

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, JULY 24, 2019

5:30 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR

SALVADOR MELENDEZ
MAYOR PRO TEM

KIMBERLY A. COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

INTERIM CITY MANAGER
Paul L. Talbot

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 Recreation and Community Services
Director of Transportation

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Bob Franco
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Hadjinian**
- 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:

Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of 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. Please show courtesy to others and direct all of your comments to the Mayor.

***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

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9 (d)(1)
Name of Case: JCS v. City of Montebello

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Creswell v. City of Montebello (Case no. BC 673051)

REGULAR SESSION

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

**A. RECOGNITION OF RECREATION AND COMMUNITY SERVICES DEPARTMENT –
“PARKS MAKE LIFE BETTER MONTH”**

**B. AD HOC COMMITTEE REPORTS – CITY COUNCILMEMBERS WILL GIVE A
BRIEF UPDATE ON THEIR INDIVIDUAL AD HOC COMMITTEES**

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

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

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

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

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

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

CONSENT MATTERS (13-23)

- 13. CITY COUNCIL APPROVAL TO CONTINUE WITH THE TERMS OF AGREEMENT 2848, A SOFTWARE AND MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. AND THE MONTEBELLO POLICE DEPARTMENT**

CONTINUED TO NEXT MEETING

- 14. AWARD OF PROFESSIONAL AGREEMENT FOR LEGAL SERVICES TO JONES & MAYER, FOR SERVICES RELATED TO PITCHESS MOTION(S) AND OTHER SIMILAR DISCOVERY REQUESTS AS DETAILED IN RFP#19-17**

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a professional agreement to Jones & Mayer for legal services related to Pitchess motion(s) and other similar discovery request as detailed in RFP #19-17 related to Police Department court cases; and
- 2) Authorize the Interim City Manager to execute the professional agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

- 15. APPROVAL TO PURCHASE ELECTRONIC CITATION DATA COLLECTION SYSTEM**

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the use of California Office of Traffic and Safety- Selective Traffic Enforcement Program funding for the purchase of a Brazos Electronic Citation Collection System from Tyler Technologies Public Safety Solutions; and

- 2) Utilize the **Sourcewell** Competitive Government bidding process, in lieu of our standard purchasing practice; and
- 3) Take such additional related, action that may be desirable

16. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3342 WITH SIEMENS MOBILITY INC, FOR TRAFFIC SIGNAL MAINTENANCE AND REPAIRS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3342 for Traffic Signal Maintenance and Repairs with Siemens Mobility, Inc., including an annual not-to-exceed amount of \$280,000,
- 2) Authorize the Interim City Manager to execute the amendment on behalf of the City, and
- 3) Take such additional, related action that may be desirable.

17. APPROVE PLANS AND SPECIFICATIONS FOR C.P. # 872 - STREET AND INTERSECTION PAVEMENT REHABILITATION (FY 2018/2019) AND FIND THE PROJECT CATEGORICALLY EXEMPT PURSUANT TO THE STATE GUIDELINES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND AUTHORIZE PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR BIDS AND DESIGNATE AUGUST 12, AT 11:10 AM AS THE BID OPENING DATE

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 872, Street and Intersection Pavement Rehabilitation Project FY 2018/2019
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA)
- 3) Authorize the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM as the bid opening date
- 4) Take such additional, related action that may be desirable

18. ADOPT RESOLUTIONS FOR SUBMISSION OF TWO APPLICATIONS UNDER THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the attached Resolutions approving two applications for state funds from the Prop 68 Statewide Park Development and Community Revitalization Program for City Park and Reggie Rodriguez Park.
- 2) Take such additional, related action that may be desirable.

19. AUTHORIZATION TO INCLUDE FTA-FUNDED TRANSIT CAPITAL PROJECTS AND OTHER QUALIFIED EXPENDITURES IN THE FY 18-19 AND FY 19-20 BUDGETS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt a resolution approving the inclusion of six (6) FTA-funded transit capital projects and other qualified expenditures for projects in the FY 18-19 and FY 19-20 budgets.
- 2) Take such additional, related action that may be desirable.

20. APPROVE AMENDING THE TABLE OF ORGANIZATION, AND THE CLASSIFICATION AND COMPENSATION PLANS FOR NEWLY BUDGETED POSITIONS IN THE HUMAN RESOURCES DEPARTMENT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve amending the City's table of organization, classification and compensation plans for the newly budgeted positions in the City's Human Resources (HR) Department; and
- 2) Take such additional, related, action that may be desirable.

21. MONTHLY INVESTMENT REPORT – JUNE 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve and file said report; and
- 2) Take such additional, related, action that may be desirable.

22. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 24, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the proposed resolution approving the Warrant Register dated July 24, 2019; and
- 2) Take such additional, related action that may be desirable.

23. APPROVAL OF MINUTES: REGULAR SESSION OF JULY 10, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the minutes as written; and
- 2) Take such additional, related action that may be desirable.

24. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

25. MAYOR PRO TEM MELENDEZ

None

26. COUNCILMEMBER COBOS-CAWTHORNE

- a. National Night Out – August 6, 2019
- b. Montebello Police Foundation Golf Tournament – August 29, 2019

- c. Park swings for those who are handicapped and/or have special needs

27. COUNCILMEMBER JIMENEZ

- a. Assemblywoman Garcia's movie night.
- b. Women's resource fair.

28. COUNCILMEMBER TORRES

- a. Pick and Stroll
- b. Coffee with Councilman David Torres.

29. MAYOR HADJINIAN

None.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Interim City Manager

BY: Brad Keller, Chief of Police

SUBJECT: Award of professional agreement for legal services to Jones & Mayer, for services related to Pitchess motion(s) and other similar discovery requests as detailed in RFP#19-17

DATE: July 24, 2019

RECOMMENDATION

It is recommended that City Council:

1. Award a professional agreement to Jones & Mayer for legal services related to Pitchess motion(s) and other similar discovery request as detailed in RFP #19-17 related to Police Department court cases; and
2. Authorize the Interim City Manager to execute the professional agreement on behalf of the City.
3. Take such additional, related, action that may be desirable.

BACKGROUND

On February 11, 2019, the City issued Request for Proposal (RFP) # 19-17 for Police Department Pitchess Attorney Services. The solicitation was noticed on Planet Bids (via the City website). On March 8, 2019, the City received eight (8) proposals in response to RFP #19-17. A copy of the RFP is available in the City Clerk's Office.

ANALYSIS

The following firms submitted responses to the RFP:

Jones & Mayer
Hurrell Cantrall LLP
Alvarez-Glasman & Colvin
Best Best & Krieger LLP
Burke, Williams & Sorensen, LLP
Atkinson, Andelson, Loya, Ruud & Romo
Liebert Cassidy Whitmore
Richards, Watson & Gershon

ITEM #14

A review panel evaluated the proposals based on the following scoring criteria:

- 1) Lowest overall price
- 2) Adherence to specifications as detailed in the RFP
- 3) Firm's experience in providing similar services
- 4) References

Below are the average panel scores and prices for each firm:

Firm	Average Score	Price per Hour
Jones & Mayer	95	\$195
Hurrell Cantrall LLP	86	\$200
Alvarez-Glasman & Colvin	75	\$210
Best Best & Krieger LLP	44.3	\$230
Burke, Williams & Sorensen LLP	74.3	\$255
Atkinson, Andelson, Loya, Ruud & Romo	58.3	\$265
Liebert Cassidy Whitmore	70	\$290
Richards, Watson & Gershon	65.3	\$295

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price), and references, the firm with the best qualifications and experience that meets the needs of the Police Department is Jones & Mayer.

FISCAL IMPACT

Jones & Mayer annual fee proposal to provide the services listed in RFP# 19-17 will be set at the rate of \$195 per hour. This amount is currently budgeted under Police Department, Support Services, Legal Services (Account #100-80-815-6040.75). Staff recommends awarding the contract for a term of three (3) years with the option to extend the contract for two (2) one-year terms with an annual cap not to exceed \$30,000 per year.

SUMMARY

Upon review and analysis of the eight responses to the City's RFP#19-17 for Police Department Pitchess Attorney Services, staff recommends awarding the annual contract to Jones & Mayer. The City Council will consider awarding this contract to Jones & Mayer and will consider authorizing the Interim City Manager to execute the contract on behalf of the City.

ATTACHMENT

- Exhibit A-Sample Professional Agreement
- Exhibit B- Request for Proposal
- Exhibit C- Schedule of Compensation

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN CITY OF MONTEBELLO AND _____

THIS AGREEMENT ("Agreement") is made and entered into on _____, 2019, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "ATTORNEY"). CITY and ATTORNEY are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the Montebello Police Department desires to retain a qualified, licensed attorney to provide legal representation, advice, and guidance for Pitchess Motions and Henthron/Giglio requests; and

WHEREAS, ATTORNEY represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

- A. All terms, conditions, requirements, and provisions of the Request for Proposal for Pitchess Attorney Services ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.
- B. ATTORNEY shall provide to CITY legal representation, advice, and guidance related to Pitchess Motions and Henthorn/Giglio requests received by the CITY as set forth fully in the Request for Proposals (hereinafter "Professional Services").
- C. ATTORNEY shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). ATTORNEY shall provide an itemized billing statement to the CITY at the completion of all Professional Services performed. ATTORNEY shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. ATTORNEY shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. ATTORNEY shall employ, at a minimum, generally accepted standards and practices utilized by attorneys engaged in providing similar services, as are required of ATTORNEY hereunder, in meeting its obligations under this Agreement.
- c. ATTORNEY shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. ATTORNEY shall have the right to retain, subject to CITY's approval, additional individuals, consultants or attorneys to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or attorneys shall be the sole and exclusive responsibility of ATTORNEY.
- e. ATTORNEY shall retain all original reports,, work product, pleadings, notes, correspondence, and other documents specifically related to the services provided by ATTORNEY pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. ATTORNEY hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.
- b. All data, documents, discussion, or other information developed or received by ATTORNEY or provided for performance of this Agreement are deemed confidential and shall not be disclosed by ATTORNEY without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. ATTORNEY agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by ATTORNEY under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by ATTORNEY and shall be the CITY agent with respect to obtaining ATTORNEY'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 Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to ATTORNEY. Upon the termination of this Agreement as provided herein, the CITY shall provide to ATTORNEY the part of Compensation which would otherwise be payable to ATTORNEY for services ATTORNEY 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 ATTORNEY shall be reimbursed for any "non-refundable" costs that ATTORNEY has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the ATTORNEY prior to the date of termination, and (2) that ATTORNEY provides the CITY with adequate proof that ATTORNEY incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by ATTORNEY for its performance of services under this Agreement. ATTORNEY agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by ATTORNEY during the term of this Agreement.

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

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

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 10. INDEPENDENT CONTRACTOR.

- a. ATTORNEY is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of ATTORNEY except as expressly set forth in this Agreement. ATTORNEY shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to ATTORNEY in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to ATTORNEY for performance hereunder for CITY. CITY shall not be liable for compensation to ATTORNEY or ATTORNEY's employees 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 ATTORNEY 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 ATTORNEY. CITY shall have no responsibility to provide ATTORNEY or its employees with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

- a. In the event that ATTORNEY or any employee or agent of ATTORNEY providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, ATTORNEY shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of ATTORNEY or its employees, agents, or sub-ATTORNEYS, 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, ATTORNEY and any of its employees, agents, and sub-ATTORNEYS 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

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, ATTORNEY shall carry, maintain, and keep in full force and effect professional liability insurance and insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with ATTORNEY's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- ☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- ☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- ☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

- ☐ **Professional Liability** insurance appropriate to the ATTORNEY'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If ATTORNEY maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by ATTORNEY.

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

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. ATTORNEY 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 ATTORNEY'S expense, the premium thereon.

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

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

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

The insurance provided by ATTORNEY shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of ATTORNEY's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit ATTORNEY, and ATTORNEY's employees, or agents from waiving the right of subrogation prior to a loss. ATTORNEY hereby waives all rights of subrogation against the CITY.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

ATTORNEY 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-ATTORNEY, 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 ATTORNEY and shall not bind or purport to bind CITY and shall not release ATTORNEY 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-ATTORNEYS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to ATTORNEY under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Chief of Police
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: bkeller@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, ATTORNEY shall not discriminate against any employee 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. ATTORNEY will take affirmative action to ensure that 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.

ATTORNEY 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 ATTORNEY under this Agreement, or which would conflict in any manner with the performance of its services hereunder. ATTORNEY further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, ATTORNEY shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

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

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and ATTORNEY. 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

ATTORNEY

Paul L. Talbot
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

1. Invitation to Bid

The Montebello Police Department (MPD) is seeking proposals from qualified and experienced Service Providers who are interested in contracting with the City of Montebello (CITY) to provide legal representation, advice and guidance for Pitchess Motions and Henthorn/Giglio requests.

Depending on the availability of funding and the needs of the CITY, the MPD's objective is to award one experienced Service Provider(s) who will provide the services noted under the Scope of Service in **Section 4** of this RFP. The proposed contract term will be for three (3) years with the option to extend the contract for up to two years at the discretion of the CITY.

2. Overview

Pitchess motions and Federal Henthorn/Giglio Requests are pretrial motions made by the defense in a criminal proceeding to request access to the confidential personnel files of police officers for any material tending to impeach the character or testimony of the officers in a criminal trial.

3. Minimum Qualifications

Service Provider must possess demonstrated competency in all aspects of laws, both state and federal, pertaining to peace officer personnel records and their discovery.

Service Provider must also be conversant and up-to-date in their knowledge of the laws governing Pitchess Motions and Henthorn/Giglio requests in order to prevent unwarranted disclosure of peace officer personnel records.

With the recent passage of SB1421, which allows members of the public to obtain personnel records previously available only through the Pitchess procedure, it is anticipated that a deluge of requests will be received after the new calendar year when the Bill goes into effect therefore it will be necessary for the Service Provider to be available for legal consultation both personally and telephonically.

Service Provider must also possess demonstrated competency in Pitchess oppositions, appellate court litigation and writ preparation.

4. Scope of Service

Service Provider shall furnish all labor, materials, equipment, tools, supplies necessary, transportation, licenses, permits, and insurance to provide legal representation and consultation for Pitchess Hearings and Henthorn/Giglio Requests. Service Provider shall provide representation and consultation in

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

federal courts throughout the country. The scope of services includes legal services on an as needed basis.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Police Department.

BIDDER’S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFP shall be directed in writing no later than Friday, March 3, 2019 @ 5:00 p.m., to MPD: Attn: Sergeant Jennifer Carrera, jcarrera@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

**NOTICE INVITING REQUEST FOR PROPOSALS
For Pitchess Attorney Services**

RFP NO. 19-17

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as CITY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello’s official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **5:00 p.m. on Friday March 8, 2019.**

Copies of the specifications and contract documents are available on PlanetBids Vendor Portal, accessed through the City of Montebello’s official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will be required.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted as required.

The successful Service Provider will be required to possess business licenses from the City.

The CITY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFP is Sergeant Jennifer Carrera. She can be reached at (323) 887-1200 ext. 297 or by email at jcarrera@cityofmontebello.com.

THE DATE OF SOLICITATION: Monday February 11, 2019
SUBMITTAL DUE DATE: Friday March 8, 2019 @ 5:00 pm
AWARD DATE: _____ Council Meeting (as required)

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. All proposals must either be 1) on paper, mailed or delivered to the City of Montebello OR 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will provide requested services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the firm's experience in providing similar services
- c. Identify any attorneys that you would expect to use, noting relevant disciplines. Include resumes and information regarding that individual's qualifications.
- d. Utilize and attach the Bidder Information sheet (Page)

3. References

- a. Provide a list of at least 3 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's name or Team's Capabilities and Abilities; Review Times.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

5. **Customer Service** - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.

6. **Standard Professional Services Agreement** - Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

BIDDER INFORMATION

**City of Montebello – Pitchess Attorney Services
FOR THE CITY OF MONTEBELLO, CA**

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Firm Name: _____

Street Address: _____

Mailing Address: _____

City: _____ **Zip Code:** _____

Remit to Address: _____

City: _____ **Zip Code:** _____

Phone #: _____

Fax#: _____

Name: _____

Title: _____

Signature/Date: _____

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 45 days after the closing date.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. Bidders will be notified of the intent to award via the PlanetBids Vendor Portal. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible bidder:

- | | | |
|----|---|-----|
| A. | Lowest overall price | 40% |
| B. | Adherence to specifications as detailed in this RFP | 20% |
| C. | Firm's experience in providing similar services | 20% |
| D. | References | 20% |

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

COMMENCEMENT OF SERVICES - A Purchase Order will be issued once: Council authority is granted, if applicable; All agreements have been executed; Insurance requirements have been met; Verification of valid City Business License; Verification of current W-9 State Tax Form. Commencement of services shall begin once Bidder receives the Notice to Proceed and Purchase Order from the City and applies for a no-fee permit (where required).

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHES ATTORNEY SERVICES

RETURN OF BID/CLOSING DATE/RETURN TO – Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

DELIVERY OF PROPOSALS – All Submittals for this RFP must be done electronically through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. ***There are no fees to register and bid on this RFP.***

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from, the contract documents or questions as to their meaning shall, at once, be brought to the attention of the City. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The City will not be responsible for any other explanations or interpretations.

ADDENDA TO THE DOCUMENTS – The City reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the bidder's proposal in the space provided.

ADDITIONAL INFORMATION – The City reserves the right to require of a bidder, information regarding financial responsibility or such other information as the City determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted.

PERMITS AND LICENSES – The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Service Provider shall pay for and obtain a City Business License as required. The City will waive City Permit Fees.

BIDDER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the bidder and shall not be chargeable to City of Montebello.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

The bidder must satisfy the City of its ability to perform the services required. Bidder must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Bidder shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the bidder on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more bidders, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those bidders for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The bidder, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: Jennifer Carrera
Investigations Sergeant
jcarrera@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1297

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected Service Provider will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the Service Provider. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Service Provider and City.

During the term of the contract, the Service Provider will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by the Service Provider or in any way affect the performance of the contracted services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

EXHIBIT "A"

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN CITY OF MONTEBELLO AND _____

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "ATTORNEY"). CITY and ATTORNEY are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the Montebello Police Department desires to retain a qualified, licensed attorney to provide legal representation, advice, and guidance for Pitchess Motions and Henthron/Giglio requests; and

WHEREAS, ATTORNEY represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

- A. All terms, conditions, requirements, and provisions of the Request for Proposal for Pitchess Attorney Services (November 11, 2019, "Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.
- B. ATTORNEY shall provide to CITY legal representation, advice, and guidance related to Pitchess Motions and Henthorn/Giglio requests received by the CITY as set forth fully in the Request for Proposals (hereinafter "Professional Services").
- C. ATTORNEY shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). ATTORNEY shall provide an itemized billing statement to the CITY at the completion of all Professional Services performed. ATTORNEY shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. ATTORNEY shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. ATTORNEY shall employ, at a minimum, generally accepted standards and practices utilized by attorneys engaged in providing similar services, as are required of ATTORNEY hereunder, in meeting its obligations under this Agreement.
- c. ATTORNEY shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. ATTORNEY shall have the right to retain, subject to CITY's approval, additional individuals, consultants or attorneys to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or attorneys shall be the sole and exclusive responsibility of ATTORNEY.
- e. ATTORNEY shall retain all original reports,, work product, pleadings, notes, correspondence, and other documents specifically related to the services provided by ATTORNEY pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. ATTORNEY hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.
- b. All data, documents, discussion, or other information developed or received by ATTORNEY or provided for performance of this Agreement are deemed confidential and shall not be disclosed by ATTORNEY without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. ATTORNEY agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by ATTORNEY under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by ATTORNEY and shall be the CITY agent with respect to obtaining ATTORNEY'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 Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to ATTORNEY. Upon the termination of this Agreement as provided herein, the CITY shall provide to ATTORNEY the part of Compensation which would otherwise be payable to ATTORNEY for services ATTORNEY 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 ATTORNEY shall be reimbursed for any "non-refundable" costs that ATTORNEY has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the ATTORNEY prior to the date of termination, and (2) that ATTORNEY provides the CITY with adequate proof that ATTORNEY incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by ATTORNEY for its performance of services under this Agreement. ATTORNEY agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by ATTORNEY during the term of this Agreement.

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

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

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

SECTION 10. INDEPENDENT CONTRACTOR.

- a. ATTORNEY is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of ATTORNEY except as expressly set forth in this Agreement. ATTORNEY shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to ATTORNEY in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to ATTORNEY for performance hereunder for CITY. CITY shall not be liable for compensation to ATTORNEY or ATTORNEY's employees 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 ATTORNEY 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 ATTORNEY. CITY shall have no responsibility to provide ATTORNEY or its employees with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

- a. In the event that ATTORNEY or any employee or agent of ATTORNEY providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, ATTORNEY shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of ATTORNEY or its employees, agents, or sub-ATTORNEYS, 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, ATTORNEY and any of its employees, agents, and sub-ATTORNEYS 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

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, ATTORNEY shall carry, maintain, and keep in full force and effect professional liability insurance and insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with ATTORNEY's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- ☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- ☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- ☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

- ☐ **Professional Liability** insurance appropriate to the ATTORNEY'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If ATTORNEY maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by ATTORNEY.

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

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. ATTORNEY 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 ATTORNEY'S expense, the premium thereon.

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

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

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

The insurance provided by ATTORNEY shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of ATTORNEY's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit ATTORNEY, and ATTORNEY's employees, or agents from waiving the right of subrogation prior to a loss. ATTORNEY hereby waives all rights of subrogation against the CITY.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

ATTORNEY 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-ATTORNEY, 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 ATTORNEY and shall not bind or purport to bind CITY and shall not release ATTORNEY 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-ATTORNEYS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to ATTORNEY under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Chief of Police
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: bkeller@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, ATTORNEY shall not discriminate against any employee 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. ATTORNEY will take affirmative action to ensure that 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.

ATTORNEY 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 ATTORNEY under this Agreement, or which would conflict in any manner with the performance of its services hereunder. ATTORNEY further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, ATTORNEY shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

REQUEST FOR PROPOSAL FOR PITCHESS ATTORNEY SERVICES

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

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and ATTORNEY. 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

ATTORNEY

Paul L. Talbot
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

City of Montebello Police Department, RFP No. 19-17
Proposed Fee Schedule for Pitchess Services by JONES & MAYER

Blended Attorney Rate: \$195.00 per hour

Paralegal/Law Clerk: \$100.00 per hour

We generally do not bill for fax, word processing, or small reproduction matters (under 100 pages). The firm will charge the client for actual necessary costs incurred for all of the following including but not limited to: Court filing fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, online legal research (LexisNexis), overnight or express delivery services, mileage (at current IRS rate), parking fees, travel expenses, if applicable, including hotel, air travel and car rentals, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Brad Keller, Chief of Police

SUBJECT: Approval to Purchase Electronic Citation Data Collection System

DATE: July 24, 2019

RECOMMENDATION

It is recommended that the City Council:

1. Approve the use of California Office of Traffic and Safety- Selective Traffic Enforcement Program funding for the purchase of a Brazos Electronic Citation Collection System from Tyler Technologies Public Safety Solutions and,
2. Utilize the **Sourcewell** Competitive Government bidding process, in lieu of our standard purchasing practice.
3. Take such additional related, action that may be desirable

BACKGROUND

The City of Montebello Police Department was awarded an OTS-STEP Grant in the amount of \$240,000. Funding from this grant has been approved for traffic operations and the purchase of electronic citation (e-citation) devices and software. The grant contract has designated an amount of \$130,500 for the purchase and implementation of the e-citation devices.

The Montebello Police Department Traffic Bureau does not currently have an e-citation device system capable of issuing and processing all categories of violations. Typical e-citation devices will offer a complete hardware and software solution using a smart device with a mobile printer. The system will replace the inefficient handwritten citation processes, offer higher efficiency and productivity, and enhance both public and officer safety by spending less time on dangerous roadsides.

Sourcewell (formerly NJPA) is a public cooperative comprised of more than 50,000 member agencies throughout the United States. Sourcewell is a municipal contracting

agency that operates as a public entity under legislative authority through Minnesota Statute 123A.21.

Sourcwell's primary purpose is to create a national cooperative of contract purchasing opportunities for products and services on behalf of participating agencies. Cooperative contract purchasing opportunities save participating agencies time and money in procuring needed equipment and technology. Montebello Municipal Code Section 3.20.125 authorizes the City to enter into such "piggyback" purchasing agreements.

The City of Montebello is eligible for Sourcwell membership as we are a government agency. There is no fee for the City to participate in the program.

ANALYSIS

1. The California Office of Traffic Safety (OTS) strives to eliminate traffic deaths and injuries by making available grants to local and state public agencies for programs that help them enforce traffic laws, educate the public in traffic safety, and provide varied and effective means of reducing fatalities, injuries and economic losses from collisions.
2. The Montebello Police Department requested funding through OTS for the purchase of an electronic citation data collection system; using a hand-held device, to collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution.
3. The use of OTS funding to purchase e-citation devices for the primary purpose of more effectively issuing and processing citations is an authorized use of the funds per the conditions and regulations.
4. The purchase of the electronic citation machines and software from Brazos will allow seamless integration into our current Records Management System since they are both Tyler Technologies products.
5. Costs include the purchase of electronic citation devices, with magnetic strip readers, fingerprint readers, audio recorder, camera, docking/charging station, software, licenses, accessories, training, and associated shipping and taxes.
6. This use of OTS funding and the designated costs were previously approved by City of Montebello Resolution Number 18-111.
7. The Police Department currently does not have an electronic citation system capable of processing all categories of citations.

8. The price for the electronic citation devices hardware, software, and services for installation and training obtained through Sourcewell was \$122,277.
9. This purchase will add a new electronic citation system to the police department without impacting the general fund significantly.

FISCAL IMPACT

The purchase of the electronic citation data collection system was budgeted for through funds secured through the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP). The cost includes the purchase of the electronic citations devices, software, and services required to implement the devices.

The total cost of the purchase will not exceed \$122,277 and the use of this funding source will have no impact on the general fund since the purchase is completely reimbursable. Following the purchase year, there will be an annual software and license fee of \$7,421.

Appropriations for this purchase have been previously approved through Resolution #18-111, and are budgeted for under Police Department, OTS Grant Revenue, OTS STEP Grant- Machinery and Equipment (Account #265-8008-2018-068-6010.40).

SUMMARY

The police department is requesting City Council Authorization to purchase an electronic citation data collection system using general fund monies that will be reimbursed through grant funds from the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP) utilizing the Sourcewell Competitive Government bidding process.

ATTACHMENTS

1. Resolution to authorize purchase of an electronic citation data collection system
2. Tyler Technologies Sourcewell Amendment
3. Sourcewell Contract Acceptance and Award to Tyler Technologies
4. Resolution #18-111: Authorizing Appropriation of OTS-STEP Grant Award

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO**

**AUTHORIZING THE APPROPRIATION OF CALIFORNIA OFFICE OF TRAFFIC AND
SAFETY THROUGH THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM
GRANT FUNDS FOR
THE PURCHASE OF AN ELECTRONIC CITATION DATA COLLECTION SYSTEM**

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

SECTION 1. Authorize the Purchase of an electronic citation data collection system from Brazos, a Tyler Technologies Public Safety Solution, through Sourcewell Competitive Government bidding process

SECTION 2. That the City Clerk shall certify to the adoption of this resolution.

ADOPTED AND APPROVED this 24th day of July 2019.

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Montebello, with offices at 1600 W Beverly Blvd, Montebello, CA 90640-3932 ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 28242.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 29, 2006 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, only apply to the Brazos Components listed in the Amendment Investment Summary.
3. The following payment terms, as applicable, shall apply:
 - a. *License Fees*: License fees are invoiced upon the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
 - d. *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Amendment Investment Summary are invoiced annually in advance on the Amendment Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
 - e. *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

- f. *Expenses:* The service rates in the Amendment Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached as Exhibit 3. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Montebello, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Investment Summary prepared in accordance with Sourcewell Contract #110515-tti



Date: 6/15/2019
 Quote Expiration: 12/11/2019
 Quote Name: Montebello PD- Tyler Brazos*
 Quote Number: 2019-28334
 Quote Description: Sourcewell Purchase - 25 Brazos eCitation Licenses, eParking and HH Devices

Sales Quotation For

City of Montebello
 1600 W Beverly Blvd
 Montebello , CA 90640-3932
 Phone: 3238871212

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Law Enforcement Records Management System					
Ticket Writer Interface (Supports Brazos)	\$0	0	\$0	\$0	\$0
Mobile					
MCT Ticket Writer Interface (supports Brazos)	\$0	0	\$0	\$0	\$0
Other Software					
Brazos					
Device Level Interface: New World Mobile	\$0	0	\$0	\$0	\$0
Interface into the DUNCAN SOLUTIONS Parking Mgmt System	\$3,250	0	\$0	\$3,250	\$683
Interface: New World Records Mgmt System	\$0	0	\$0	\$0	\$0
Interface: Tyler Odyssey Court Case Mgmt System	\$0	0	\$0	\$0	\$0
Task: eParking: Standard (non-customized) Parking Task	\$3,250	0	\$0	\$3,250	\$683
eCitation - Brazos Rapid Extension Framework - PDA (25)	\$20,000	0	\$0	\$20,000	\$4,200
Sub-Total:	\$26,500		\$0	\$26,500	\$5,566
Less Discount	<u>\$2,000</u>		<u>\$0</u>	<u>\$2,000</u>	<u>\$0</u>
TOTAL:	\$24,500	0	\$0	\$24,500	\$5,566

Annual/SaaS

Description	Quantity	Fee	Discount	Annual
Brazos Hosting Fee	1	\$1,855	\$0	\$1,855
TOTAL:				\$1,855

Services

Description	Quantity	Unit Price	Discount	Total
Ticket Writer Interface (Supports Brazos) Installation	1	\$0	\$0	\$0
Brazos Set Up & Config	1	\$14,500	\$0	\$14,500
Brazos Project Mgmt (plus per diem as needed if not remote)	1	\$2,000	\$0	\$2,000
Brazos Training	1	\$2,000	\$0	\$2,000
Brazos Odyssey Interface: Set Up & Configuration	1	\$0	\$0	\$0
TOTAL:				\$18,500

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	12	\$8	\$96	\$0	\$0
AC18177-5 / Zebra, ZQ500/RW QUAD Battery Charger	7	\$305	\$2,135	\$0	\$0
BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery	25	\$55	\$1,375	\$0	\$0
CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger	7	\$6	\$42	\$0	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	5	\$15	\$75	\$0	\$0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	5	\$419	\$2,095	\$0	\$0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	7	\$92	\$644	\$0	\$0
P1031365-059 / Zebra, ZQ520, Battery	25	\$64	\$1,600	\$0	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	5	\$57	\$285	\$0	\$0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	7	\$28	\$196	\$0	\$0
SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger	7	\$109	\$763	\$0	\$0
TC75EK-2MB22AB-US / Zebra EVM, TC75X, w/GMS	25	\$1,409	\$35,225	\$0	\$0
Z1AE-TC75XX-5C00 / Zebra EVM, Warranty, TC75, 5 year	25	\$505	\$12,625	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	25	\$588	\$14,700	\$0	\$0
<i>3rd Party Hardware Sub-Total:</i>			<i>\$71,856</i>		<i>\$0</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0</i>		<i>\$0</i>
TOTAL:			\$71,856		\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$24,500	\$5,566
Total Annual Fees		\$1,855
Total Tyler Services	\$18,500	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$71,856	\$0
Travel and Living Expenses	\$0	
Summary Total	\$114,856	\$7,421

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Law Enforcement Records Management System				
Ticket Writer Interface (Supports Brazos)	\$0	\$0	\$0	\$0
Mobile				
MCT Ticket Writer Interface (supports Brazos)	\$0	\$0	\$0	\$0
Other Software				
Brazos				
Device Level Interface: New World Mobile	\$0	\$0	\$0	\$0
Interface into the DUNCAN SOLUTIONS Parking Mgmt System	\$3,250	\$0	\$3,250	\$683
Interface: New World Records Mgmt System	\$0	\$0	\$0	\$0
Interface: Tyler Odyssey Court Case Mgmt System	\$0	\$0	\$0	\$0
eCitation - Brazos Rapid Extension Framework - PDA	\$20,000	\$0	\$20,000	\$4,200
Task: eParking: Standard (non-customized) Parking Task	\$3,250	\$0	\$3,250	\$683
<i>Sub-Total:</i>	<i>\$26,500</i>	<i>\$0</i>	<i>\$26,500</i>	<i>\$5,566</i>
<i><u>Less Discount:</u></i>	<i>\$0</i>	<i>\$2,000</i>	<i>-\$2,000</i>	<i>\$0</i>
Total:	\$26,500	\$2,000	\$24,500	\$5,566

Assumptions

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

Assumptions

Brazos Purchase Proposal Includes:

25 eCitation Licenses

eParking Module

Interface to NWLERMS

Interface to LA County Courts Tyler Odyssey CMS

Interface to Duncan Solutions PMS

25 Zebra TC75x HH Devices with 5 Year Warranty and Charging Hardware

25 Zebra ZQ520 Printers with Charging Hardware

Agency is responsible for paying applicable CA state taxes. Contract total does not include tax.



Exhibit 2

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit 2

Schedule 2

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at

Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages

clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit 3

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the

specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon
Depart after 12:00 noon

Lunch and dinner
Dinner

Return Day

Return before 12:00 noon
Return between 12:00 noon & 7:00 p.m.
Return after 7:00 p.m.*

Breakfast
Breakfast and lunch
Breakfast, lunch and
dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Contract Award
RFP # 110515

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

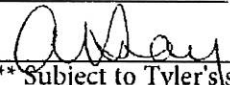
PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 2, 2015

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

Contact Person: Ehren Morse Title: Sales Operations Manager (800-772-2260 ext. 4662)

Authorized Signature (ink only):  ** Abigail Diaz, Associate General Counsel
** Subject to Tyler's stated exceptions and Proposal scope. (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Tyler Technologies, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 15, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____

NJPA Executive Director

Dr. Chad Corquette
(Name printed or typed)

Awarded this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

NJPA Authorized signature: _____

NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Tyler Technologies, Inc.

Vendor Authorized signature: _____

Abby Diaz
(Name printed or typed)

Title: _____

Associate General Counsel

Executed this 21st day of December, 20 15 NJPA Contract Number # 110515-TTI

RESOLUTION NO. 18-111

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATIONS OF FUNDS RELATED TO THE CALIFORNIA
OFFICE OF TRAFFIC SAFETY (OTS) AND SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM (STEP) GRANT AWARD

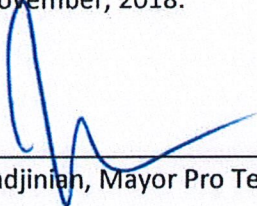
THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS FOLLOWS:

SECTION 1. That the Director of Finance is hereby authorized to make the following appropriations:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
265-8008-2018-068-4198 (OTS Grant Revenue)	\$97,900	265-8008-2018-068-5010.10 (OTS STEP Grant - Overtime)	\$97,900
265-8008-2018-068-4198 (OTS Grant Revenue)	\$5,000	265-8008-2018-068-6020 (OTS STEP Grant - Travel & Meetings)	\$5,000
265-8008-2018-068-4198 (OTS Grant Revenue)	\$130,500	265-8008-2018-068-6010.40 (OTS STEP Grant - Machinery & Equip)	\$130,500
265-8008-2018-068-4198 (OTS Grant Revenue)	\$6,600	265-8008-2018-068-6040.10 (OTS STEP Grant - Outside Contracts)	\$6,600
	\$240,000		\$240,000

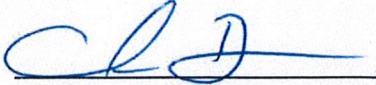
SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 28th day of November, 2018.



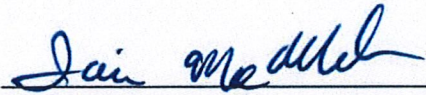
Jack Hadjinian, Mayor Pro Tem

ATTEST:



Irma Barajas, City Clerk

APPROVE TO FORM:



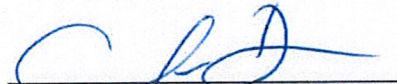
For: Arnold M. Alvarez-Glasman, City Attorney

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. 18-111 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 November, 2018, as approved by law by the following vote:

AYES: Barajas, Romero, Molinari
NOES: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 5 day of December, 2018.


IRMA BARAJAS, City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager/Director of Public Works

SUBJECT: **Approval of First Amendment to Agreement No. 3342 with Siemens Mobility Inc, for Traffic Signal Maintenance and Repairs**

DATE: July 24, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3342 for Traffic Signal Maintenance and Repairs with Siemens Mobility, Inc., including an annual not-to-exceed amount of \$280,000,
- 2) Authorize the Interim City Manager to execute the amendment on behalf of the City, and
- 3) Take such additional, related action that may be desirable.

BACKGROUND / ANALYSIS

On January 10, 2018, after issuing a request for proposals (RFP 18-19) and receiving four proposals, the City awarded a contract to Siemens Industry, Inc., (now doing business as Simens Mobility, Inc.), for Traffic Signal Maintenance and Repairs Services. The contract is for an initial length of five (5) years, with an option to extend the contract for two additional one-year terms.

For many years, Siemens has provided quality maintenance and repair services for traffic signals and related facilities to the City of Montebello. They have qualified and trained staff that are familiar with the City traffic signal system and inventory. An annual not-to-exceed amount that takes into account the age and condition of city's traffic signal system and inventory is needed to adequately provide both regular monthly services and as-needed services, especially for costly repairs that result after vehicular accidents involving traffic signals.

The additional funds and/or not-to-exceed amount is needed to cover the as-needed repairs related to malfunctioning equipment, traffic accidents, etc. Last fiscal year, the City

ITEM #16

spent \$271,420.67 in traffic signal maintenance and repairs. Staff is recommending that the not-to-exceed amount be set at \$280,000 for the coming year and subsequent years.

FISCAL IMPACT

The proposed First Amendment will impact the General Fund, particularly the Public Works Department's Maintenance and Operation Account, which has the necessary funding to meet the new not-to-exceed amount proposed in the amendment.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 3342 with Siemens Mobility, Inc., for Traffic Signal Maintenance and Repair Services.

ATTACHMENT

First Amendment to Agreement No. 3342

AGREEMENT NO. 3342

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3342) BY AND BETWEEN THE CITY OF MONTEBELLO AND SIEMENS MOBILITY, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and SIEMENS MOBILITY, INC., (**"First Amendment"**) is entered into this 24th day of July 2019 ("Effective Date"), by and between Siemens Mobility, Inc., (**"Contractor"**) and the City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for traffic signal maintenance and repairs by and between the City of Montebello and Siemens Mobility, Inc., dated January 10, 2018 (the **"Agreement"**), pursuant to which City retained Contractor to provide annual traffic signal maintenance and repairs, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to add additional maintenance services to the contract and budget for as-needed repairs, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed \$280,000.00.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

SEIMENS MOBILITY, INC.

Paul Talbot
Interim City Manager

Michael J. Hutchens
Area Operations Manager West

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: **Approve Plans and Specifications for C.P. # 872 – Street And Intersection Pavement Rehabilitation (FY 2018/2019) and find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), and Authorize Public Works Department to advertise for bids and designate August 12, at 11:10 AM as the Bid Opening Date**

DATE: July 24, 2019

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 872, Street and Intersection Pavement Rehabilitation Project FY 2018/2019
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA)
- 3) Authorize the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM as the bid opening date
- 4) Take such additional, related action that may be desirable

BACKGROUND

As part of FY 2018-2019 Capital Improvement Budget, a total of \$667,084 (Measure M - \$240,672, Measure R - \$287,370, and Prop C - \$139,042) has been allocated for this street and intersection pavement rehabilitation project including engineering, inspection, and construction services for the following streets: Weimer Way (Avenida De La Merced to Los Amigos Avenue), Holger Drive (Victoria Avenue to Forbes Avenue), Madison Avenue (Taylor Avenue to 12th Street), and Via Campo and Vail Avenue Intersection.

The Project will consist of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement,

adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of pavement markings, curb painting, and installation of traffic loops. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The total amount allocated to this project for construction and administrative costs is \$667,084.

The Notice Inviting Bids has been prepared and will be published in local newspaper on July 25, 2019 and August 1, 2019, and for two weeks on the Green Sheets. The notice and the plans and specifications will be posted on Planet Bids.

FISCAL IMPACTS

As part of FY 2018-2019 Capital Improvement Budget, the following funding breakdown was appropriated for this project:

Measure M.....	\$240,672
Measure R.....	\$287,370
Prop C.....	<u>\$139,042</u>
Total	\$667,084

The Project Budget includes engineering, inspection, and construction services for following Streets:

Weimer Way – from Avenida De La Merced to Los Amigos Avenue
Holdger Drive – from Victoria Avenue to Forbes Avenue
Madison Avenue – from Taylor Avenue to 12th Street
Via Campo and Vail Avenue Intersection

There is no impact on the City's General Fund.

SUMMARY

The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approve the Project Plans and Specifications as prepared by Infrastructure Engineers and authorizing the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM, as the bid opening date and time.

ATTACHMENTS

Notice Inviting Bids

NOTICE INVITING SEALED BIDS
FOR
STREET AND INTERSECTION PAVEMENT REHABILITATION

FY 2018/2019
PROJECT No. 1929
C.P. No. 872
RFP # 19-29

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640, up to the hour of **11:00 a.m. on August 12, 2019**. They will be publicly opened in the City Council Chambers at **11:10 a.m.** on the above date.

Copies of the contract documents are available on the City's website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet to hvahid@cityofmontebello.com or rlacayo@cityofmontebello.com. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders, are to be posted on the website and copied to the above email address.

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on

the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders attention is called to this project document requesting a base bid for the project work to be performed partially at nighttime. Nighttime regular schedule is from 8:00 PM to 5:00 AM.

Bidders must hold a valid California Class A or C-12 Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **thirty-five (35) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

Proposed Award Date: August 28, 2019

BY ORDER OF: the City of Montebello, California

Irma Barajas, City Clerk

Publishing Dates:

July 25, 2019 & August 1, 2019

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adopt Resolutions for Submission of an Two Applications Under the Statewide Park Development and Community Revitalization Program**

DATE: July 24, 2019

RECOMMENDATION

It Is Recommended that the City Council:

1. Adopt the attached Resolutions approving two applications for state funds from the Prop 68 Statewide Park Development and Community Revitalization Program for City Park and Reggie Rodriguez Park.
2. Take such additional, related action that may be desirable.

BACKGROUND

Proposition 68 was passed by voters in June 2018, authorizing \$4 billion of general obligation bonds to fund the creation and development of state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects. Of that, \$650,275,000 was allocated to the Statewide Park Program (SPP), a competitive grants program that aims to create new parks and new recreation opportunities in critically underserved communities across California. The previous two rounds of SPP were funded through Proposition 84 (2006 Bond Act). Over one hundred new parks were created and twenty existing parks were improved throughout California.

For SPP Round 3, a project must involve either development or a combination of acquisition and development to: 1) create a new park, 2) expand an existing park, or 3) renovate an existing park. The program specifically focuses on low-income communities or communities with a critical lack of park space. Therefore, a project is only eligible if it is located in a community with less than three acres of park space per 1,000 residents or if the median household income is less than \$51,026 for the project area.

The City is interested in submitting two applications to fund renovations and development for two parks that meet SPP's eligibility requirements: City Park and Reggie Rodriguez Park. With improved park facilities and amenities in these parks, the City can create or

expand recreational activities and provide a vital green space to residents for significant cultural and community gatherings that will strengthen community life.

ANALYSIS

The final grant guidelines for SPP Round 3 were released in January 2019. The City's grant writing consultants, Global Urban Strategies and Evan Brooks and Associates, in coordination with City staff is currently drafting two applications for the SPP for City Park and Reggie Rodriguez Park. As part of the application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing submission of a grant application.

The grant writing consultants will prepare and submit separate SPP grant applications. City Park's scope is anticipated to include upgraded basketball courts, facility enhancements, aquatics center upgrades, refurbished park restrooms, athletic field amenities, parking, amphitheater, exercise equipment, walking paths and playground equipment. The City intends to install native gardens and drought tolerant plants as part of its water conservation efforts. The scope of work for Reggie Rodriguez Park is to develop new multi-purpose athletic fields, lighting, playground equipment, splash pad, restroom renovation, facility enhancements and parking lot improvements. The City is pursuing funding through the SPP grant program for the design and construction phases of the projects.

Community involvement is central to the grant program and City staff will be/have been diligently conducting outreach to ensure the community is included in the planning and design of these projects per the SPP's guidelines.

FISCAL IMPACT

The SPP does not require any matching funds. The City does not anticipate contributing any local match dollars with the exception of Measure A funds that can be used to bolster grant applications.

SUMMARY

The City of Montebello is pursuing grant funds through the Prop 68 Statewide Park Program to renovate and develop City Park and Reggie Rodriguez Park. As part of the application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing submission of a grant application. It is recommended that the City Council consider and approve the two attached resolutions to submit applications to the Statewide Park Program to fund renovations and development for City Park and Reggie Rodriguez Park.

ATTACHMENT

Resolution – City Park

Resolution – Reggie Rodriguez Park

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT
AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY:

APPROVES THE FILING OF AN APPLICATION FOR THE CITY PARK PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the Director of Community Services to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED THIS 24th DAY OF JULY 2019

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT
AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY:

APPROVES THE FILING OF AN APPLICATION FOR THE REGGIE RODRIGUEZ PARK PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the Director of Community Services to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED THIS 24th DAY OF JULY 2019

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Interim City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: **Authorization to Include FTA-Funded Transit Capital Projects and Other Qualified Expenditures in the FY 18-19 and FY 19-20 Budgets**

Date: July 24, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt a resolution approving the inclusion of six (6) FTA-funded transit capital projects and other qualified expenditures for projects in the FY 18-19 and FY 19-20 budgets.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

The City of Montebello was awarded a \$17,033,810 grant from the Federal Transit Administration (CA-2019-033) in April 2019 for the following transit capital projects:

1. Tire lease (\$240,000)
2. Preventive maintenance (\$3,331,000)
3. Radio system replacement (\$732,000)
4. Surveillance system (\$2,540,000)
5. Associated capital maintenance (\$400,000)
6. Purchase of eight (8) CNG buses (\$5,755,303)
7. Purchase of four (4) electric buses (\$4,035,507)

Funding for these projects have been expensed in FY 18-19 and will be expensed in FY 19-20 and subsequent years.

ANALYSIS

The Transportation Department is requesting that the following FTA-funded transit capital projects and other qualified expenditures, totaling \$2,058,365, be included in the FY 18-19 Budget. These projects have been expensed in the FY 18-19 and will be reimbursed by the FTA grant.

1. Tire lease – existing annual contract (\$240,000)
2. Preventive maintenance – primarily labor costs (\$1,665,500)
3. Radio system replacement – approved by City Council (\$52,865)
4. Associated capital maintenance – engines and inverters (\$100,000)

The Transportation Department is requesting that the following FTA-funded transit capital projects and other qualified expenditures, totaling \$4,807,201, be included in the FY 19-20 Budget.

1. Preventive maintenance – primarily labor costs (\$1,665,500)
2. Radio system replacement – approved by City Council (\$281,701)
3. Surveillance system (\$2,540,000)
4. Associated capital maintenance – vehicle parts (\$300,000)
5. Purchase of eight (8) CNG Buses – engineering services (\$20,000)

The remaining \$10,168,244 will be carried-over to subsequent fiscal years. All of this funding will be for the purchase of CNG & electric buses and Radio Equipment.

In accordance with the City's procurement policy, any individual procurement of goods and services of \$50,000 or more will first be presented to City Council for approval.

FISCIAL IMPACTS

Adoption of this resolution will have no adverse impact on the City's cash flow or general fund. 100% of the cost of these capital projects is funded from FTA grant CA-2019-033.

SUMMARY

The inclusion of these six (6) FTA-funded capital projects and other qualified expenditures to the City's FY 18-19 and FY 19-20 budgets will allow Montebello Bus Lines to provide safe and reliable transit service to Montebello residents as

ITEM #19

well as maintain the City's fleet of transit vehicles powered by compressed natural gas (CNG).

The total cost of these projects for FY 18-19 is \$2,058,365 and FY 19-20 is \$4,807,201. The remaining \$10,168,244 would be carried-over to subsequent fiscal years.

ATTACHMENTS

Resolution XXX

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE INCLUSION OF SIX FTA-FUNDED TRANSIT CAPITAL PROJECTS AND OTHER QUALIFIED EXPENDITURES TO THE FY 18-19 AND FY 19-20 BUDGETS

WHEREAS, the Federal Transit Administrator awarded Grant CA-2019-033 to the City of Montebello for seven transit capital projects and other qualified expenditures totaling \$17,033,810;

WHEREAS, six transit capital projects and other qualified expenditures funded by the FTA grant need to be included in the FY 18-19 and FY 19-20 budgets;

RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

1. The following transit capital projects and other qualified expenditures funded by FTA Grant CA-2019-033 be included to the FY 18-19 City budget. These projects total \$2,058,365. These projects will be expensed in the FY 18-19 budget will be reimbursed by the FTA grant.
 1. Tire lease (\$240,000)
 2. Preventive maintenance (\$1,665,500)
 3. Radio system replacement (\$52,865)
 4. Associated capital maintenance (\$100,000)
2. The following transit capital projects and other qualified expenditures funded by FTA Grant CA-2019-033 be included to the FY 19-20 City budget. These projects total \$4,807,201.
 1. Preventive maintenance (\$1,665,500)
 2. Radio system replacement (\$281,701)
 3. Surveillance system (\$2,540,000)
 4. Associated capital maintenance (\$300,000)
 5. Purchase of eight (8) CNG buses (\$20,000 for engineering services)

CERTIFICATION The undersigned duly qualified City Clerk, acting on behalf of the City of Montebello, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council of Montebello held on July 24, 2019.

JACK HADJINIAN, MAYOR-PRO TEM

ATTEST:

IRMA BARAJAS-CITY CLERK

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul L. Talbot, Interim City Manager

BY: Bob Franco, Director of Human Resources

SUBJECT: **Approve Amending the Table of Organization, and the Classification and Compensation Plans for Newly Budgeted Positions in the Human Resources Department.**

DATE: July 24, 2019

RECOMMENDATION(S)

It is recommended that the City Council:

- 1) Approve amending the City's table of organization, classification and compensation plans for the newly budgeted positions in the City's Human Resources (HR) Department; and
- 2) Take such additional, related, action that may be desirable.

BACKGROUND

In preparation for the FY 2019/2020, the Director of HR conducted a comprehensive study of the City's HR Department staffing and structure, along with a classification and compensation study. One of the key purposes of this study was to present current and validated data to the Interim City Manager and the City Council for their consideration in establishing a viable job series in the HR Department. A comparator group of twelve (12) local municipalities were studied. The results of the study identified that our HR Department was not sufficiently staffed to adequately serve the needs of a municipality of the size and structure of the City of Montebello. Therefore, as part of the FY 2019/2020 budget preparation process, the findings of that study were presented to the Interim City Manager and the City Council for their consideration in appropriating funds to adequately staff the HR Department to better serve the needs of the City.

Several new positions were approved by the City Council in the FY 2019/2020 budget to establish a viable job series within the City's HR Department. That job series is comprised of the classifications of Risk Manager, Senior Human Resources Analyst, Human Resources Analyst, and Human Resources Technician. Also, several obsolete classifications are being recommended for deletion from the City's classification and compensation plan.

FISCAL IMPACT

Approval of this resolution will have no additional budget impact. All funding for these positions in the HR Department has already been appropriated and approved by City Council through the FY 2019/2020 budget process.

SUMMARY

The City Council will consider approval and authorizing the table of organization, classification and compensation plans for new budgeted positions in the City's Human Resources Department for FY 2019/2020.

ATTACHMENTS

- Resolution to Amend the City's Table of Organization and Class/Comp Plans.
- Risk Manager – Class Specification – July 2019
- Senior Human Resources Analyst – Class Specification – July 2019
- Human Resources Analyst – Class Specification – July 2019
- Human Resources Technician – Class Specification – July 2019

CITY OF MONTEBELLO RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO AMENDING THE TABLE OF ORGANIZATION, THE CITY OF
MONTEBELLO COMPENSATION PLAN AND THE CITY OF MONTEBELLO
CLASSIFICATION PLAN**

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

SECTION 1. That the Table of Organization is hereby amended to delete the following:

POSITION	DEPARTMENT	NUMBER OF POSITIONS	EFFECTIVE DATE
Administrative Management Analyst	Human Resources	1	7/25/19
Human Resources Manager	Human Resources	0	7/25/19
Personnel Analyst	Human Resources	0	7/25/19

SECTION 2. That the Table of Organization is hereby amended to add or revise the following classifications.

POSITION	DEPARTMENT	NUMBER OF POSITIONS	EFFECTIVE DATE
Risk Manager	Human Resources <i>Newly Budgeted</i>	1	7/25/19
Senior Human Resources Analyst	Human Resources <i>Newly Budgeted</i>	1	7/25/19
Human Resources Analyst	Human Resources <i>Newly Budgeted</i>	1	7/25/19
Human Resources Technician	Human Resources <i>Newly Budgeted</i>	1	7/25/19

SECTION 3. That the Classification Plan is hereby amended to add or revise the following job descriptions (Exhibit A):

Risk Manager - Revised
Senior Human Resources Analyst - New
Human Resources Analyst - New
Human Resources Technician – New

SECTION 4. That Section 1 of Resolution No. 19-58, which established a compensation plan for unclassified management positions in the City's service, is hereby amended to add the salary ranges for the following positions in the non-represented employee group:

POSITION	MONTHLY SALARY RANGE	EFFECTIVE DATE
Risk Manager	\$6,767 - \$8,225 <i>Approved in New Budget FY 2019/20</i>	7/25/19
Senior Human Resources Analyst	\$6,767 - \$8,225 <i>Approved in New Budget FY 2019/20</i>	7/25/19
Human Resource Analyst	\$5,734 - \$6,970 <i>Approved in New Budget FY 2019/20</i>	7/25/19

SECTION 5. That Section 1 of Resolution No. 19-58, which established a compensation plan for classified non-management positions in the City's service, is hereby amended to add the salary range for the following position in the non-represented employee group:

POSITION	MONTHLY SALARY RANGE	EFFECTIVE DATE
Human Resources Technician	\$4,656 - \$5,943 <i>Approved in New Budget FY 2019/20</i>	7/25/19

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 24th DAY OF JULY 2019.

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

RISK MANAGER

DEFINITION

Under general direction of the Director of Human Resources, to plan, organize, develop, monitor, and manage the City's workers compensation and risk management programs; to be responsible for coordination of industrial disability retirements with the CalPERS retirement system; to procure needed insurance coverage; to coordinate with claims adjusters; perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

This is a journey-level management position that will work independently for most of the time. However, this position may supervise and oversee the work of staff in the monitoring and managing of the City's workers compensation program and the City's loss control and self-insurance program.

CLASS CHARACTERISTICS

The Risk Manager is a journey-level classification that performs difficult analytical assignments, conducts complex studies, and is assigned professional level projects to research, analyze, and make appropriate recommendations to decision-making authorities such as to the City Manager, Director of Human Resources and human resources staff, department heads and managers throughout the City.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Manages and coordinates the City's loss control and self-insurance programs activities.
- Manages and coordinates the City's workers compensation program and activities.
- Coordinate and manages the acquisition of insurance coverage to meet the City's needs;
- Has responsibility for the screening and investigation of claims against the City.
- Makes decisions concerning claims settlement and forwarding of claims to administrators.
- Makes recommendations regarding the advisability of pursuing litigation on unsettled cases.
- Monitors trials and attends mandatory settlement conferences when claims are litigated.
- Pursues third party recovery; has responsibility for screening and investigation of Worker's Compensation claims.
- Develops and maintains files on pertinent facts for claims administrator.
- Monitors and reports on Worker's Compensation and OSHA processes.
- Develops statistical information and reports for analysis of City loss prevention efforts
- Conducts surveys and makes recommendations to reduce losses.
- Assures compliance with State industrial safety and occupational health laws.
- Prepares annual reviews of City insurance coverage and develops reports recommending renewal or cancellation or modification.
- Directs the completion of applications and provision of underwriting data to providers for price quotations.
- Coordinates processes including information gathering and arrangement of determination hearings for Industrial Disability Retirements.
- Develops recommendations concerning potential retirements.

- Provides training and development for assigned personnel.
- Represents assigned functions with City staff and other government agencies as delegated.
- Perform other human resources functions in the general areas employee benefits administration; pay & wage administration; and leave of absence (LOA) management.
- Perform other human resources functions as needed in the Human Resources Department.

QUALIFICATIONS

Knowledge of:

- Modern principles, practices, and techniques of loss control and self-insurance programs.
- Principles of supervision and training.
- Loss prevention methods and programs.
- Labor Code (LC) 4850 for public safety personnel.
- Leaves of absences pertaining to FMLA and CFRA.
- Workers compensation law and claims processing.
- Tort liability.
- Insurance procurement.
- Applicable laws, rules, and regulations covering public agency insurance, loss prevention, liability, and safety programs including occupational health and industrial safety, worker's compensation, disability retirement, and related matters.
- Budget development, preparation, and administration.
- Research methods and procedures.

Ability to:

- Plan, organize, coordinate, and direct the City's loss control and self-insurance functions.
- Provide supervision, training, and work evaluation for staff.
- Assist with formulating, implementing, and evaluating the loss prevention and insurance procurement policies of the City.
- Develop and coordinate a City-wide safety committee and program.
- Prepares and administers the division budget and fiscal controls.
- Develop information and make recommendation concerning City compliance with occupational health and industrial safety laws and regulations.
- Implement a comprehensive risk management, loss control, and insurance program.
- Prepare a variety of reports and presentations.
- Research, collect, and analyze information related to risk management.
- Interpret, explain, apply, and enforce a variety of laws, rules, and regulations.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Graduation from an accredited four (4) year degree from an accredited college or university with major course work in business administration, public administration, economics, risk management, occupational safety or a related field is required.

Experience:

At least five (5) years of progressively responsible and varied professional experience in a human resources department, with at least three (3) years handling risk management, workers compensation, or occupational safety programs, preferably including two years of experience in a supervisory, management, or administrative position. Experience working in a public agency environment, preferably handling worker compensation programs with police and/or fire personnel is highly desirable.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment is required.
- Specialized certification(s) or training in risk management, occupational safety, claims management, workers compensation, or related area of specialization is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

JULY 2019

FLSA: EXEMPT

SENIOR HUMAN RESOURCES ANALYST

DEFINITION

Under general direction of the Director of Human Resources, performs a variety of professional analyses, surveys, and studies involving administrative, financial, personnel, and statistical data; performs administrative and analytical functions in support of City programs and services; have thorough knowledge of and significant experience in the area of human resources management.

SUPERVISION RECEIVED AND EXERCISED

This is a high level staff support position with general responsibility for the planning, organization, development and completion of complex projects. Requires the use of independent judgment in making decisions in accordance with established policies and procedures. May perform supervisory duties as assigned.

CLASS CHARACTERISTICS

The Senior Human Resources Analyst is a journey-level classification that performs difficult analytical assignments, conducts complex studies, and is assigned professional level projects to research, analyze, and make appropriate recommendations to decision-making authorities such as managers and department heads, which includes the levels of Director of Human Resources, Assistant City Manager and City Manager. This position is considered a "working manager" level position that may also act on behalf of the Director of Human Resources in his/her absence.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Develops and administers standardized employment exams, performance tests and oral boards; computes scores and may establish passing points and eligibility lists. Acts as staff coordinator in the assignment and review of all recruitment processes.
- Conducts classification studies and advises management on methods to achieve goals through reorganization and reclassification of appropriate positions.
- Designs annual training calendar for City employees and presents training programs for staff development.
- Conducts outreach recruitment efforts for open positions in accordance with the City's Affirmative Action Plan, including identification of sources for advertising, posting of vacancies and analysis of labor market and classification statistics.
- Prepares staff reports, agendas and correspondence for the Civil Service Commission.
- Assists in contract negotiation during the meet and confer process.
- Assists in resolving personnel related problems through discussion with supervisors and employees.
- May supervise paraprofessional staff.

- Develops or revises policies and procedures based upon organizational or Human Resources management needs.
- Assists with grievance and discipline processes.
- Files EEO reports annually on behalf of the City.
- Tracks and evaluates the impact of personnel-related laws and regulations, and directs information to the appropriate management representatives.
- Inputs confidential personnel data into the HRIS as appropriate; updates/maintains HRIS and other records, and maintains employee personnel files.
- Administers classification and compensation plan; prepares and updates class specifications; initiates and participates in employment, compensation, and benefits surveys and studies involving general personnel administration practices; prepares and reviews personnel action change forms for completeness and accuracy and updates information in personnel databases.
- Administers employee records and develops informational materials related to new employee orientation and benefits enrollment sessions; answers questions from applicants, current employees, and retirees relating to plan eligibility, provider coverage, premium rates, and claim procedures; evaluates employee comments and needs and presents information to management representatives.
- Acts as liaison for the City Manager's Office in communications involving collective bargaining process; participates in the cost analysis of proposed changes and the evaluation of market practices.
- Tracks and assures that Personnel, Payroll, and Benefits Information Systems updates are properly executed; administers COBRA benefits.
- Assists in the analysis of contract and franchise agreements.
- Coordinates employee recognition functions; considers employee and management requests and arranges employee events and activities.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, and methods of administrative, economic, and organizational analysis.
- Financial, statistical, and comparative analysis methods.
- Principles and practices of budget development and expenditure control in a municipal setting.
- Business letter writing and the standard format for reports and correspondence.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Federal and State Equal Employment Opportunity laws and non-discrimination regulations and local ordinances; Occupational Safety and Health Administration (OSHA) reporting requirements.
- Public Employees Retirement System (PERS) standards and practices.
- Principles and practices of public human resources administration, including recruitment, testing and selection programs.
- Workers' Compensation and Unemployment Insurance administration.

- Training, safety, employee relations, classification and compensation, benefit practices, including COBRA requirements; City Personnel ordinances, personnel policies, and labor contract provisions; budgeting practices; research and analysis techniques.
- Confidentiality protections and employee rights; principles and practices of sound business communications.

Ability to:

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Analyze administrative and operational problems, evaluate alternatives, reach sound conclusions, and make appropriate recommendations.
- Participate in the preparation of department budget, including gathering and analyzing data related to expenditures and projected charges and monitoring budget expenditures and revenues.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Maintain confidentiality and exercise good judgement and discretion in the handling and processing confidential information and data.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Compose correspondence and reports independently with minimal instructions.
- Research, analyze, and summarize data and prepare accurate and logical written reports.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Conduct research and analyze laws, regulations, contracts, policies, and standards related to human resources and management programs and services.
- Administer and participate in surveys; draft and present study findings and conclusions.
- Establish and maintain effective working relationships with applicants, staff, management, vendors, consultants, brokers, the City attorney, the general public, and others encountered in the course of the work.
- Organize and prioritize tasks to meet deadlines;
- Exercise tact and diplomacy in dealing with sensitive and complex personnel issues and employee situations; organize and maintain confidential personnel files:
- Operate a personal computer for and use word processing, spreadsheets, graphics and other applications software.
- Perform related duties as required.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Bachelor's degree from accredited four-year college or university in business administration, public administration, or a closely related field is required. At least five (5) years of increasingly responsible professional experience in human resources management with expertise in one of more of the following areas including recruitment, testing, and selection; employee benefits administration; classification and compensation; payroll and wage administration; employee and labor relations; workers compensation; personnel records management; administrative, personnel, and analytical functions.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

JULY 2019

FLSA: EXEMPT

HUMAN RESOURCES ANALYST

DEFINITION

Under the general supervision of the Director of Human Resources or Senior Human Resources Analyst, performs a wide variety of complex para-professional personnel functions involving the processing of administrative, analytical, and coordination duties in support of human resources functions and programs including recruitment, selection, evaluation, classification, benefits, employee relations, to oversee and coordinate assigned administrative processes, procedures, and programs; and to provide highly responsible and complex staff assistance to the Senior Human Resources Analyst. Performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

May exercise supervision over Human Resources Technicians, interns, and part-time staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

- Recruits, hires, schedules, assigns, monitors and evaluates assigned department staff
- Provides for and/or conducts staff development.
- Establishes work methods and standards; initiates corrective and/or disciplinary action in consultation with higher-level Human Resources staff.
- Answers general public and employee questions regarding recruitment, employment, employee benefits and personnel office operating methods, policies and procedures.
- Maintains personnel records for all City employees; processes reports, records and forms required in the administration of the City's personnel programs, advertising, retirement, health and other insurance programs.
- Ensures that employees are properly credited for benefits and assists them in resolving related payroll discrepancies; processes employee applications and changes to insurance programs and enrolls employees in the Public Employees Retirement System; conducts orientation of new employees including insurance counseling; conducts exit interviews; tracks and prepares performance evaluation reports and distributes to all departments.
- Provides support to the Civil Service Commission, composes correspondence independently with minimum direction.
- Arranges and schedules interviews, meetings and appointments.
- Handles confidential materials and files; conducts research, salary and compensation surveys.
- Keeps supervisor informed on all matters requiring his/her attention; prepares and processes invoices for payment, reconciles complex insurance billing and invoices; responds to routine matters independently; may be required to coordinate work of clerical staff.
- Performs other duties as assigned.

Knowledge of:

- Working knowledge of statistics, record keeping systems and general office
- Applicable City, State, and Federal laws, rules, and regulations affecting public agency personnel and labor relations procedures.
- Computer applications, word processing, basic spreadsheet.

- Mathematical computations including basic statistics.
- Employee insurance and benefit programs and PERS retirement process.
- Personnel recruitment, examination and selection methods and techniques, classification and compensation principles and labor relations practices
- Principles and procedures of record keeping.

Ability to:

- Perform responsible and difficult technical personnel work and assignments.
- Respond to requests and inquiries for information regarding personnel policies and procedures.
- Work with a variety of computer programs; skillfully use computer and software applications and other standard office equipment.
- Maintain confidentiality and employee privacy in personnel matters.
- Prepare a variety of reports, surveys and presentations.
- Interpret, explain, apply, and enforce a variety of laws, rules, regulations, policies, practices, benefits and memoranda of understanding to City staff and the public.
- Effectively represent the personnel and employee relations functions of the Department with concerned individuals, organizations, and other government agencies.
- Evaluate class specifications to determine appropriate recruiting and examination processes
- Establish and maintain cooperative working relationships.
- Communicate effectively orally and in writing.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to a Bachelor's degree from accredited four-year college or university in business administration, public administration, or a closely related field is required. An Associate's Degree or the equivalent of (60) verifiable college units can be considered as suitable education for this position, if supplemented with additional work related experience. At least three (3) years of increasingly responsible professional experience in human resources management with expertise in one or more of the following areas including recruitment, testing, and selection; employee benefits administration; classification and compensation; wage administration and payroll support; employee and labor relations; workers compensation; personnel records management; administrative, personnel, and analytical functions.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification

occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

JULY 2019

FLSA: NON-EXEMPT

HUMAN RESOURCES TECHNICIAN

DEFINITION

Under general supervision of the Senior Human Resources Analyst, performs a variety of confidential, professional, and technical work related to recruitment, testing, position classification, employee benefits, employee training, risk management, and employee relations. Independently organizes and complete assigned task. Perform related duties as required.

SUPERVISION RECEIVED AND EXERCISED

No regular supervisor duties are required in this position. However, may exercise a lead role and some limited supervision over interns or part-time hourly staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

- Provides a wide variety of assignments for the Human Resources Division in areas including but not limited to, personnel processing, new hire orientation, recruitment and selection, health and safety, and other human resources operational functions; relieves professional and/or managerial positions of office details; receives visitors, schedules appointments; ensures adherence to division procedures, including records retention; establishes and/or maintains filing and retrieval systems for files and records.
- Prepare and assist in administering standardized employment exams, performance tests, and oral boards; compute scores and assist in establishing passing points and eligibility lists.
- Process new enrollments and conduct orientations.
- Prepares, composes, edits, assembles and distributes correspondence, documents, reports, forms and other materials related to Human Resources Department
- Prepares specialized reports requiring collection of information from various sources and requiring special formatting of materials; initiates response to correspondence and drafts correspondence for others' signature; assists in the performance of administrative tasks.
- Provides staff support related to the Division's administration of the City's employer-employee relations program, including duties requiring access to confidential information utilized in the development of management positions in the contract negotiations process.
- Provides staff support involving the following aspects of the City's employer-employee relations program: employee discipline; employee related litigation; processing of EEOC and FEHC complaints; reductions in force; departmental reorganizations; performance evaluations; probationary releases; closed promotional testing; and confidential medical information.
- Researches and responds to requests for general and specific information from the public, other departments and agencies; provides information related to and explains division and department/City policies and procedures.
- Performs a variety of office support tasks including typing and/or data entry, proofreading, filing, editing, word processing, spreadsheets and data base development and maintenance; sorts, files, prepares, and/or processes a variety of documents and records according to established procedures; makes travel and meeting arrangements; prepares or assists in the preparation for meetings/classes including room arrangements, participant notification,

materials/agenda packets and distributes appropriately; may takes minutes at meetings and transcribe recorded dictation.

- Answers telephone calls, routes calls and takes messages; schedules appointments and meetings, and drafts and responds to e-mails.
- Oversees the work of temporary and/or seasonal employees; provides training in specific tasks. Responds to other agencies request and employment verifications.
- Assist with open enrollment, deduction changes, and survey responses/data gathering.
- Assists with process some Risk management related matters.
- Assist the Human Resources front counter.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles and practices of personnel administration.
- Pertinent Federal, State, and local laws, codes, and regulations including administrative and departmental policies and procedures affecting personnel and salary placement.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Principles and practices used in dealing with the public.
- Alphabetical, numerical, and subject matter filing systems.
- Proficient in MS Word and Excel software.

Ability to:

- Maintain computerized and manual files and record.
- Maintain the confidentiality of sensitive information.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish and maintain effective working relationships with applicants, staff, management, vendors, consultants, brokers, the City attorney, the general public, and others encountered in the course of the work.
- Safe driving principles and practices.
- Perform related duties as required.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- At least two (2) years of increasingly responsible technical or secretarial experience, preferably in a Human Resources, Benefits, or Payroll Department. The equivalent to an Associate's degree is highly desirable and a Bachelor's degree from an accredited 4-year college or university can substitute for up to one (1) year of the required job related experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

CITY OF MONTEBELLO

July 24, 2019

TO: Honorable Mayor and City Council
FROM: Robert Mescher, Director of Finance 
SUBJECT: Monthly Investment Reports-June 2019

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of June 30, 2019. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2019

BANK OF THE WEST

	Account Number	Account Name	6/30/19	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,508,055.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$11,163,689.27	S	Checking Account
3	XXXX-71041	City of Montebello	\$502,651.48	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,386.07	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$39,425.54	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$28,416,205.95	G	Disbursement of City Issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$96,395.38	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,285,395.26	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$781,536.01	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$317,072.04	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$44,122,812.82</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/19	Type	Purpose
1	XX-XX-551	General	\$29,515,957.32	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$4,309,828.36	S	Invest Idle Cash
			<u>\$33,825,785.68</u>		

EAST WEST BANK

	Account Number	Account Name	6/30/19	Type	Purpose
1	CD	Certificate of Deposit (5/17/19 - 5/16/20)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/19	Type	Purpose
1	XXXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/19 - 4/26/20)	\$269,567.23	G	Investment
			<u>\$269,572.61</u>		

FOREST AREA FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/19	Type	Purpose
1	CD	Certificate of Deposit (6/20/19-6/19/20)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

JEEP COUNTRY FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/19	Type	Purpose
1	CD	Certificate of Deposit (5/23/19-5/22/20)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/19	Type	Purpose
1	CD	Certificate of Deposit (4/2/19 - 4/2/20)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/19	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	6/30/19	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	6/30/19	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.22	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,483.86	M	401 a(h) employee benefit
			<u>\$13,497.08</u>		

Total General Cash/Investments	\$64,754,939.76	G	General
Total SA Cash/Investments	\$16,981,573.45	S	Successor Agencies
Total T&A Cash/Investments	\$2,396,389.38	T	Trust & Agency
Total Trustee Cash	\$13,497.08	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$84,146,399.67</u>		

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
June 30, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.70	365	320	2.318	2.350
Certificates of Deposit - CU	1,267,567.23	1,267,567.23	1,267,567.23	3.55	365	257	2.354	2.387
Local Agency Investment Funds	29,515,957.32	29,515,957.32	29,515,957.32	82.68	1	1	2.377	2.410
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	13.07	1	1	2.505	2.540
	35,700,261.41	35,700,261.41	35,700,261.41	100.00%	16	12	2.393	2.426
Investments								

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	71,692.20	702,322.56	702,322.56
Average Daily Balance	35,541,928.08	29,556,356.50	
Effective Rate of Return	2.45%	2.38%	

Reporting period 06/01/2019-06/30/2019

Run Date: 07/10/2019 - 14:28

Portfolio GEN
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PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
June 30, 2019

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
26	26	EAST WEST BANK		05/17/2019	250,000.00	250,000.00	250,000.00	2.350		2.350	320	05/16/2020
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.350	320	
Certificates of Deposit - CU												
25	25	F&A FEDERAL CREDIT UNION		04/27/2019	269,567.23	269,567.23	269,567.23	2.200		2.200	300	04/26/2020
28	28	FOREST AREA CREDIT UNION		06/20/2019	250,000.00	250,000.00	250,000.00	2.350		2.350	354	06/19/2020
27	27	JEEP COUNTRY FCU		05/23/2019	249,000.00	249,000.00	249,000.00	2.400		2.400	326	05/22/2020
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	24	07/25/2019
24	24	ST. VINCENT'S MEDICAL FCU		04/02/2019	249,000.00	249,000.00	249,000.00	2.550		2.550	276	04/02/2020
		Subtotal and Average	1,109,233.90		1,267,567.23	1,267,567.23	1,267,567.23			2.387	257	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			29,515,957.32	29,515,957.32	29,515,957.32	2.410		2.410	1	
		Subtotal and Average	29,515,957.32		29,515,957.32	29,515,957.32	29,515,957.32			2.410	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	2.540		2.540	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.540	1	
		Total and Average	35,541,928.08		35,700,261.41	35,700,261.41	35,700,261.41			2.426	12	

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CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2018 through June 2019

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
August	2018	7	26,904,377.01	1.997	2.025	2.020	0	0	15	11
September	2018	7	24,404,377.01	2.051	2.079	2.090	0	0	16	10
October	2018	7	20,332,634.39	2.137	2.166	2.170	0	0	19	11
November	2018	7	18,932,634.39	2.213	2.243	2.260	0	0	20	10
December	2018	7	27,932,634.39	2.277	2.308	2.320	0	0	14	6
January	2019	7	35,021,771.57	2.347	2.379	2.390	0	0	12	4
February	2019	7	35,021,771.57	2.357	2.389	2.390	0	0	12	3
March	2019	7	35,021,771.57	2.404	2.437	2.440	0	0	12	2
April	2019	9	35,201,261.41	2.421	2.455	2.450	2	2	12	7
May	2019	9	35,450,261.41	2.423	2.457	2.450	2	1	14	11
June	2019	9	35,700,261.41	2.393	2.426	2.410	1	0	16	12
Average		8	30,492,907.54	2.216%	2.247%	2.250	0	0	14	8

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2018 through June 2019

Page 1

Security Type	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	Average by Period
Certificates of Deposit - Bank	0.7	0.8	0.9	1.0	1.2	1.3	0.9	0.7	0.7	0.7	0.7	0.7	0.7	0.9%
Certificates of Deposit - CU	2.1	2.5	2.8	3.1	3.8	4.0	2.7	2.2	2.2	2.2	2.2	2.9	3.6	2.8%
Local Agency Investment Funds	84.1	81.6	78.9	76.7	72.1	70.0	79.7	83.8	83.8	83.8	83.9	83.3	82.7	80.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	13.1	15.2	17.4	19.1	23.0	24.7	16.7	13.3	13.3	13.3	13.3	13.2	13.1	16.0%

Portfolio GEN
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Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
June 30, 2019

Page 1

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	2,037.94	21,601.55
Plus Accrued Interest at End of Period	1,828.72	1,625.55
Less Accrued Interest at Beginning of Period	(1,202.82)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	2,663.84	22,821.36
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	2,663.84	22,821.36
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	10,071.46	620,461.01
Plus Accrued Interest at End of Period	190,513.88	190,513.88
Less Accrued Interest at Beginning of Period	(131,556.98)	(131,473.69)
Interest Earned during Period	69,028.36	679,501.20
Total Interest Earned during Period	71,692.20	702,322.56
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	71,692.20	702,322.56

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
June 30, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	4,309,828.36	4,309,828.36	4,309,828.36	100.00	1	1	2.377	2.410
Investments	4,309,828.36	4,309,828.36	4,309,828.36	100.00%	1	1	2.377	2.410

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	8,655.08	112,628.80	112,628.80
Average Daily Balance	4,309,828.36	4,712,781.45	
Effective Rate of Return	2.44%	2.39%	

Reporting period 06/01/2019-06/30/2019

Run Date: 07/10/2019 - 07:41

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Report Ver: 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
June 30, 2019

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			4,309,828.36	4,309,828.36	4,309,828.36	2.410		2.410	1	
		Subtotal and Average	4,309,828.36		4,309,828.36	4,309,828.36	4,309,828.36			2.410	1	
		Total and Average	4,309,828.36		4,309,828.36	4,309,828.36	4,309,828.36			2.410	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2018 through June 2019

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
September	2018	1	4,223,624.95	2.061	2.090	2.090	0	0	1	1
October	2018	1	4,257,246.18	2.140	2.170	2.170	0	0	1	1
November	2018	1	4,257,246.18	2.229	2.260	2.260	0	0	1	1
December	2018	1	4,257,246.18	2.288	2.320	2.320	0	0	1	1
January	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
February	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
March	2019	1	4,282,962.08	2.407	2.440	2.440	0	0	1	1
April	2019	1	4,309,828.36	2.416	2.450	2.450	0	0	1	1
May	2019	1	4,309,828.36	2.416	2.450	2.450	0	0	1	1
June	2019	1	4,309,828.36	2.377	2.410	2.410	0	0	1	1
Average		1	4,909,620.39	2.219%	2.250%	2.250	0	0	1	1

**SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2018 through June 2019**

Page 1

Security Type	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
June 30, 2019

Page 1

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	105,748.06
Plus Accrued Interest at End of Period	26,471.80	26,471.80
Less Accrued Interest at Beginning of Period	(17,816.72)	(19,591.06)
Interest Earned during Period	8,655.08	112,628.80
Total Interest Earned during Period		
	8,655.08	112,628.80
Total Capital Gains or Losses		
	0.00	0.00
Total Earnings during Period		
	8,655.08	112,628.80

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. 1473, consisting of 8 pages, and
including**

Warrant No. 584226 through 584416;

**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 24TH DAY OF JULY, 2019.

JACK HADJINIAN, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
584226	07/03/2019	\$132.98	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
584227	07/09/2019	\$5,468.75	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES, INC.
584228	07/10/2019	\$306,377.41	BIKE LANE SIDEWALK IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
584229	07/10/2019	\$685.52	UTILITY SERVICES	2257	AIRESPRING INC.
584230	07/10/2019	\$6,540.00	INSURANCE PREMIUM	42330	ALLIANT INSURANCE SERVICES, INC.
584231	07/10/2019	\$299.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584232	07/10/2019	\$853.24	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
584233	07/10/2019	\$47,064.13	INSURANCE PREMIUM	4110	DELTA DENTAL OF CALIFORNIA
584234	07/10/2019	\$511.48	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN
584235	07/10/2019	\$1,733.67	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
584236	07/10/2019	\$575.23	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
584237	07/10/2019	\$702.47	REFUND	2457	MARIA VERDUZCO
584238	07/10/2019	\$300.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584239	07/10/2019	\$76,600.10	BUS FAREBOX UPGRADES	467	CUBIC TRANSPORTATION SYSTEM INC.
584240	07/10/2019	\$285,243.09	FIRE RADIOS SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
584241	07/10/2019	\$186.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
584242	07/10/2019	\$2,457.00	LED LIGHTS	2279	OEO ENERGY SOLUTIONS LLC.
584243	07/10/2019	\$91,469.01	FIRE VEHICLES REPAIRS	2191	PERFORMANCE TRUCK REPAIR INC.
584244	07/10/2019	\$1,936.00	SUPPLIES	2490	PRIMEX CLINICAL LABORATORIES, INC.
584245	07/10/2019	\$176.95	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584246	07/10/2019	\$24,509.39	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
584247	07/10/2019	\$2,563.00	UTILITY SERVICES	526	T-MOBILE USA, INC.
584248	07/10/2019	\$131.40	SUPPLIES	69680	TRIANGLE SPORTS, INC.
584249	07/10/2019	\$351.96	TRAVEL & MEETINGS	29610	JACK H. HADJINIAN



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584250	07/10/2019	\$299.52	TRAVEL & MEETINGS	2317	ANGIE JIMENEZ
584251	07/10/2019	\$300.68	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
584252	07/10/2019	\$105.67	TRAVEL & MEETINGS	2318	PAUL TALBOT
584253	07/10/2019	\$1,478.98	CONTRACT SERVICES	36870	CINTAS CORPORATION
584254	07/10/2019	\$1,173.23	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
584255	07/10/2019	\$104.90	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
584256	07/11/2019	\$4,081.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
584257	07/11/2019	\$9,284.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
584258	07/11/2019	\$276.68	UTILITY SERVICES	38380	AT&T
584259	07/11/2019	\$137.68	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
584260	07/11/2019	\$702.47	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
584261	07/11/2019	\$191.63	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
584262	07/11/2019	\$662.45	UTILITY SERVICES	39550	AT&T
584263	07/11/2019	\$276.68	UTILITY SERVICES	38380	AT&T
584264	07/11/2019	\$1,412.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
584265	07/11/2019	\$50.00	CONTRACT SERVICES	70140	GNA-BROOK FIRE PROTECTION, INC.
584266	07/11/2019	\$1,027.35	CONTRACT SERVICES	11940	KONE, INC.
584267	07/11/2019	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
584268	07/11/2019	\$195.03	REIMBURSEMENTS	2499	CITY OF MONTEBELLO - PETTY CASH
584269	07/11/2019	\$12,038.78	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
584270	07/11/2019	\$250.95	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
584271	07/11/2019	\$1,945.79	VEHICLE MAINTENANCE/EXPENSES	45960	R & R PRODUCTS, INC.
584272	07/11/2019	\$113.48	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
584273	07/11/2019	\$945.62	SUPPLIES	42210	SAFETY-KLEEN CORP.



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584274	07/11/2019	\$109,542.01	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
584275	07/11/2019	\$6,319.79	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
584276	07/11/2019	\$40,465.85	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
584277	07/11/2019	\$2,180.15	SUPPLIES	59290	UNIVAR USA INC.
584278	07/16/2019	\$48.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
584279	07/16/2019	\$320.00	CONTRACT SERVICES	1643	COMPANY NURSE
584280	07/16/2019	\$996.42	SUPPLIES	40930	EASTMONT PAINT & DECORATING
584281	07/16/2019	\$57.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH, INC
584282	07/16/2019	\$6,140.17	SALES TAX AUDIT SERVICES	48120	HINDERLITER, DE LLAMAS & ASSOCIATES
584283	07/16/2019	\$5,516.06	SUPPLIES	1612	JCL TRAFFIC SERVICES
584284	07/16/2019	\$13,025.14	POLICE SAFETY EQUIPMENT	2356	LC ACTION POLICE SUPPLY
584285	07/16/2019	\$80.00	REFUND	2493	MARIA MERCADO
584286	07/16/2019	\$345.08	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
584287	07/16/2019	\$1,130.92	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
584288	07/16/2019	\$590.00	CONTRACT SERVICES	2492	POWER PROS ELECTRIC
584289	07/16/2019	\$60.00	REFUND	2494	LORRAINE QUINONES
584290	07/16/2019	\$5,163.18	SOFTWARE MAINTENANCE	1188	TYLER TECHNOLOGIES, INC.
584291	07/16/2019	\$990.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
584292	07/16/2019	\$1,077.48	SUPPLIES	67320	WINZER CORPORATION
584293	07/16/2019	\$96.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
584294	07/16/2019	\$1,497.43	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
584295	07/16/2019	\$26,000.00	DUES & SUBSCRIPTIONS	15200	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
584296	07/16/2019	\$236,254.40	RUBBISH SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
584297	07/16/2019	\$672.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
584298	07/16/2019	\$55.00	REFUND	2320	DANIELA PEDRAZA



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584299	07/16/2019	\$646.09	UTILITY SERVICES	1732	AT&T CORP.
584300	07/16/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
584301	07/16/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
584302	07/16/2019	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
584303	07/16/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
584304	07/16/2019	\$30.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
584305	07/16/2019	\$8,786.88	INSURANCE	55860	AFLAC
584306	07/16/2019	\$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
584307	07/16/2019	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
584308	07/16/2019	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
584309	07/16/2019	\$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
584310	07/16/2019	\$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
584311	07/16/2019	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
584312	07/16/2019	\$299.35	REIMBURSEMENT - SUPPLIES	476	MARIA CHAVEZ
584313	07/16/2019	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
584314	07/16/2019	\$40.00	CARPOOL INCENTIVE	2322	GIOVANNA CISNEROS
584315	07/16/2019	\$5.78	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
584316	07/16/2019	\$20.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
584317	07/16/2019	\$40.00	CARPOOL INCENTIVE	8260	BEATRICE GOMEZ
584318	07/16/2019	\$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
584319	07/16/2019	\$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
584320	07/16/2019	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
584321	07/16/2019	\$105.98	REIMBURSEMENT - SUPPLIES	72010	SCOTT D. HOWARD
584322	07/16/2019	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584323	07/16/2019	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
584324	07/16/2019	\$80.00	CARPOOL INCENTIVE	2277	CHRISTOPHER JIMENEZ
584325	07/16/2019	\$8,500.00	PLAYGROUND PROJECT	2489	KABOOM!, INC.
584326	07/16/2019	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
584327	07/16/2019	\$80.00	CARPOOL INCENTIVE	71590	LUZ MARIA
584328	07/16/2019	\$40.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
584329	07/16/2019	\$40.00	CARPOOL INCENTIVE	1778	ILENE MARTINEZ
584330	07/16/2019	\$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
584331	07/16/2019	\$197.05	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
584332	07/16/2019	\$1,256.67	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
584333	07/16/2019	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
584334	07/16/2019	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
584335	07/16/2019	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
584336	07/16/2019	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
584337	07/16/2019	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
584338	07/16/2019	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
584339	07/16/2019	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
584340	07/16/2019	\$30.00	CARPOOL INCENTIVE	4390	CELIA QUEZADA
584341	07/16/2019	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
584342	07/16/2019	\$40.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
584343	07/16/2019	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
584344	07/16/2019	\$80.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
584345	07/16/2019	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
584346	07/16/2019	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
584347	07/16/2019	\$13,408.77	INSURANCE	25850	STANDARD INSURANCE COMPANY



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584348	07/16/2019	\$412.77	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
584349	07/16/2019	\$1,497.43	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
584350	07/16/2019	\$11,349.00	BUILDING SERVICES	1639	TRANSTECH ENGINEERS, INC.
584351	07/16/2019	\$40.00	CARPPOOL INCENTIVE	595	MATTHEW A VALENZUELA
584352	07/16/2019	\$40.00	CARPPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
584353	07/16/2019	\$40.00	CARPPOOL INCENTIVE	1701	MATTHEW VEGA
584354	07/16/2019	\$4,554.39	INSURANCE	58990	VISION SERVICE PLAN
584355	07/16/2019	\$40.00	CARPPOOL INCENTIVE	2332	HUMBERTO ZARAGOZA
584356	07/16/2019	\$40.00	CARPPOOL INCENTIVE	2331	FRANCISCO ZEPEDA
584357	07/16/2019	\$73,310.72	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
584358	07/16/2019	\$134.91	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
584359	07/16/2019	\$10,139.46	SAFETY VEHICLE UPGRADES	1101	BLACK AND WHITE EMERGENCY VEHICLES
584360	07/16/2019	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
584361	07/16/2019	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
584362	07/16/2019	\$210.00	CONTRACT SERVICES	2407	OSCAR HERNANDEZ PLUMBING
584363	07/16/2019	\$21,255.02	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
584364	07/16/2019	\$495.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
584365	07/16/2019	\$101.97	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
584366	07/16/2019	\$70.00	REFUND	2495	LINDA RAMIREZ
584367	07/16/2019	\$250.00	REFUND	2498	MARIA ISABEL BALTAZAR RAMOS
584368	07/16/2019	\$54.35	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
584369	07/16/2019	\$55.00	REFUND	2473	MARIAH SANCHEZ
584370	07/16/2019	\$1,618.76	CONTRACT SERVICES	781	UNITED STORM WATER, INC.
584371	07/16/2019	\$675.00	REFUND	2497	UTILITY SYSTEMS SCIENCE & SOFTWARE, INC.



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584372	07/16/2019	\$153.00	CONTRACT SERVICES	2442	JOSEPH ABRAMS
584373	07/16/2019	\$55.00	REFUND	2501	FRANCISCA APARICIO
584374	07/16/2019	\$20,319.36	BUS RENOVATIONS	29460	COMPLETE COACH WORKS
584375	07/16/2019	\$133.03	SUPPLIES	13360	DELL MARKETING L.P.
584376	07/16/2019	\$2,987.35	BUILDING MAINTENANCE REPAIRS	2152	JOHNSON CONTROLS, INC.
584377	07/16/2019	\$654.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
584378	07/16/2019	\$190.00	REFUND	51550	MONTEBELLO CHAMBER OF COMMERCE
584379	07/16/2019	\$1,738.65	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
584380	07/16/2019	\$378.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
584381	07/16/2019	\$3,625.00	OPEB SERVICES	75730	THE NYHART COMPANY
584382	07/16/2019	\$416.29	SUPPLIES	15620	OFFICE DEPOT
584383	07/16/2019	\$886.95	MACHINERY & EQUIPMENTS	538	PCMG, INC.
584384	07/16/2019	\$234.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
584385	07/16/2019	\$91.20	CONTRACT SERVICES	2365	LETICIA TORRES
584386	07/17/2019	\$620,649.61	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
584387	07/17/2019	\$98.15	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584388	07/17/2019	\$1,177,417.00	LIABILITY INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
584389	07/17/2019	\$135,876.00	INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
584390	07/17/2019	\$375.00	CONTRACT SERVICES	445	ERIC SERRANO
584391	07/17/2019	\$40.00	RECREATION CLASSES	2502	TIFFANY CUIEL
584392	07/17/2019	\$55.00	RECREATION CLASSES	2500	ROCIO EVARIZ
584393	07/17/2019	\$3,082.85	CONTRACT SERVICES	2318	PAUL TALBOT
584394	07/17/2019	\$20,000.00	RED LIGHT CAMERA SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
584395	07/17/2019	\$5,164.96	*SEE ATTACHED	13240	BANKCARD CENTER
584396	07/17/2019	\$17,434.99	*SEE ATTACHED	13240	BANKCARD CENTER



City of Montebello
Register of Demands No. 1473

From Payment Date: 7/3/19 - To Payment Date: 7/17/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
584397	07/17/2019	\$73.30	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584398	07/17/2019	\$6.96	PREPAID EXPENSES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584399	07/17/2019	\$17.99	TRAVEL & MEETINGS	2441	DAVID TORRES
584400	07/17/2019	\$700.80	CONTRACT SERVICES	40850	MARIA E. CASAS
584401	07/17/2019	\$644.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
584402	07/17/2019	\$14,805.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
584403	07/17/2019	\$11,133.89	LANDSCAPING SERVICES	2481	NORTH STAR LAND CARE
584404	07/17/2019	\$288.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
584405	07/17/2019	\$1,376,999.18	TRANSIT BUSES UPGRADE	29460	COMPLETE COACH WORKS
584406	07/17/2019	\$292.23	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
584407	07/17/2019	\$2,656.40	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
584408	07/17/2019	\$1,355.86	LEGAL SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
584409	07/17/2019	\$214,194.18	SPECIAL ELECTION EXPENSE	58760	COUNTY OF LOS ANGELES
584410	07/17/2019	\$675.00	CONTRACT SERVICES	2459	OSAEI ROMERO
584411	07/17/2019	\$150.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLER'S OFFICE
584412	07/17/2019	\$850.00	CONTRACT SERVICES	1429	JEFF ANAYA
584413	07/17/2019	\$1,425.00	CONTRACT SERVICES	2486	MADISON ARAIZA
584414	07/17/2019	\$925.00	CONTRACT SERVICES	2484	JEWLIZA CANDIA
584415	07/17/2019	\$600.00	CONTRACT SERVICES	2131	MIGUEL TORRES
584416	07/17/2019	\$400.00	CONTRACT SERVICES	2485	ROSANNE MARIE TORRES
Total		<u>\$5,159,342.80</u>			

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #584395-584396 - JULY 17, 2019

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
6/10/19	\$ 651.59	CONFERENCE	AMERICAN AIRLINES	ADMINISTRATION
6/10/19	\$ 72.02	CONFERENCE	AMERICAN AIRLINES	ADMINISTRATION
6/17/19	\$ 160.72	CONFERENCE	HOTEL METROPOLE	ADMINISTRATION
6/17/19	\$ 44.00	CONFERENCE	GROUPON INC	ADMINISTRATION
6/17/19	\$ 510.94	CONFERENCE	INTERCONTINENTAL HOTEL	ADMINISTRATION
6/17/19	\$ 766.41	CONFERENCE	INTERCONTINENTAL HOTEL	ADMINISTRATION
6/18/19	\$ 137.37	COMPUTER HARDWARE	LEIGHTRONIX INC.	ADMINISTRATION
6/19/19	\$ 650.00	CONFERENCE REGISTRATION	INDEPENDENT CITIES ASSOCIATION	ADMINISTRATION
6/19/19	\$ 650.00	CONFERENCE REGISTRATION	INDEPENDENT CITIES ASSOCIATION	ADMINISTRATION
6/19/19	\$ 650.00	CONFERENCE REGISTRATION	INDEPENDENT CITIES ASSOCIATION	ADMINISTRATION
6/26/19	\$ 9.99	I-PAD SOFTWARE	APPLE I-TUNES	PURCHASING
6/26/19	\$ 9.99	I-PAD SOFTWARE	APPLE I-TUNES	PURCHASING
6/6/19	\$ 220.00	VEHICLE REPAIR	CHINO HILLS TIRES	FIRE
6/7/19	\$ 44.08	STORAGE CONTAINERS	TARGET	FIRE
6/12/19	\$ 388.70	TRAINING SUPPLIES	HOME DEPOT	FIRE
6/15/19	\$ 1,149.69	SAW BLADES	ZORO TOOLS	FIRE
6/18/19	\$ 1,125.76	CHAINSAW	BEST LAWNMOWER SERVICE	FIRE
5/28/19	\$ 78.79	COMPUTER HARDWARE	BEST BUY	FIRE
5/28/19	\$ 308.66	CREDIT REPORTING SERVICES	TLO-TRANSUNION	POLICE
5/28/19	\$ 695.00	TRAINING	FBI LEEDA INC	POLICE
5/29/19	\$ 502.90	UNIFORMS	GALLS	POLICE
5/29/19	\$ 526.83	UNIFORMS	GALLS	POLICE
5/29/19	\$ 305.96	UNIFORMS	GALLS	POLICE
5/29/19	\$ 294.87	UNIFORMS	GALLS	POLICE
5/31/19	\$ 795.00	TRAINING	TAC TEAM	POLICE
6/4/19	\$ 523.60	BUILDING MATERIALS	HOME DEPOT	POLICE
6/4/19	\$ 756.75	COMPUTER HARDWARE	X PC ZONE	POLICE
6/6/19	\$ 51.45	SUPPLIES	SMART & FINAL	POLICE
6/7/19	\$ 10.99	HARDWARE	AMAZON	POLICE
6/5/19	\$ 675.41	TRAINING-HOTEL	SHERATON	TRANSIT
6/6/19	\$ 628.83	TRAINING-HOTEL	SHERATON	TRANSIT
6/5/19	\$ 499.57	TRAINING-HOTEL	SHERATON	TRANSIT
6/6/19	\$ 499.57	TRAINING-HOTEL	SHERATON	TRANSIT
6/11/19	\$ 171.89	FLAGS	THE FLAG SHOP	TRANSIT
6/12/19	\$ 280.67	BUS PARTS	MAG TROL DISTRIBUTORS	TRANSIT
6/18/19	\$ 22.75	CONFERENCE - TRAVEL	TRAVEL INSURANCE	TRANSIT

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #584395-584396 - JULY 17, 2019

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
6/17/19	\$ 311.31	CONFERENCE - TRAVEL	AMERICAN AIRLINES	TRANSIT
6/18/19	\$ 115.30	PARKING SIGNS	JCL TRAFFIC SERVICES	TRANSIT
6/17/19	\$ 129.12	SUPPLIES	AIRGAS WEST	TRANSIT
6/26/19	\$ 838.77	CONFERENCE - TRAVEL	HILTON HOTEL	TRANSIT
6/27/19	\$ 231.86	CONFERENCE - TRAVEL	EXPEDIA	TRANSIT
6/27/19	\$ 290.27	CONFERENCE - TRAVEL	EXPEDIA	TRANSIT
6/4/19	\$ 47.74	RESTROOM SUPPLIES	AMAZON	RECREATION
6/3/19	\$ 159.48	RESTROOM PARTITIONS	ROBERT BROOKE & ASSOCIATES	RECREATION
6/3/19	\$ 30.34	DOMAIN REGISTRATION	DNH GODADDY.COM	RECREATION
6/4/19	\$ 550.00	RESTROOM SIGNS	AAHS GRAPHICS	RECREATION
6/6/19	\$ 850.00	PARKSITE SCANNING SERVICES	GPRS	RECREATION
6/8/19	\$ 13.79	SOIL TEST TUBES	EMSL ANALYTICAL	RECREATION
6/12/19	\$ 35.94	RESTROOM SUPPLIES	AMAZON	RECREATION
6/13/19	\$ 13.57	AUTO PARTS	FORD OF MONTEBELLO	RECREATION
6/18/19	\$ 55.00	RESTROOM SIGNS	AAHS GRAPHICS	RECREATION
6/19/19	\$ 36.39	SUPPLIES	AMAZON	RECREATION
6/19/19	\$ 66.36	TONER	AMAZON	RECREATION
6/19/19	\$ 291.71	SUMMER CAMP SUPPLIES	WALMART	RECREATION
6/19/19	\$ 146.40	SUMMER CAMP SUPPLIES	WALMART	RECREATION
6/20/19	\$ 31.95	SUPPLIES	AMAZON	RECREATION
6/19/19	\$ 1,211.65	FOLDING CHAIRS	SAM'S CLUB	RECREATION
6/20/19	\$ 112.13	PLAQUES	ALL AMERICAN TROPHY	RECREATION
6/23/19	\$ 85.38	SUPPLIES	AMAZON	RECREATION
6/20/19	\$ 1,017.79	FOLDING CHAIRS	SAM'S CLUB	RECREATION
6/24/19	\$ 38.08	SUPPLIES	AMAZON	RECREATION
6/3/19	\$ 222.30	ROOM RENTAL	HILTON GARDEN INN	HUMAN RESOURCES
6/3/19	\$ 333.98	CONFERENCE ROOM RENTAL	HILTON GARDEN INN	HUMAN RESOURCES
6/3/19	\$ 80.59	OFFICE SUPPLIES	OFFICE DEPOT	HUMAN RESOURCES
5/30/19	\$ 75.00	TRAINING	ASSOC. OF ENVIRONMENTAL PROFESSIONALS	COMMUNITY DEVELOPMENT
5/30/19	\$ 25.00	TRAINING	ASSOC. OF ENVIRONMENTAL PROFESSIONALS	COMMUNITY DEVELOPMENT
6/10/19	\$ 126.00	TRAINING	CA ASSOC OF CODE ENFORCEMENT	COMMUNITY DEVELOPMENT
6/10/19	\$ 126.00	TRAINING	CA ASSOC OF CODE ENFORCEMENT	COMMUNITY DEVELOPMENT
6/28/19	\$ 30.00	MEMBERSHIP FEE	BANK OF THE WEST	FINANCE
TOTAL	\$ 22,599.95			

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**JULY 10, 2019
WEDNESDAY
5:30 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Melendez, Cobos-Cawthorne, Jimenez, Hadjinian
STAFF PRESENT: Interim City Manager Talbot, Assistant City Attorney MacMillian
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Assistant City Attorney MacMillian

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Jim Flournoy spoke about Item No. 4. Mr. Flournoy stated that the water company should make money for the City, and asked how the City was going to be sure that users get their infrastructure repaired.

CLOSED SESSION

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

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: Montebello Water System and related real property and infrastructure assets
Agency negotiator: Paul Talbot, Interim City Manager
Negotiating parties: California Water Services, Golden State Water, San Gabriel Valley Water
Under negotiation: Both price and terms of sale

The agency's negotiator and other parties were present. City Council was briefed, no final action, nothing further to report.

5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: Montebello Hills property and related property adjacent east of Montebello Boulevard
Agency negotiator: Paul Talbot, Interim City Manager
Negotiating parties: Toll Brothers
Under negotiation: Both price and terms

Mr. Talbot brief Councilmembers, not final action, nothing to report.

6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Two matters of consideration of litigation

Councilmembers were briefed, no final action, nothing further to report.

REGULAR SESSION

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATIONS

- A. OATH OF OFFICE – NEW TRAFFIC AND SAFETY COMMISSIONER LOUISE SAMANIEGO**
- B. RECOGNITION OF MONTEBELLO MAYHEM - 2019 USSSA INTERNATIONAL WORLD SERIES CHAMPIONS**
- C. INTRODUCTION OF ASHIYA SISTER CITY STUDENT DELEGATES**

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Assistant City Manager Batson announced a Housing Rights Seminar on Monday, July 29, 2019, from 6:00 p.m. to 8:00 p.m.

Recreation and Community Director Sosnowski announced the Summer Concerts beginning Thursday, July 11, 2019 at 7:00 p.m. The Farmer's Market begins at 3:00 p.m. on the days of the concerts.

Transportation Director Barrio announce two job fairs for the Bus Operator position, July 15, 2019 from 11:00 a.m. to 2:00 p.m., and on July 25, from 4:00 p.m. to 7:00 p.m., at the Transportation Department, 400 South Taylor Avenue.

10. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

Mr. Talbot stated that under Item No. 18, staff is looking for direction from Council, and not final action.

11. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney MacMillian

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

Henry Priest spoke about the Metro Gold Line extension proposed options. Mr. Priest also asked about the correct lot size for Accessory Dwelling Units. Planning and Community Development Director Mancha stated that the Planning Department is currently conducting a survey hope to report back to the City Council in about two weeks in order to confirm the appropriate lot size for the Accessory Dwelling Units.

Noah Gold spoke about delays in the Building Department with regard to the scheduling of building inspections.

Charmetria Marshall, Chet Holifield Library Manager, invited all to attend upcoming programs and events, and stated that Vector Control will make a presentation at the library from 12:00 p.m. to 3:00 p.m. on Thursday, July 11, 2019.

Yvonne Watson, Sierra Club, spoke about recycled water for the Montebello Hills, and believes that the City did not secure proper permits for the construction project on Montebello Blvd. during gnat catcher season. Ms. Watson also stated that there is erosion on Lincoln Avenue between Avenida de la Merced and the beginning point of the Whittier Narrow dam.

Levar Pathero spoke about drug manufacturing taking place on South 4th Street.

Yvette Fimbres thanked staff for the recent emergency preparedness presentation and added that the City should be sure that Montebello is getting the best value for vehicle maintenance services.

Margot Eiser spoke about the water companies bidding on the water sale and added that water is a necessity, not a commodity.

Jeanette Dickman stated that the dog license fee of \$20 is too high for senior citizens to pay. Director Mescher was directed to speak to Ms. Dickman regarding her concern.

- 13. APPROVAL OF AGENDA:** Councilmember Torres moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 14 and 15, 16, 18 and 23. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

- 14. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION CONFIRMING THE FY 2019-2020 FINAL ENGINEER'S REPORT, ASSESSMENT DIAGRAM FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVY SUCH ASSESSMENTS ON APPLICABLE LOTS AND PARCELS WITHIN THE DISTRICT**

The public hearing was opened at the hour of 8:00 p.m. There being no public testimony, the public hearing was closed at 8:00 p.m.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Melendez that the City Council:

(1) Adopt Resolution No. 19-78 confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-1, and authorize the levying of the Fiscal Year 2019-2020 assessments for the Natasha Lane Landscape Assessment District.

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

Motion carried unanimously.

- 15. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A RESOLUTION CONFIRMING THE FINAL ENGINEER'S REPORT, THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 2005-2 FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION, AND TO LEVY ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2019-2020**

The public hearing was opened at the hour of 8:02 p.m. There being no public speakers, the public hearing was closed at the hour of 8:02 p.m.

Councilmember Torres moved, seconded by Councilmember Melendez that the City Council:

1) Adopt Resolution No. 19.79 confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-2, and the levying for the Fiscal Year 2018-2019 assessments for the Natasha Lane Sewer Pump Station and Storm Drain Pump Station on assessable lots and parcels of land in the District,

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

Motion carried unanimously.

CONSENT MATTERS (16-28)

16. APPROVAL OF FINAL “A” MAP FOR TRACT MAP NO. 70420, MONTEBELLO HILLS SPECIFIC PLAN PROJECT LOCATED AT 1400 N. MONTEBELLO BOULEVARD (TOLL BROTHERS/SENTINEL PEAK RESOURCES)

Attorney John Lam provided a brief staff report.

Developer Rick Nelson spoke about various maps, permits and reports that have been completed, and asked for Council approval.

Councilmember Jimenez moved, seconded by Councilmember Hadjinian that the City Council:

- (1) Approving the Final “A” Map for Vesting Tract Map No. 70420, Montebello Hills Specific Plan Project located at 1400 N. Montebello Boulevard (“Montebello Hills Project”);
- (2) Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of Final “A” Map for Tract Map No. 70420; and
- (3) Authorizing the Mayor and Director of Public Works to execute the Subdivision Improvement Agreement.
- (4) Take such additional, related action that may be desirable.

Motion carried unanimously on the following roll call vote of the City Council:

AYES: Torres, Melendez, Cobos-Cawthorne, Jimenez, Hadjinian

NOES: None.

17. STATE AUDIT QUARTERLY UPDATE AND PROGRESS REPORT

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

- (1) Receive and file the quarterly update on the findings identified in the State audit report.
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

18. SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

Yvonne Watson, resident and representing the Sierra Club, stated support of selling the System, but asked that the City not sell the rights.

Jim Flournoy stated that the Montebello Blvd Project should have an alternate source of water.

Mayor Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- (1) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water for \$15,857,000 plus enter into a 10-year water lease rights for an additional \$1,950,000; and

(2) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water including all future water rights to San Gabriel Valley Water for \$22,621,000,

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

Mayor Hadjinian stated that he would like a timeline regarding infrastructure repairs.

Interim City Manager Talbot stated that with the approval staff will work with San Gabriel Valley Water to prepare documents and congratulated Council for making a step in the right direction. Mayor Hadjinian concurred.

19. APPROVE PLANS AND SPECIFICATIONS FOR C.P. # 872 – VARIOUS STREET IMPROVEMENTS (FY 2018/2019) AND AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR BIDS AND DESIGNATE AUGUST 12, 2019 AT 11:10 AM AS THE BID OPENING DATE

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

1) Approve Plans and Specifications for C.P. 872, various Street Improvement Project FY 2018/2019;

2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA);

3) Authorize the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM as the bid opening date; and

4) Take such additional, related action that may be desirable

Motion carried unanimously.

20. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3444 – CITYWIDE HVAC MAINTENANCE AND REPAIRS

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

1) Approve the First Amendment to Agreement No. 3444 for Citywide HVAC Maintenance and Repairs with Johnson Controls, Inc., including a new fee schedule, and

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

Motion carried unanimously.

21. FIRST AMENDMENT TO THE HOME PROGRAM DEVELOPMENT AGREEMENT WITH MONTEBELLO HOUSING DEVELOPMENT CORPORATION FOR 924 CAROB WAY

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Approve the first amendment to the HOME Program Development Agreement with Montebello Housing Development Corporation (MHDC) for the affordable housing project on Carob Way; and

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

Motion carried unanimously.

22. ANNUAL PROPERTY INSURANCE, WORKERS' COMPENSATION EXCESS INSURANCE AND GENERAL LIABILITY EXCESS INSURANCE RENEWALS FOR FISCAL YEAR 2019-20

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

- (1) It is recommended that the City Council approve the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

23. SECOND AMENDMENT TO AGREEMENT NO. 2787-A WITH SHAK ENTERPRISES INC. (MONTEBELLO TIRE PROS) FOR ADDITIONAL FUNDS FOR THE CITY'S FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

Steve Boyajian spoke about the bidding process from which he was awarded the original contract, and added that he believes he saves the City money.

Councilmember Cobos-Cawthorne asked if any of the maintenance work could be done by City staff.

Councilmember Melendez agreed with Councilmember Cobos-Cawthorne.

Mr. Boyajian also clarified as to when a repair warrants an approval because of the large cost to repair.

Councilmember Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Authorize the City Manager to execute the second amendment to the existing agreement with Shak Enterprises, Inc., dba Montebello Tire Pros, not to exceed an amount of \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement as set forth in the agreement for the City's Fleet Vehicle Maintenance and Repair Services.
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

24. AWARD A CONTRACT TO ERIC MARTINEZ CONSULTING SERVICE FOR BID NO. 19-33 - CONSULTANT SERVICE SPECIALIST IN HYBRID GASOLINE ELECTRIC, PARTS, TROUBLESHOOTING, AND ELECTRICAL SYSTEMS OF HEAVY-DUTY TRANSIT NEW FLYER BUSES

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

- (1) Award a contract to Eric Martinez Consulting Service for the Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses as recommended by the Director of Transportation.

(2) Authorize the City manager to execute Agreement No. 3645 on behalf of the City.

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

Motion carried unanimously.

25. FY19-20 ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the fiscal year 2019-2020; and

(2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

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

Motion carried unanimously.

26. REQUEST TO APPROVE CALPERS RESOLUTIONS FOR PAYING THE VALUE OF THE EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Approve the attached six (6) CalPERS resolutions for three (3) of the City's safety units for paying the value of the employer paid member contributions (EPMC) with separate effective dates of July 1, 2019 and July 7, 2019, as follows:

Montebello Fire Management Association	Resolution Nos. 19-83 and 19-84
Montebello Police Management Association	Resolution Nos. 19-85 and 19-86
Montebello Police Officers Association	Resolution Nos. 19-87 and 19-88

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

Motion carried unanimously.

27. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 10, 2019

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Adopt the Resolution No. 19-89 approving the Warrant Register dated July 10, 2019; and

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

Motion carried unanimously.

28. APPROVAL OF MINUTES: SPECIAL SESSION OF JUNE 10, 2019 AND REGULAR SESSIONS OF JUNE 12 AND 26, 2019

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Approve the minutes as written; and

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

Motion carried unanimously.

29. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

30. COUNCILMEMBER TORRES

- a. Parks Make Life Better Month
Councilmember agreed to recognize Recreation and Community Services in July during “Parks Make Life Better” Month.
- b. Coffee with a Councilman
Councilmember Torres stated that on July 17, both the Fire and Police Department will be present for his continuing “Coffee with a Councilman.”

31. MAYOR PRO TEM MELENDEZ

Walk and Talk event.

Mayor Pro Tem Melendez invited all to participate in a “Hike with Councilmember Salvador Melendez,” an easy hike from Grant Rea Park to Whittier Narrow Dam. Mayor Pro Tem Melendez stated that a waiver needs to be signed.

32. COUNCILMEMBER COBOS-CAWTHORNE

- a. The Ring and CHIP Program
Councilmember Cobos-Cawthorne stated that \$7,000 per household will be allocated for the CHIP Program for households south of Olympic Blvd. The Ring will also be available at a discounted rate. Please see the Planning Department for more details.
- b. Seeks consensus to designate one parking space for a Veteran at City Hall
Councilmembers agreed to designate one parking space at City Hall for a Veteran.
- c. National Night Out – August 6, 2019
Councilmember Cobos-Cawthorne announced National Night Out on August 6, 2019, beginning at 6:00 p.m.

33. COUNCILMEMBER JIMENEZ

None.

34. MAYOR HADJINIAN

- a. Montebello Commercial Broker Tour to discuss Economic Development
Mayor Hadjinian spoke about the successful broker tour hosted by Mayor Hadjinian and Directory Manuel Mancha.
- b. Discussion and direction to go dark the first two weeks of August
Mayor Hadjinian requested that the August 14, 2019 City Council Meeting be moved to Monday, August 5, 2019.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 9:01 in memory of K-9 Cody who retired from the Montebello Police Department several years ago and passed away recently. K-9 Cody was handled by Corporal Julio Martinez. Corporal Martinez and family are thankful to everyone for the support from the community at this time.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of July 10, 2019, were approved as written on July 24, 2019.

IRMA BARAJAS, City Clerk

NOTES