit	673.75	673.75
MV HCS-4368DTE_R/50	5	Fully Digital Voting System Delegate Uni	646.25	3,231.25
MV CBL6PS-20	6	6-Pin Extension Cable20 m	117.50	705.00
MV HCS-4214/50	1	Voting Management Module	2,075.00	2,075.00
	2	MV MV-COMM-WEB Remote Commissioning and Training	750.00	1,500.00
	3	MV MV-SLA-Gold Premium Maintenance & Support	541.25	1,623.75
		Program1-year Serv		
DNG4000	1	Misc Materials	62.50	62.50
		Material Subtotal		12,013.75
		Professional Services		82,600.86

Digital Networks will provide a Mobile Streaming cart with the following

Qty 1- 65 Inch Samsung Display

Qty 1- Extron Streaming Media Processor to stream to a live streaming service (Facebook live, Youtube, etc)

Qty 5- Shure wireless tabletop Speaker/microphones with 15" gooseneck's

Qty 1- Shure wireless microphone charger for 8 units.

Qty 1- Shure Wireless microphone antenna w/ audio processor

Qty 2- Self Amplified 1000 watt speakers w/ 100 foot audio cables, soft travel case and Stands

Qty 1- Panasonic HD PTZ camera (to be controlled via IR remote)

Qty 1- Cradle Point LTE dual modem with dual cell service capabilities for network Uplink (City to provide SIM and data service)

Qty 2- Antennas with 100 ft cables and stands for the LTE Modem.

Assumptions

-City will provide wireless cell service for Cradle point

Samsung BE65T-H	1	65 inch diag BET-H Series 4K UHD Pro TV	625.00	625.00
Chief-XVAUB	1	VIDEO CONFERENCE CART	1,953.68	1,953.68
Chief-FCA502	1	VC ACCESSORY SHELF 8	64.13	64.13
Extron-26-663-09	4	4K Premium High Speed HDMI Ultra-Flexible Cable -	52.50	210.00
		9' (2.7 m)		
Extron-60-1324-01	1	Standard Version 80 GB SSD	2,993.75	2,993.75
Panasonic PAAWHE40HK	1	HD Integrate PTZ 30X optical zoom	2,722.50	2,722.50
Shure-MXCW640	5	Wireless Conference Unit	950.00	4,750.00
Shure-MXC420DF/C	5	Dualflex Gooseneck Microphone, 50cm (20 inch)	172.19	860.95
Shure-MXCWAPT	1	Access Point Receiver	2,968.75	2,968.75
Shure-MXCWNCS	1	Networked Charging Station	890.63	890.63
Shure P300-IMX	1	Audio Conferencing processor	1,186.31	1,186.31
RDL-STM-DA3	1	Mic Level Distribution Amplifier - 1x3	150.04	150.04
Dlink DGS-1210-10P	1	Dante Switch	166.67	166.67
Middle Atlantic-TD5LK	1	5SP TEXT. DRAWER W/LOCK	192.50	192.50
		FINISH, WITH KEYLOCK		
Panel Crafter D92681-WQ605778	1	HDMI/XLR Plate	86.03	86.03
Shure-ULXD4D=-G50	1	Dual Digital Wireless Receiver with internal power supply, 1/2	2,363.13	2,363.13
		W		
Shure-ULXD1=-G50	1	Digital Wireless Bodypack Transmitter with Miniature 4-Pin	415.63	415.63
		Conne		
Shure-ULXD2/B58=-G50	1	Handheld Transmitter with BETA 58A Microphone	522.50	522.50

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Digital Networks Group, Inc. Project: 35623-REV3

20382 Hermana Cir. • Lake Forest, CA 92630 • Phone (949) 428-6333 • Fax (949) 428-6334

www.digitalnetworksgroup.com

California Contractors License # 822511



	1	WCW CAT6 Cable	166.25	166.25
Extron-60-1607-01	1	Two Output 4K/60 HDMI Distribution Amplifier	500.00	500.00
Shure-SB900A	1	Lithium-Ion Rechargeable Battery	89.06	89.06
Shure-SBC200-US	1	Dual Docking Charger w/ PS45US Pwr	207.81	207.81
Shure TL47B/O-MTQG-A	1	OMNI LAV, LOW SENS,MTQG,BLACK,ACCS	401.38	401.38
Black Magic Design	2	HDMI/SDI convertors	93.75	187.50
DNG5000	1	mobile cart cable management, power strip, etc	250.00	250.00
		Speakers		
QSC-CP12	2	1000W active portable loudspeaker system; 12-inch woofer; 1.0-inch compression driver; 75 degree conical waveguide; pole socket; selectable user contours. For use as main or stage monitor.	468.75	937.50
QSC-CP12 TOTE	2	Soft, padded tote made with weather resistant, heavy-duty Nylon/Cordura# material.	75.00	150.00
	1	Speakers Stands with Bag	150.00	150.00
Liberty Cable CMK-100AU	2	100ft XLR Cable	82.03	164.06
		Mobile Internet connection- with 2 Antennas		
Panorama WMM4G-6-60-05NJ	2	Wall MNT 4x4 MiMo GAIN ANT 4G/5G 0.5m N	375.16	750.32
Panorama C400NP-30NP	8	Itra low loss C400 extension cable-100 Ft	232.29	1,858.32
Panorama C29SP-1NJ	8	1m/3ft C29 Cable SMA(m)-N(f)	17.65	141.20
Cradlepoint BA1-2200120B-NNN	1	Branch LTE Advanced Pro	1,743.33	1,743.33
Cradlepoint BA-MC400-1200M-B	1	MC400 LTE Advanced Pro 1200Mbps	666.66	666.66
	1	Portable Stand for antenna	150.00	150.00
	1	Hardened Case	277.78	277.78
		Material Subtotal		31,913.37
		Professional services		10,238.94

Pricing Summary

This Quote is Valid for 30 Days.

Shipping & Handling: \$4,982.29

Local Tax \$14,591.00

Lump Sum Project Total: \$257,888.05

DNG PWC/DIR # 1000001928

DIR PROJECT ID # _____



Terms

Design Criteria / Assumptions:

1. Conduits/Electrical Work:

- * All conduit is usable and free of obstructions
- Conduit, backboxes and sleeves provided by others
- * 110 VAC outlets and circuits not included
- * Core drilling not included, unless otherwise noted
- Power Supplies, surge suppressors, UPS not included
- shall be accessible during scheduled work hours

*

2. Pricing:

Pricing is confidential

3. Quality Assurance:

*
* Site

- * All cabling complies with EIA-TIA 568/569B Standards
- * All work shall comply with applicable Building Codes
- * Changes to contract must be approved in writing

* All

System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: _____ Date: _____

Customer: _____ Date: _____



AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

**CITY OF MONTEBELLO PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF MONTEBELLO
AND
DIGITAL NETWORKS GROUP**

THIS AGREEMENT ("Agreement") is made and entered into on October 28 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and DIGITAL NETWORK GROUPS (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Audio Visual Upgrade and related services, as more fully described herein; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. CONSULTANT shall be compensated a sum not-to-exceed (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and

incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement herein below ("Effective Date"), and shall terminate upon completion of procurement of materials and to provide the installation of services as specified herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals,

consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONSULTANT. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its subcontractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed

for any “non-refundable” costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such “non- refundable” costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT’s employees or CONSULTANT’s subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers’ compensation

insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance

against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work

hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A:VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the

policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of

CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The venue for any litigation shall be County of Los Angeles, California and the governing laws shall those of the State of California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If any litigation or action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either

party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the

United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY
City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT
President/Co-Founder
Mike Stammire
20382 Hermana Circle
Lake Forest, CA 92630

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONSULTANT

René Bobadilla, P.E.
City Manager

Mike Stammire
President/Co-Founder

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”
Scope of Services

Exhibit “B”
Schedule of Performance

Exhibit “C”
Schedule of Compensation

EXHIBIT D TO CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

SUBJECT: MEETING CANCELLATION – NOVEMBER 11 AND DECEMBER 9, 2020

DATE: October 28, 2020

RECOMMENDATION

It is recommended that the City Council cancel the meeting of November 11, 2020 in observance of Veteran's Day and as per the November 13, 2019, adopted Resolution No. 19-145 that established recognized holidays for employees. In lieu of holding the November 11, 2020 regular City Council meeting, it is being recommended that this meeting be continued to November 18, 2020 as an Adjourned Regular Meeting. In addition, Staff further recommends that the December 9, 2020 meeting be rescheduled to Wednesday, December 16, 2020.

BACKGROUND / ANALYSIS

The Veteran's Day holiday falls on Wednesday, November 11, 2020, the second Wednesday of the month. Staff recommends continuing the regularly scheduled City Council meeting due to the Veteran's Day holiday and holding an Adjourned Regular Meeting one week later, on November 18, 2020. Also, at the October 14, 2020, City Council meeting, Mayor Melendez requested to postpone the December 9, 2020 to Wednesday, December 16, 2020 due to a scheduling conflict.

FISCAL IMPACT

There is no fiscal impact directly associated with the recommended action.

SUMMARY

It is recommended that in observance of Veteran's Day holiday, the City Council continue the Regular City Council meeting of November 11, 2020 to an Adjourned Regular Meeting to be held on November 18, 2020. In addition, staff recommends that the December 9, 2020 meeting be rescheduled to Wednesday, December 16, 2020.

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. 1499, consisting of 12 pages, and including**

**Warrant No.:
Checks No.: 590621 through 590878;
1473 and 1474;
ACH 19 through 44**

**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 28th DAY OF OCTOBER, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/29/20 - To Payment Date: 10/15/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
590621	09/29/2020	\$9,004.00	CONTRACT SERVICES	2786	UL VERIFICATION SERVICES INC.
590622	10/01/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
590623	10/01/2020	\$2,409.87	UTILITY SERVICES	38380	AT&T
590624	10/01/2020	\$6,076.85	UTILITY SERVICES	39550	AT&T
590625	10/01/2020	\$55.10	UTILITY SERVICES	39550	AT&T
590626	10/01/2020	\$1,460.68	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590627	10/01/2020	\$37.06	UTILITY SERVICES	36610	CITY OF PICO RIVERA
590628	10/01/2020	\$88,872.81	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590629	10/01/2020	\$16,595.42	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590630	10/01/2020	\$3,180.20	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP/TPX COMMUNICATIONS
590631	10/01/2020	\$5,524.60	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC./INFRASTRUCTURE ENGINEERS
590632	10/01/2020	\$66.00	SERVICE	1287	ALTA LANGUAGE SERVICES, INC.
590633	10/01/2020	\$317.59	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590634	10/01/2020	\$20,883.80	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
590635	10/01/2020	\$27,342.00	MACHINERY & EQUIPMENTS	2589	AXON ENTERPRISE, INC.
590636	10/01/2020	\$25,336.99	SUPPLIES	13240	BANKCARD CENTER
590637	10/01/2020	\$465.00	SUPPLIES	3034	EDGAR CABRERA/CABRERA PRINTS
590638	10/01/2020	\$416.00	SERVICE	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
590639	10/01/2020	\$2,500.00	SERVICE	1624	CALIFORNIA PAVING AND GRADING, INC.
590640	10/01/2020	\$24,212.50	FOOD PROGRAM	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
590641	10/01/2020	\$7,837.91	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
590642	10/01/2020	\$325.00	LAWNCARE SERVICE	34230	PHIL CULBERTSON/COLBY'S LAWN CARE
590643	10/01/2020	\$5,087.04	CONTRACT SERVICES	1764	COMMUNICATIONS PROFESSIONALS INC.



City of Montebello

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590644	10/01/2020	\$285.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
590645	10/01/2020	\$166,745.56	ANIMAL CONTROL & SHELTERING SERVICES	30170	CITY OF DOWNEY
590646	10/01/2020	\$6,800.00	SERVICE	41130	MIHM INC./EMERGENCE RESPONSE CRIME SCENE CLEANING
590647	10/01/2020	\$12,666.20	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
590648	10/01/2020	\$775.52	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590649	10/01/2020	\$1,076.75	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590650	10/01/2020	\$775.52	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590651	10/01/2020	\$775.52	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590652	10/01/2020	\$479.51	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590653	10/01/2020	\$779.36	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
590654	10/01/2020	\$6,915.00	OFFICE SUPPLIES	2728	H & V CUSTOM OFFICE CUBICLES CORP.
590655	10/01/2020	\$3,105.53	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
590656	10/01/2020	\$11,522.40	AUDIT SERVICE	46870	HDL COREN & CONE
590657	10/01/2020	\$65.00	SERVICE	44750	HEALTHFIRST MEDICAL GROUP
590658	10/01/2020	\$20,000.00	COVID-19 RESPONSE MEAL PROGRAM	1349	HEART OF COMPASSION
590659	10/01/2020	\$5,691.95	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
590660	10/01/2020	\$10,293.00	MACHINERY & EQUIPMENTS	1612	JCL TRAFFIC SERVICES
590661	10/01/2020	\$716.20	HVAC MAINTENANCE & REPAIR	2152	JOHNSON CONTROLS, INC.
590662	10/01/2020	\$395.00	REFUND	3031	KIMBERLEE BAKER
590663	10/01/2020	\$7,141.00	SERVICE	15070	LEXIPOL, LLC
590664	10/01/2020	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
590665	10/01/2020	\$12,687.50	CITATION POLICE	692	LOS ANGELES COUNTY SUPERIOR COURT
590666	10/01/2020	\$695.13	SUPPLIES	74640	MISSION LINEN SUPPLY
590667	10/01/2020	\$2,431.00	SERVICE	1200	MOBILITY ADVANCEMENT GROUP



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/29/20 - To Payment Date: 10/15/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590668	10/01/2020	\$19,226.08	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
590669	10/01/2020	\$7,000.00	COVID-19 MEAL PROGRAM	97	YOUNG MENS CHRISTIAN ASSOC. OF LOS ANGELES/COMMERCE YMCA
590670	10/01/2020	\$321.16	SERVICE	53120	NATIONAL CONSTRUCTION RENTALS
590671	10/01/2020	\$598.68	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
590672	10/01/2020	\$11,133.89	LANDSCAPE & MAINTENANCE SERVICE	2481	NORTH STAR LAND CARE
590673	10/01/2020	\$353.60	SUPPLIES	3002	NUTRIEN AG SOLUTIONS, INC.
590674	10/01/2020	\$2,588.73	SUPPLIES	15620	OFFICE DEPOT
590675	10/01/2020	\$205.90	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
590676	10/01/2020	\$79,807.20	SERVICE	42180	PCAM, LLC/PARKING COMPANY OF AMERICA LLC
590677	10/01/2020	\$539.86	INSURANCE PREMIUM	42490	LINDA PAYAN
590678	10/01/2020	\$8,975.00	CONTRACT SERVICES	1720	PLANETBIDS, INC.
590679	10/01/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590680	10/01/2020	\$2,006.36	SUPPLIES	503	QUADIENT, INC.
590681	10/01/2020	\$1,995.00	SERVICE	2944	RESERV CONSTRUCTION
590682	10/01/2020	\$536.00	GOLF	3032	SAWTELLE GOLF CLUB
590683	10/01/2020	\$20,314.67	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
590684	10/01/2020	\$1,501.90	INSURANCE PREMIUM	9340	GEORGE S. SIMONIAN
590685	10/01/2020	\$2,946.21	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
590686	10/01/2020	\$483.01	INSURANCE PREMIUM	1990	STANDARD INSURANCE COMPANY
590687	10/01/2020	\$1,320.00	SERVICE	2681	TECTA AMERICA SOUTHERN CALIFORNIA, INC.
590688	10/01/2020	\$3,125.00	PROFESSIONAL SERVICES	65440	TIERRA WEST ADVISORS
590689	10/01/2020	\$1,925.63	SUPPLIES	44510	LV CROWN LLC
590690	10/01/2020	\$535.60	INSURANCE PREMIUM	27300	ROBERT C. TUFANO
590691	10/01/2020	\$7,217.34	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE



City of Montebello

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590692	10/01/2020	\$3,221.47	SERVICE	20070	UC REGENTS/UCLA CENTER PREHOSPITAL CARE
590693	10/01/2020	\$5,237.63	SERVICE	37	U.S. SECURITY ASSOCIATES, INC./AN ALLIED UNIVERSAL CO.
590694	10/08/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
590695	10/08/2020	\$636.44	UTILITY SERVICES	1732	AT&T CORP.
590696	10/08/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
590697	10/08/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
590698	10/08/2020	\$614.84	UTILITY SERVICES	39550	AT&T
590699	10/08/2020	\$6,608.20	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590700	10/08/2020	\$22,194.19	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
590701	10/08/2020	\$31.45	UTILITY SERVICES	100	PICO WATER DISTRICT
590702	10/08/2020	\$14,174.98	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
590703	10/08/2020	\$75,912.26	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590704	10/08/2020	\$5,286.94	UTILITY SERVICES	526	T-MOBILE USA, INC.
590705	10/08/2020	\$51.66	UTILITY SERVICES	23610	VERIZON WIRELESS
590706	10/08/2020	\$2,972.77	UTILITY SERVICES	23610	VERIZON WIRELESS
590707	10/08/2020	\$1,295.11	UTILITY SERVICES	23610	VERIZON WIRELESS
590708	10/08/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
590709	10/08/2020	\$200.09	UTILITY SERVICES	23610	VERIZON WIRELESS
590710	10/08/2020	\$1,022.59	UTILITY SERVICES	23610	VERIZON WIRELESS
590711	10/08/2020	\$2,196.84	UTILITY SERVICES	23610	VERIZON WIRELESS
590712	10/08/2020	\$198.08	SERVICE	1674	1st JON INC.
590713	10/08/2020	\$688.94	UTILITY SERVICES	2257	AIRESPRING INC.
590714	10/08/2020	\$15,083.08	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC.
590715	10/08/2020	\$38,460.20	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN



City of Montebello

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590716	10/08/2020	\$2,894.46	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590717	10/08/2020	\$44,586.50	MACHINERY & EQUIPMENTS	74870	AVAIL TECHNOLOGIES, INC.
590718	10/08/2020	\$5,426.48	LANDSCAPE SERVICE	1237	AZTECA LANDSCAPE
590719	10/08/2020	\$4,229.68	SERVICE	299	BALLARD & BALLARD INVESTIGATIONS
590720	10/08/2020	\$195.00	SERVICE	983	ABBA TERMITE AND PEST CONTROL, INC.
590721	10/08/2020	\$837.65	SERVICE	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
590722	10/08/2020	\$825.58	SUPPLIES	844	BEST LAWNMOWER, INC
590723	10/08/2020	\$270.00	GENERAL GOVERNMENT	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
590724	10/08/2020	\$9,655.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING, INC.
590725	10/08/2020	\$677.37	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
590726	10/08/2020	\$197.90	SUPPLIES	438	CODE RED FIRE, INC.
590727	10/08/2020	\$536.66	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
590728	10/08/2020	\$78.65	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
590729	10/08/2020	\$6,047.70	SERVICE	59180	COMPUTER PROTECTION TECHNOLOGY, INC
590730	10/08/2020	\$770.00	MACHINERY & EQUIPMENTS	950	CUMMINS PACIFIC, LLC
590731	10/08/2020	\$875.00	SERVICE	2759	D. F. POLYGRAPH
590732	10/08/2020	\$1,426.46	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
590733	10/08/2020	\$661.81	SUPPLIES	70920	DECALS BY DESIGN, INC.
590734	10/08/2020	\$44,491.28	INSURANCE PREMIUM	4110	DELTA DENTAL OF CALIFORNIA
590735	10/08/2020	\$857.38	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
590736	10/08/2020	\$142.35	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES
590737	10/08/2020	\$13,642.83	CONTRACT SERVICES	2963	DIGITAL TELECOMMUNICATIONS CORPORATION
590738	10/08/2020	\$7,396.00	SUPPLIES	1895	ESSC INC./ELECTRONIC SECURITY SPECIALIST & CABLING
590739	10/08/2020	\$6,800.00	SERVICE	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE CLEANING



City of Montebello

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From Payment Date: 09/29/20 - To Payment Date: 10/15/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590740	10/08/2020	\$6,900.00	DUES & SUBSCRIPTIONS	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
590741	10/08/2020	\$12,666.20	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
590742	10/08/2020	\$60.00	SERVICE	23660	DAIOHS USA/FIRST CHOICE
590743	10/08/2020	\$7,953.95	CONTRACT SERVICES	371	FLO-SERVICES, INC.
590744	10/08/2020	\$8,478.16	JAIL SERVICE	2981	G4S SECURE SOLUTIONS (USA) INC.
590745	10/08/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
590746	10/08/2020	\$133.48	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
590747	10/08/2020	\$463.03	SUPPLIES	30190	I.B. AUTO PARTS, INC.
590748	10/08/2020	\$18,750.00	WORKERS COMP	2910	HAZELRIGG CLAIMS MANAGEMENT SERVICES
590749	10/08/2020	\$441.00	SERVICE	2994	HOUSE OF WINNERS, INC.
590750	10/08/2020	\$36.49	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
590751	10/08/2020	\$3,608.53	SERVICE	2763	INSIGHT PUBLIC SECTOR, INC.
590752	10/08/2020	\$5,030.58	HVAC MAINTENANCE & REPAIR	2152	JOHNSON CONTROLS, INC.
590753	10/08/2020	\$2,156.24	SUPPLIES	26670	LIFE-ASSIST, INC.
590754	10/08/2020	\$356.67	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
590755	10/08/2020	\$2,520.00	SERVICE	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
590756	10/08/2020	\$4,284.00	LANDSCAPE SERVICE	2144	MARIPOSA LANDSCAPES, INC.
590757	10/08/2020	\$4,614.30	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
590758	10/08/2020	\$865.01	TRAVEL & MEETINGS	790	CITY OF MONTEBELLO PETTY CASH
590759	10/08/2020	\$154.15	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO.
590760	10/08/2020	\$4,997.85	CONTRACT SERVICES	2974	MULTI W SYSTEMS, INC.
590761	10/08/2020	\$523.76	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
590762	10/08/2020	\$3,686.98	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
590763	10/08/2020	\$498.76	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS



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590764	10/08/2020	\$717.73	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
590765	10/08/2020	\$2,469.86	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
590766	10/08/2020	\$45,000.00	CONTRACT SERVICES	2801	OPENGOV, INC.
590767	10/08/2020	\$159.80	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
590768	10/08/2020	\$1,050.00	SERVICE	13680	PEERY & ASSOCIATES, INC.
590769	10/08/2020	\$324.45	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL, INC.
590770	10/08/2020	\$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590771	10/08/2020	\$2,028.55	VEHICLE MAINTENANCE/EXPENSES	1375	RDO EQUIPMENT CO.
590772	10/08/2020	\$5,881.61	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590773	10/08/2020	\$2,452.85	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590774	10/08/2020	\$12,392.02	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590775	10/08/2020	\$24,499.24	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590776	10/08/2020	\$62,012.20	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
590777	10/08/2020	\$38,378.85	CONTRACT SERVICES	2361	SIEMENS MOBILITY
590778	10/08/2020	\$474.11	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
590779	10/08/2020	\$3,530.00	TRAINING	2721	MARIO SOTO/SPORTS PSYCHOLOGY CONSULTING AND LIFE COACH
590780	10/08/2020	\$144.51	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590781	10/08/2020	\$421.02	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590782	10/08/2020	\$143.22	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590783	10/08/2020	\$300.00	DUES & SUBSCRIPTIONS	29600	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS
590784	10/08/2020	\$3,398.91	TAYLOR RANCH DEDICATION PLAQUE	3007	SOUTHERN CALIFORNIA TROPHY COMPANY
590785	10/08/2020	\$1,001.55	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
590786	10/08/2020	\$15,509.19	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
590787	10/08/2020	\$356.12	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.



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590788	10/08/2020	\$499.00	TRAINING	2699	KIM TURNER, LLC
590789	10/08/2020	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
590790	10/08/2020	\$5,137.40	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC./AN ALLIED UNIVERSAL COMPANY
590791	10/08/2020	\$4,955.74	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
590792	10/08/2020	\$880.00	SUPPLIES	2000	VITAL MEDICAL SERVICES LLC.
590793	10/08/2020	\$2,420.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
590794	10/08/2020	\$5,600.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY, INC.
590795	10/08/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
590796	10/08/2020	\$1,431.88	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
590797	10/08/2020	\$9,956.78	VEHICLE MAINTENANCE/EXPENSES	288	ZEMARC CORPORATION
590798	10/08/2020	\$7,231.44	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
590799	10/08/2020	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
590800	10/08/2020	\$13,642.83	CONTRACT SERVICES	2963	DIGITAL TELECOMMUNICATIONS CORPORATION
590801	10/08/2020	\$6,653.20	OFFICE FURNITURE	2676	BKM OFFICE FURNITURE
590802	10/12/2020	\$2,250.00	CONTRACT SERVICES	70050	JTD CONSULTING, INC.
590803	10/12/2020	\$8,728.00	MISCELLANEOUS EXPENSE	3038	LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY
590804	10/13/2020	\$10,060.31	MACHINERY & EQUIPMENTS	3042	UNITED RENTALS (NORTH AMERICA), INC.
590805	10/15/2020	\$2,130.67	UTILITY SERVICES	39550	AT&T
590806	10/15/2020	\$4,474.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
590807	10/15/2020	\$70,924.50	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590808	10/15/2020	\$19,720.49	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
590809	10/15/2020	\$9,224.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL, INC.
590810	10/15/2020	\$4,620.00	TRAINING	41790	ADLERHORST INTERNATIONAL, LLC
590811	10/15/2020	\$185.06	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.



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590812	10/15/2020	\$4,724.26	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590813	10/15/2020	\$322,912.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS SERVICE
590814	10/15/2020	\$375.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
590815	10/15/2020	\$1,976.48	LANDSCAPE SERVICE	1237	AZTECA LANDSCAPE
590816	10/15/2020	\$196.28	SUPPLIES	844	BEST LAWNMOWER, INC
590817	10/15/2020	\$3,596.00	FOOD PROGRAM SERVICE	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
590818	10/15/2020	\$8,255.75	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
590819	10/15/2020	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
590820	10/15/2020	\$600.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC.
590821	10/15/2020	\$1,091.83	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
590822	10/15/2020	\$68,326.46	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
590823	10/15/2020	\$973.00	SERVICE	2915	TED W. PAGE ENTERPRISES, INC./CONCRETE CORING CO.
590824	10/15/2020	\$50.00	SERVICE	1569	DISCOVERY BENEFITS
590825	10/15/2020	\$530.00	CONTRACT SERVICES	2229	EAGLE PORTABLES INC.
590826	10/15/2020	\$192.81	FUEL	1894	ECONOMY RENTAL, INC.
590827	10/15/2020	\$120.00	WATER SERVICE	23660	DAIOHS USA/FIRST CHOICE SERVICE
590828	10/15/2020	\$14,916.67	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, INC
590829	10/15/2020	\$2,307.07	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
590830	10/15/2020	\$2,172.00	SERVICE	71920	TOYETTA L. BEUKES/FORENSIC NURSE RESPONSE TEAM
590831	10/15/2020	\$8,663.84	JAIL SERVICE	2981	G4S SECURE SOLUTIONS (USA) INC.
590832	10/15/2020	\$9,975.00	SERVICE	2861	JOSE L. GARCIA/AAA SUSPENDED CEILINGS
590833	10/15/2020	\$247.97	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG LLC
590834	10/15/2020	\$17,760.00	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
590835	10/15/2020	\$842.31	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD, INC.



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590836	10/15/2020	\$1,277.42	SUPPLIES	9470	GRAINGER, INC.
590837	10/15/2020	\$4,798.79	SERVICE	8	GRAYBAR ELECTRIC COMPANY, INC
590838	10/15/2020	\$425,102.61	TAYLOR RANCH GREENSPACE PROJECT	2815	GREEN GIANT LANDSCAPE INC.
590839	10/15/2020	\$1,885.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
590840	10/15/2020	\$879.00	SERVICE	993	IVA SOLUTIONS, INC.
590841	10/15/2020	\$11,989.13	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
590842	10/15/2020	\$11,327.19	HVAC MAINTENANCE & REPAIR	2152	JOHNSON CONTROLS, INC.
590843	10/15/2020	\$33,711.00	FOOD PROGRAM	2923	LA PALOMA GRILL
590844	10/15/2020	\$180.00	REFUND	3040	LAURA INUGUEZ
590845	10/15/2020	\$916.94	SUPPLIES	26670	LIFE-ASSIST, INC.
590846	10/15/2020	\$2,142.00	LANDSCAPE SERVICE	2144	MARIPOSA LANDSCAPES, INC.
590847	10/15/2020	\$232.78	TRAINING	13340	JULIO MARTINEZ
590848	10/15/2020	\$28.97	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
590849	10/15/2020	\$504.06	SUPPLIES	74640	MISSION LINEN SUPPLY
590850	10/15/2020	\$300.00	TRAINING	116	ADAM MITCHELL
590851	10/15/2020	\$137.75	EDUCATION REIMBURSEMENT	8720	SCOTT MORTON
590852	10/15/2020	\$608.43	PERMITS AND FEES	2491	MOTION PICTURE LICENSING CORPORATION
590853	10/15/2020	\$233.91	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
590854	10/15/2020	\$1,000.00	CONTRACT SERVICES	3039	MVS MEDIA GROUP, LLC
590855	10/15/2020	\$73.71	SUPPLIES	70710	NIVEL PARTS & MFG CO., LLC
590856	10/15/2020	\$179.03	SUPPLIES	3002	NUTRIEN AG SOLUTIONS, INC.
590857	10/15/2020	\$2,500.00	CONTRACT SERVICES	75730	THE NYHART COMPANY/EPLER
590858	10/15/2020	\$3,900.00	CARAVAN SUPPORT SERVICE	2242	PAGEANTRY PARADES
590859	10/15/2020	\$179.30	CONTRACT SERVICES	36070	PATHOLOGY & LAB. MED. GROUP



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590860	10/15/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590861	10/15/2020	\$425.00	CONTRACT SERVICES	43	RELIABLE MONITORING SERVICES
590862	10/15/2020	\$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
590863	10/15/2020	\$231.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO.
590864	10/15/2020	\$2,675.00	MACHINERY & EQUIPMENTS	2708	STRYKE SECURITY INC.
590865	10/15/2020	\$3,760.00	PRE-EMPLOYMENT BACKGROUND	72100	LEO ARNOLD/SUNSET DETECTIVES
590866	10/15/2020	\$882.00	VEHICLE MAINTENANCE/EXPENSES	610	THE JANEK CORPORATION
590867	10/15/2020	\$1,832.00	CONTRACT SERVICES	4020	TORO NSN
590868	10/15/2020	\$718.95	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP/TPX COMMUNICATIONS
590869	10/15/2020	\$571.10	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
590870	10/15/2020	\$1,128.84	SUPPLIES	19840	TURF STAR, INC.
590871	10/15/2020	\$576.55	SUPPLIES	45120	ULINE
590872	10/15/2020	\$4,955.74	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
590873	10/15/2020	\$106.08	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC.
590874	10/15/2020	\$1,250.00	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
590875	10/15/2020	\$405.00	EDUCATION REIMBURSEMENT	33900	ELIZABETH ORTEGA
590876	10/15/2020	\$23,208.17	LGEGAL SERVICE	3030	HENRY S. DAVID/THE DAVID FIRM
590877	10/15/2020	\$52.51	CONTRACT SERVICES	46870	HDL COREN & CONE
590878	10/15/2020	\$11,469.89	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES

Subtotal \$2,601,871.57

4331 - General Account

EFT

19	10/01/2020	\$61.74	CONTRACT	35980	ARTE PRINTING
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20	10/01/2020	\$380.67	CONTRACT	31270	ASTRO PLUMBING SUPPLY CO.
21	10/01/2020	\$26,295.00	SUMMER FOOD PROGRAM	2119	BETTER 4 YOU BREAKFAST, INC.
22	10/01/2020	\$10,625.57	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
23	10/01/2020	\$4,178.04	CONTRACT SERVICES	1993	STRICTLY TECH
24	10/08/2020	\$1,000.00	SUMMER FOOD PROGRAM	2119	BETTER 4 YOU BREAKFAST, INC.
25	10/08/2020	\$21,493.84	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING INC.
26	10/08/2020	\$3,077.54	CONTRACT SERVICES	43860	HI-WAY SAFETY, INC.
27	10/08/2020	\$3,158.99	COPIER SERVICE	2793	IBE DIGITAL
28	10/08/2020	\$222,216.22	CONTRACT SERVICES	2954	MANHOLE ADJUSTING INC.
29	10/08/2020	\$19,470.77	CONTRACT SERVICES	26880	MR. ROOTER PLUMBING
30	10/08/2020	\$73,876.18	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
31	10/08/2020	\$11,612.90	GOLF COURSE SERVICE	2787	S & S LABARGE GOLF INCORPORATED
32	10/08/2020	\$2,457.74	REIMBURSEMENT	33960	SOSNOWSKI, DAVID
34	10/15/2020	\$2,926.67	CONTRACT SERVICES	31270	ASTRO PLUMBING SUPPLY CO.
35	10/15/2020	\$1,320.83	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
36	10/15/2020	\$333.26	SUPPLIES	2889	COMLOCK SECURITY GROUP, INC.
37	10/15/2020	\$14,094.10	ELECTRICAL REPAIR SERVICE	1175	GRAPHIC ELECTRIC, INC.
38	10/15/2020	\$6,389.16	TAYLOR RANCH	2994	HOUSE OF WINNERS, INC.
39	10/15/2020	\$1,083.46	MOTORCYCLE REPAIR SERVICE	69140	HUNTINGTON BEACH HONDA
40	10/15/2020	\$925,844.39	CONTRACT SERVICES	2954	MANHOLE ADJUSTING INC.
41	10/15/2020	\$3,553.24	RED LIGHT CAMERA	61050	REDFLEX TRAFFIC SYSTEMS
42	10/15/2020	\$300.00	TRAINING	45050	RODRIGUEZ, OMAR
43	10/15/2020	\$4,400.89	SERVICE	1993	STRICTLY TECH
44	10/15/2020	\$30,000.00	AUDIT SERVICE	75020	VASQUEZ & COMPANY LLP
Subtotal		\$1,390,151.20			
6093 - Successor Agency					
1473	10/08/2020	\$1,867.50	LEGAL SERVICES	75020	VASQUEZ & COMPANY LLP
1474	10/08/2020	\$4,901.10	SERVICE	17870	BANK OF NEW YORK MELLON
Subtotal		\$6,768.60			
Total		<u>\$3,998,791.37</u>			