

**CITY COUNCIL OF MONTEREY PARK
AND THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE
FORMER REDEVELOPMENT AGENCY
AGENDA**

**REGULAR MEETING
Monterey Park City Hall Council Chambers
320 W. Newmark Avenue, Monterey Park, CA 91754**

**WEDNESDAY
September 6, 2017
7:00 PM**

MISSION STATEMENT

**The mission of the City of Monterey Park is to provide excellent services
to enhance the quality of life for our entire community.**

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at www.montereypark.ca.gov.

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

This Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Fire Explorers**

ROLL CALL **Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS. While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION

1-A. LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA) PRESENTATION: 2016 HOMELESS COUNT RESULTS

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF SEPTEMBER 6, 2017

It is recommended that the City Council (acting on behalf of the Successor Agency):

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated September 6, 2017 totaling \$2,019.84 and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY (SA) MINUTES

It is recommended that the City Council (acting on behalf of the Successor Agency):

- (1) Approve the minutes from the regular meetings of July 5, 2017 and July 19, 2017 and the special meetings of July 5, 2017, July 17, 2017 and July 19, 2017; and
- (2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING – None.

[5.] OLD BUSINESS

5-A. APPEAL BY MAYOR TERESA REAL SEBASTIAN AND COUNCILMEMBER MITCHELL ING OF PLANNING COMMISSION RESOLUTION NO. 03-17, ADOPTED ON JUNE 27, 2017, APPROVING A MODIFICATION OF CONDITIONAL USE PERMIT (CUP-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ATLANTIC BOULEVARD (BEST WESTERN)

It is recommended that the City Council:

- (1) Adopt the draft resolution memorializing its final decision from August 16, 2017; and
- (2) Take such additional, related, action that may be desirable.

5-B. ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.06 REGULATING AIRCRAFT WITHIN THE CITY OF MONTEREY PARK; FOLLOW-UP

It is recommended that the City Council consider:

- (1) Receiving and filing this report;
- (2) Providing such additional direction that may be appropriate; and
- (3) Take such additional, related, action that may be desirable.

[6.] NEW BUSINESS

6-A. LETTER TO THE FEDERAL AVIATION ADMINISTRATION

It is recommended that the City Council consider:

- (1) Receiving and filing the draft letter to the FAA Administrator; OR
- (2) Make such changes as may be appropriate and authorize the Mayor to sign and send the draft letter to the FAA Administrator; and
- (3) Taking such additional, related, action that may be desirable.

6-B. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF SEPTEMBER 6, 2017

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated September 6, 2017 totaling \$3,238,823.98 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

6-C. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meetings of July 5, 2017 and July 19, 2017 and the special meetings of July 5, 2017, July 17, 2017, and July 19, 2017; and
- (2) Take such additional, related, action that may be desirable.

6-D. AWARD OF CONTRACT - NORTH ATLANTIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Comet Electric, in the amount of \$367,208.00 for the North Atlantic Boulevard Traffic Signal Synchronization Project;
- (2) Authorize the Interim Public Works Director to approve construction change orders and contingency up to \$55,081.00 or 15% of contract amount for this project;
- (3) Approve pre-funding the project using local Measure R Funds in the amount of \$422,289.00; and
- (4) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-E. WORKFORCE AND FLEET MANAGEMENT SYSTEM

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a one-year agreement, in a form approved by the City Attorney, with Smart Energy Systems LLC (SES), to implement the pilot workforce management system for a cost not to exceed \$38,000;
- (2) Approve the option to include the Fleet Management and Fleet Tracking Solution at a cost not to exceed \$22,000; and
- (3) Take such additional, related, action that may be desirable.

6-F. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK CONFIDENTIAL EMPLOYEE ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2017 TO JUNE 30, 2019

It is recommended that the City Council:

- (1) Adopt a Resolution approving implementation of a Memoranda of Understanding between the City of Monterey Park and the Monterey Park Confidential Employee Association;
- (2) Authorize the expenditure of \$56,034 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly; and
- (3) Take such additional, related, action that may be desirable.

6-G. AWARD OF CONTRACT – FIRE STATION NO. 61 PARKING LOT

It is recommended that the City Council:

- (1) Award a contract for Fire Station No. 61 Parking Lot Reconstruction to P & P Develop Inc. in the amount of \$288,870
- (2) Authorize the Fire Chief and Public Works Director to approve construction change orders up to \$28,887 or 10% of construction contract amount for this project;
- (3) Authorize the City Manager, or designee, to execute the contract on behalf of the City in a form approved by the City Attorney; and
- (4) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-H. AWARD OF CONTRACT TO FIESTA TAXI TO PROVIDE SUPPLEMENTAL 'DIAL A RIDE' TRANSPORTATION SERVICES

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a contract, in a form approved by the City Attorney to Fiesta Taxi to provide supplemental Dial A Ride transportation services to resident senior citizens and disabled individuals. Service to participants would be available 24 hours a day, seven days a week; with the participant paying one dollar a trip and the City paying the balance. Funding for this program would come from Proposition A funds (Aid to Private Agencies account 0109-801-6511-41200) and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Taking the recommended action would not result in a potential for resulting in a direct or reasonably indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378). Even if the award of contract were to qualify as a project, it would be categorically exempt as a Class 1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see Cal. Code Regs. tit. 14, §§ 15301, 15305).

[7.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

City Council Staff Report

September 6, 2017

Agenda Item No. 1A - Presentation

Los Angeles Homeless Services Authority (LAHSA): 2016
Homeless Count Results



2017 Greater Los Angeles Homeless Count Results

Service Planning Area 3
Los Angeles County and
Continuum of Care

Thank You

The Los Angeles Homeless Services Authority would like to thank the following partners for their invaluable help during the 2017 Greater Los Angeles Homeless Count:

- City of Los Angeles
- Los Angeles County
- Los Angeles Police Department
- Los Angeles County Sheriff's Department
- Neighborhood Councils
- Homeless Coalitions
- Cities
- Communities of Los Angeles County
- 8,000 Volunteers

University of
Southern California –
Consultant for
statistical analysis
and Demographic
Survey

Why We Count

The Greater Los Angeles Homeless Count

- Gives a snapshot (or Point-In-Time Count) of homelessness in LA
- Answers key questions about homelessness in LA
 - How many people?
 - What are the demographics?
 - What is the distribution across the County?
 - Where are people experiencing homelessness staying?

The Point-In-Time Count is mandated by the U.S. Department of Housing and Urban Development.

When We Count

- Annually
- Last 10 days of January
- Street Count, January 24—January 26, 2017 by Service Planning Area (SPA)
 - SPAs 2, 3, 7 January 24
 - SPAs 5, 8 January 25
 - SPAs 1, 4, 6 January 26
- Youth Count Blitz Days, January 27—January 31, 2017
 - SPAs 1, 2, 4 January 27
 - SPA 7 January 30
 - SPAs 3, 5, 6, 8 January 31

Who We Count

Persons who meet HUD's definition of literal homelessness

Unsheltered

“An individual/family whose primary nighttime residence is public/private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.”

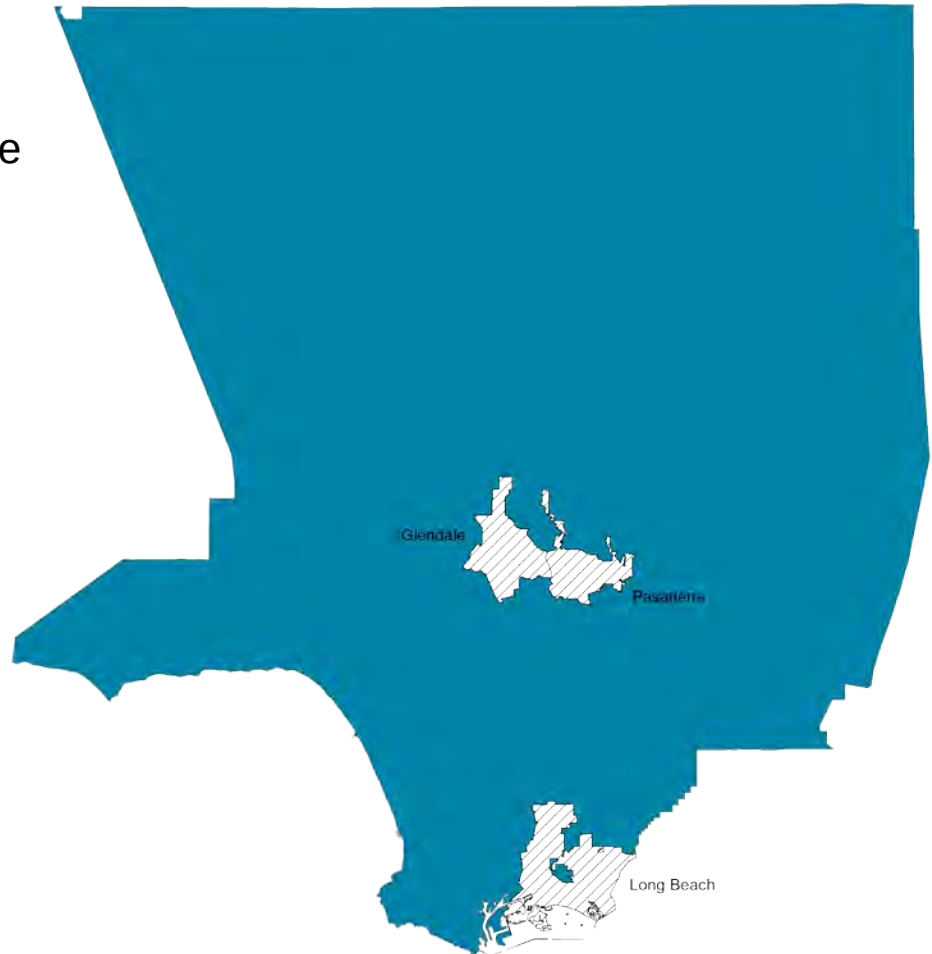
Sheltered

“An individual/family living in a supervised publicly or privately operated shelter designed to provide temporary living arrangement.”

Emergency Shelters
Transitional Housing
Safe Havens
Emergency Hotel/Motel Voucher

Where We Count

- Los Angeles Continuum of Care (CoC)
 - 100% Census Tract Coverage (Street Count)
- Street Locations
 - Metro Lines
 - County Parks
 - Riverbeds
- Shelter Types
 - Emergency Shelters
 - Transitional Housing
 - Safe Havens
- LA CoC excludes Pasadena, Glendale, Long Beach



How We Count



Total Homeless Population



Single Adult



Adult
Families



Transition Age
Youth
(18 to 24)



Young
Families



Unaccompanied
Minors

Unsheltered

Street Count

Demographic
Survey

Youth Count / Demographic Survey

Sheltered

Shelter Count

Shelter Intake Survey

2017 Enhancements

Demographic Survey

- Response card for sensitive questions
- Conducted surveys at family resource centers

Street Count

- Improved volunteer training video
- Expanded collaboration with LA Metro and County Park Rangers

Youth Count

- Improved strategy to capture youth hotspots
- Decreased survey length

Shelter Count

- Pre- and Post- Count review by providers and regional experts

Findings by Geographic Area

Los Angeles County
Service Planning Area
SPA 3

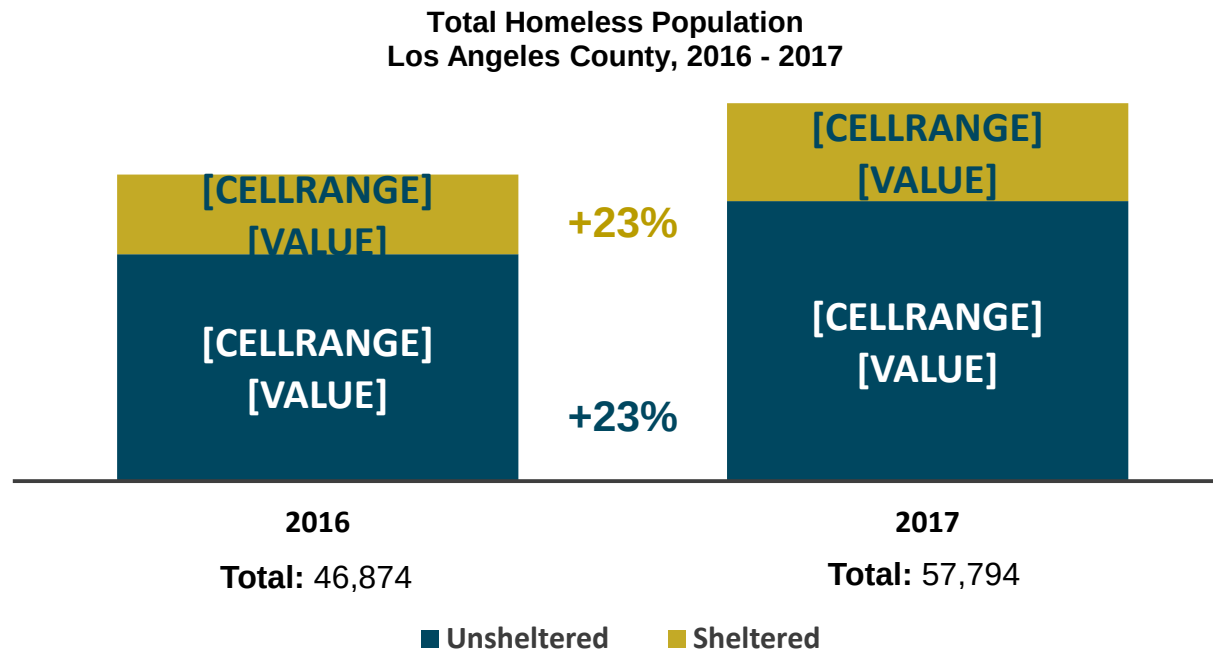
2017 Los Angeles County Results

57,794 People experiencing homelessness on a given night

23% Increase from 2016 total of 46,874

Geography:
LA County

Population:
Total
(Sheltered and
Unsheltered)



Los Angeles County also includes Glendale, Long Beach, and Pasadena CoCs

Los Angeles County Service Planning Areas (SPAs)



Los Angeles County also includes Glendale, Long Beach, and Pasadena CoCs

2017 Los Angeles County Findings by SPAs

Geography:
LA County

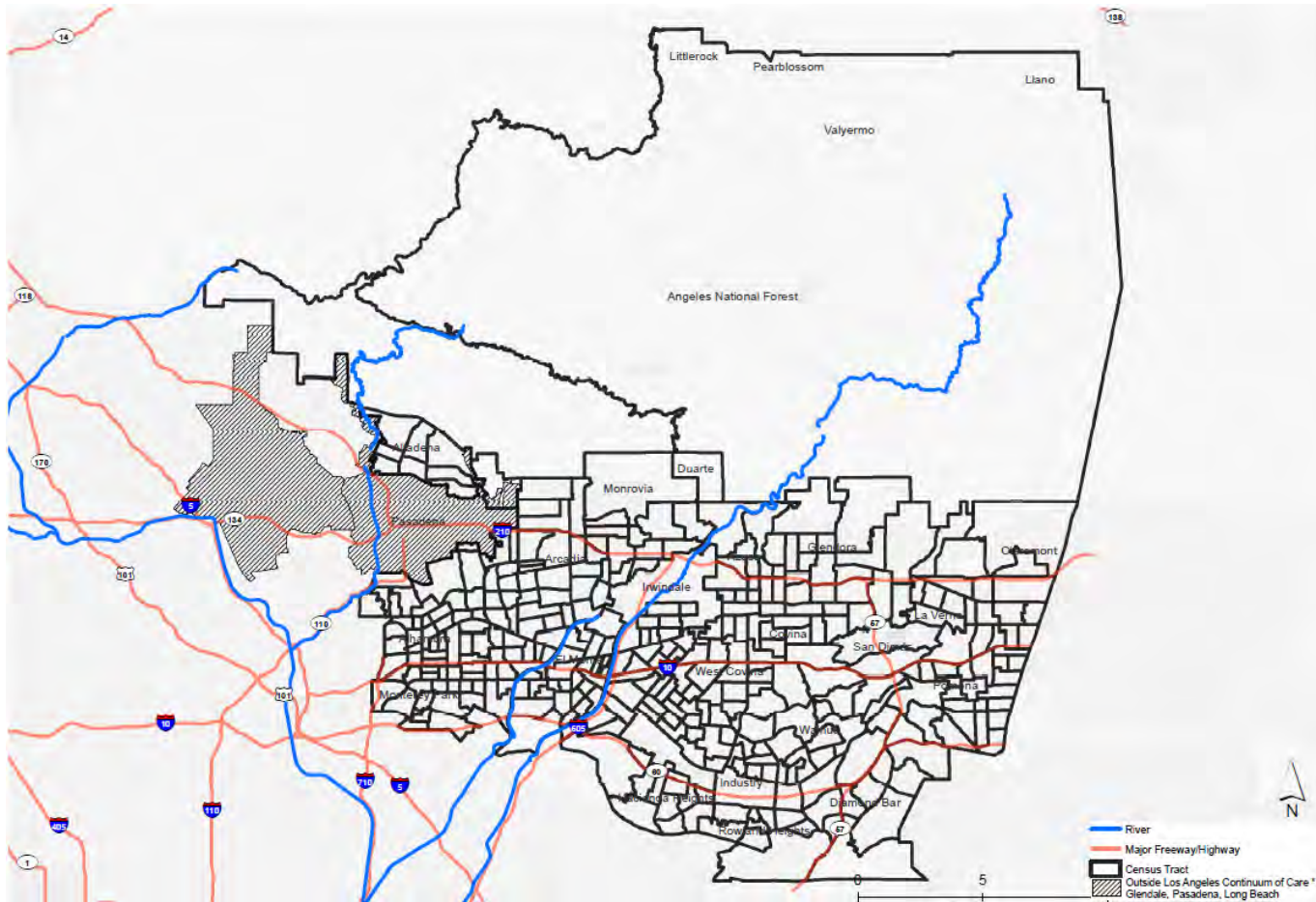
Population:
Total
(Sheltered and
Unsheltered)

Service Planning Area	2016 Total	2017 Total	% Change
1- Antelope Valley	3,038	4,559	+50%
2- San Fernando Valley	7,334	7,627	+4%
3- San Gabriel Valley	3,142	4,127	+31%
4- Metro LA	11,860	15,393	+30%
5- West LA	4,659	5,511	+18%
6- South LA	7,459	9,243	+24%
7- East LA County	3,469	5,189	+50%
8- South Bay	5,913	6,145	+4%
Totals	46,874	57,794	+23%

Los Angeles County also includes Glendale, Long Beach, and Pasadena CoCs

SPA 3

San Gabriel Valley



LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

2017 SPA 3 Results

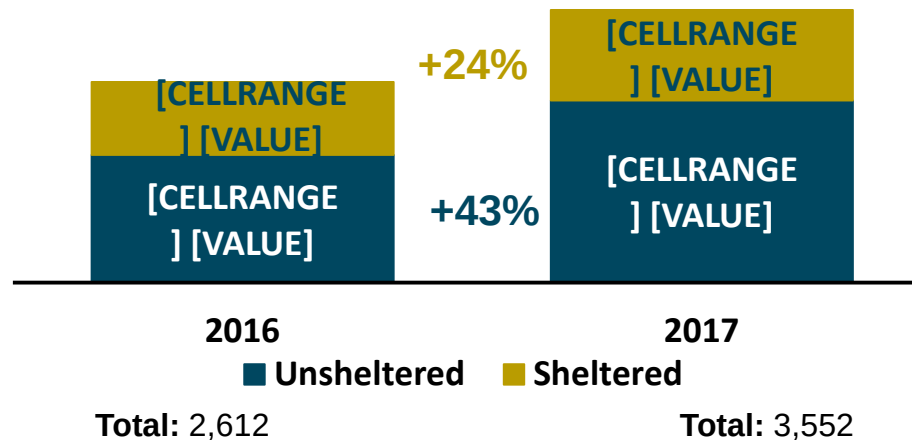
3,552 People experiencing homelessness on a given night

36% Increase from 2016 total of 2,612

Geography:
SPA 3

Population:
Total
(Sheltered and
Unsheltered)

Total Homeless Population
Service Planning Area 3, 2016 - 2017



LA CoC excludes Pasadena CoC

Vehicles and Encampments

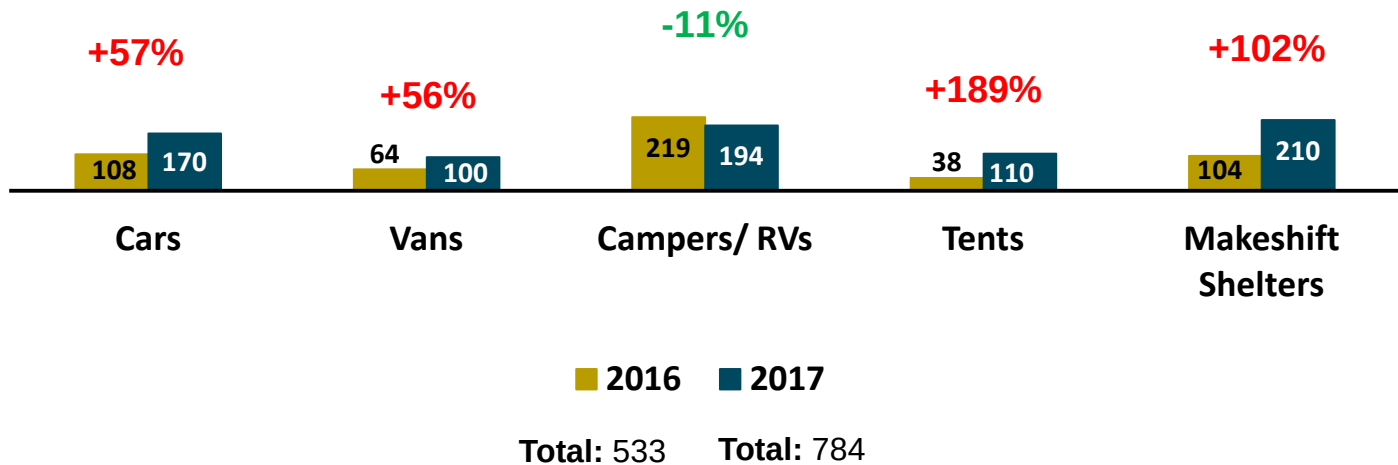
Geography:
SPA 3

Population:
Vehicles and
Encampments

784 Vehicles and encampments

47% Increase from 2016 total of 533

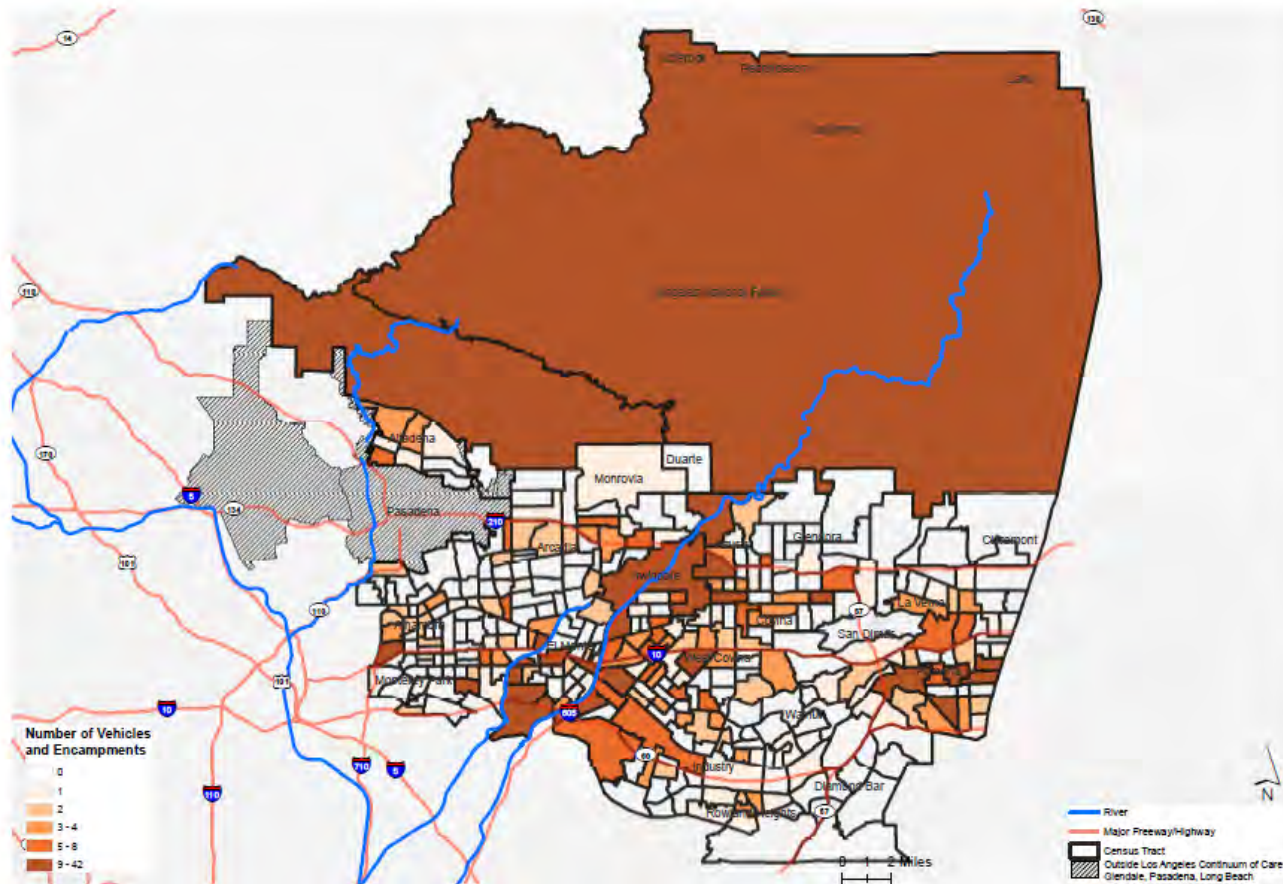
Total Number of Vehicles and Encampments by Dwelling Type
Service Planning Area 3, 2016 - 2017



LA CoC excludes Pasadena CoC

Vehicles and Encampments

Number of Vehicles and Encampments 2017 Greater Los Angeles Homeless Count Los Angeles Continuum of Care for SPA 3



Note: Vehicles and encampments include makeshift shelters, tents, cars, vans, RVs, and campers.

Homeless Count Data from LAHSA (2017) Service Planning Area shapefile from LA County E-GIS Portal (2016)

Demographic Characteristics Service Planning Area 3

Age

Race/Ethnicity

Gender

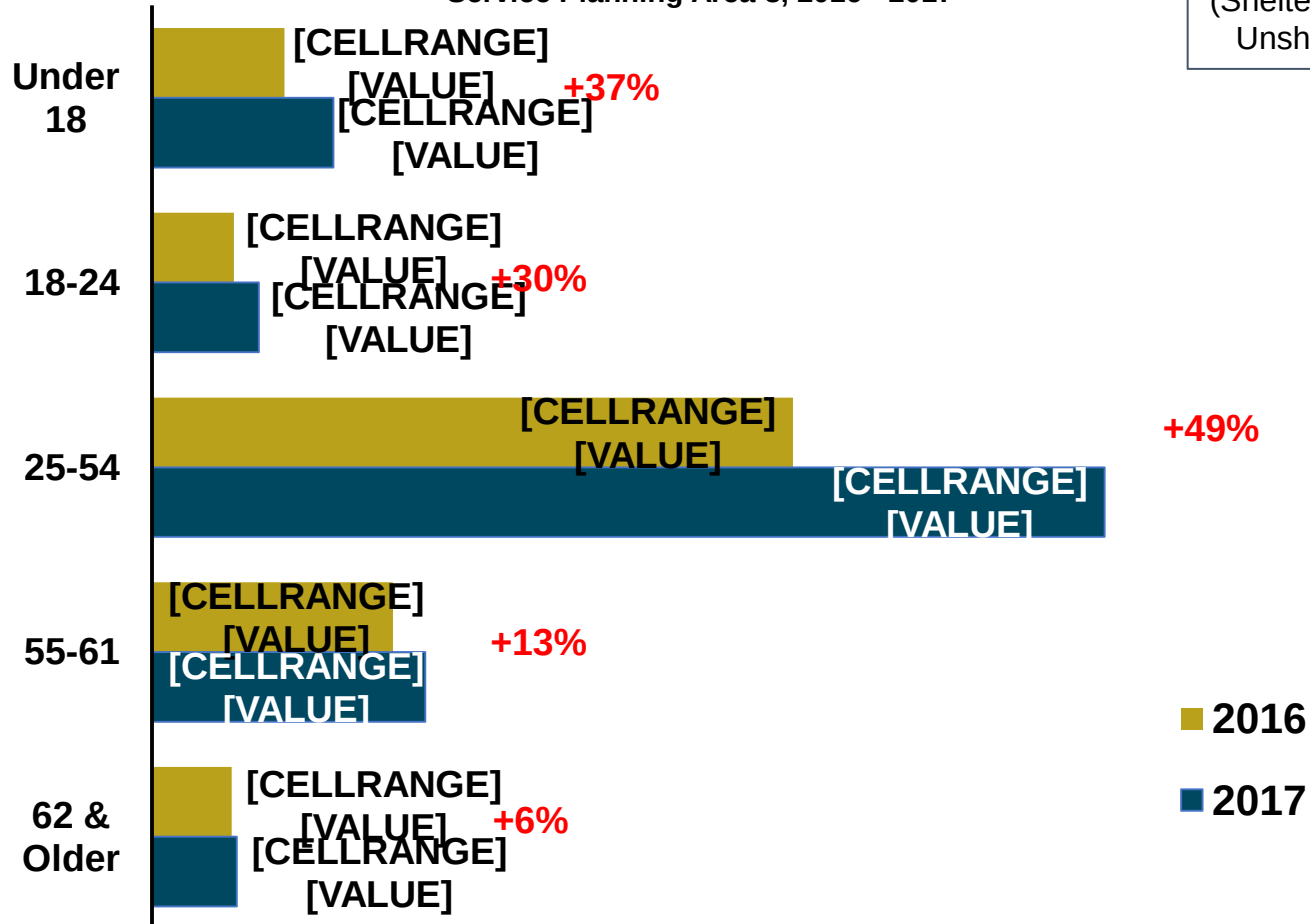
Health Conditions

Age

Geography:
SPA 3

Population:
Total
(Sheltered and
Unsheltered)

Total Homeless Population by Age
Service Planning Area 3, 2016 - 2017



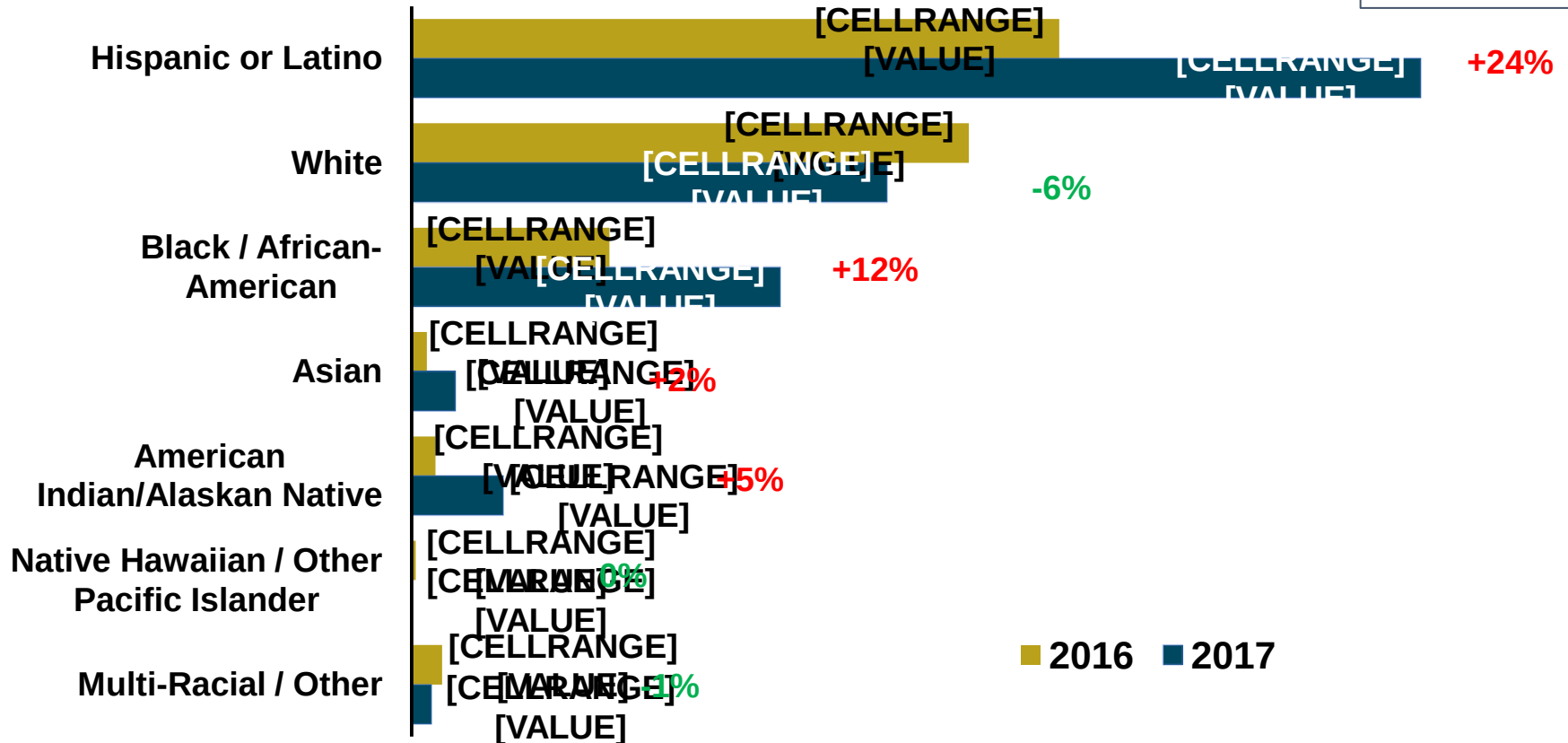
LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Race and Ethnicity

Geography:
SPA 3

Population:
Total
(Sheltered and
Unsheltered)

Total Homeless Population by Race and Ethnicity
Service Planning Area 3, 2016 - 2017



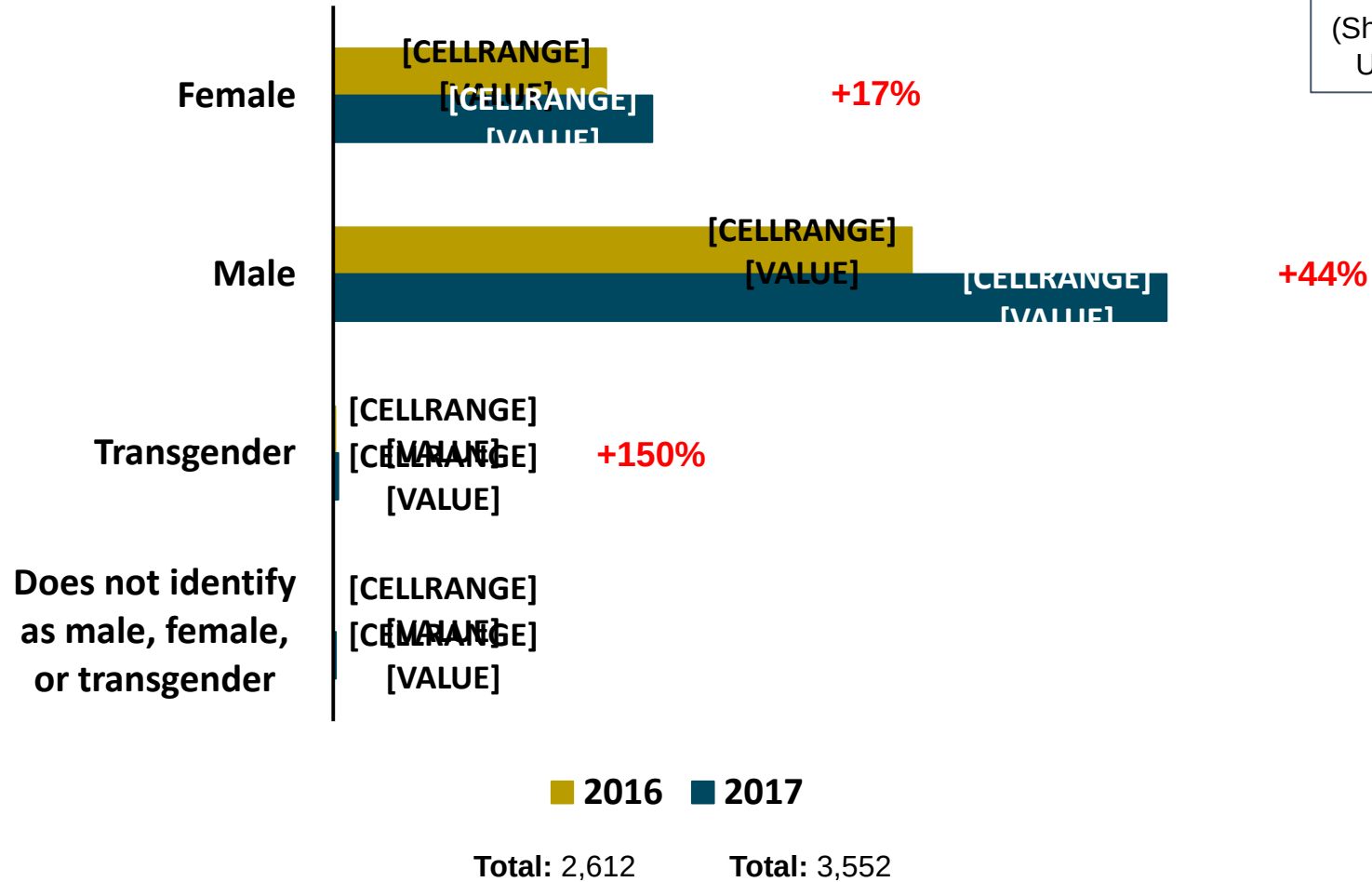
LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Gender

Total Homeless Population by Gender
Service Planning Area 3, 2016 - 2017

Geography:
SPA 3

Population:
Total
(Sheltered and
Unsheltered)



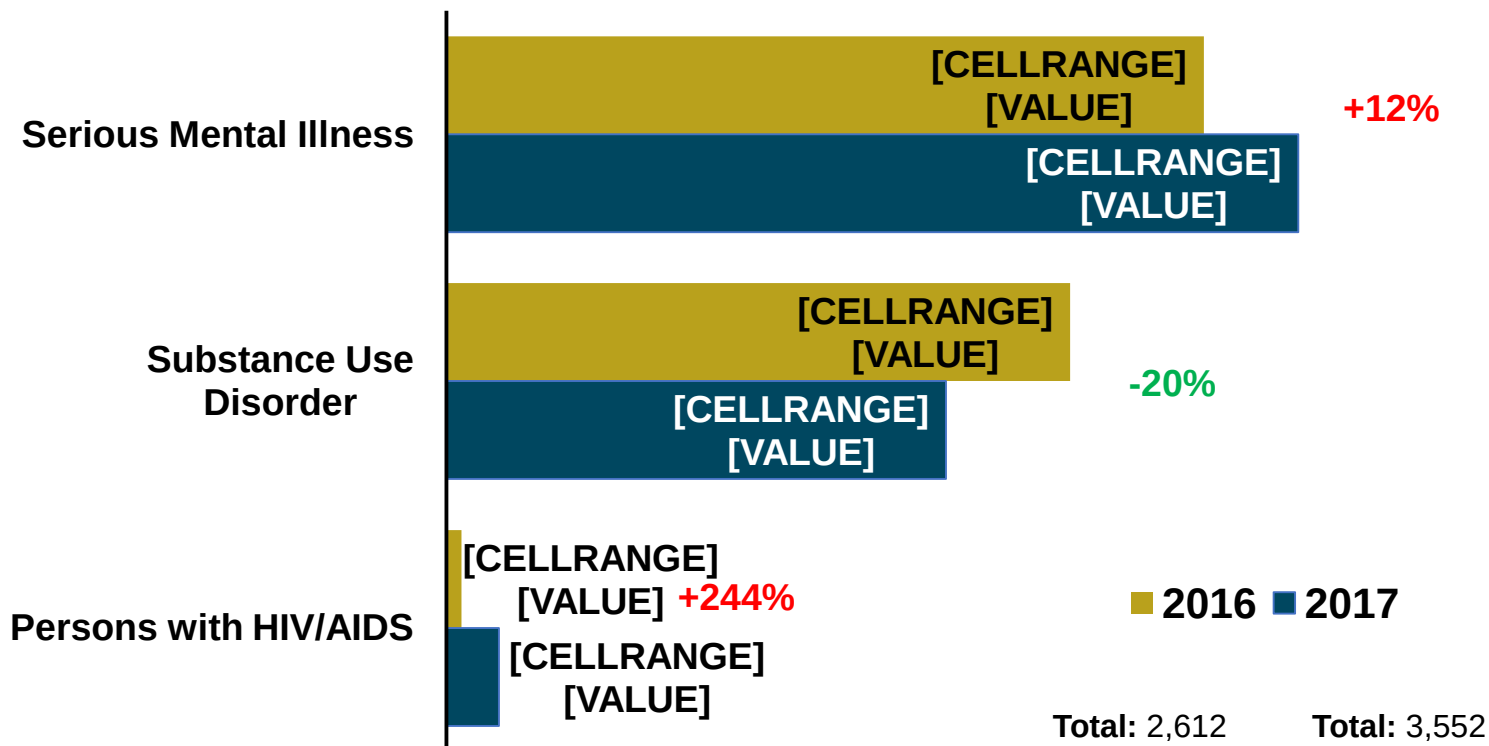
"Does not identify as male, female, or transgender" category was introduced to the Demographic Survey for the first time in 2017
LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Health Conditions

Geography:
SPA 3

Population:
Total (Sheltered and
Unsheltered) 18+

Health Conditions, 18+
Service Planning Area 3, 2016 - 2017



Question asked using response card

Totals for each condition include persons 18 years and older only

LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Findings by Subpopulation Service Planning Area 3

Chronic Homelessness

Veterans

Families

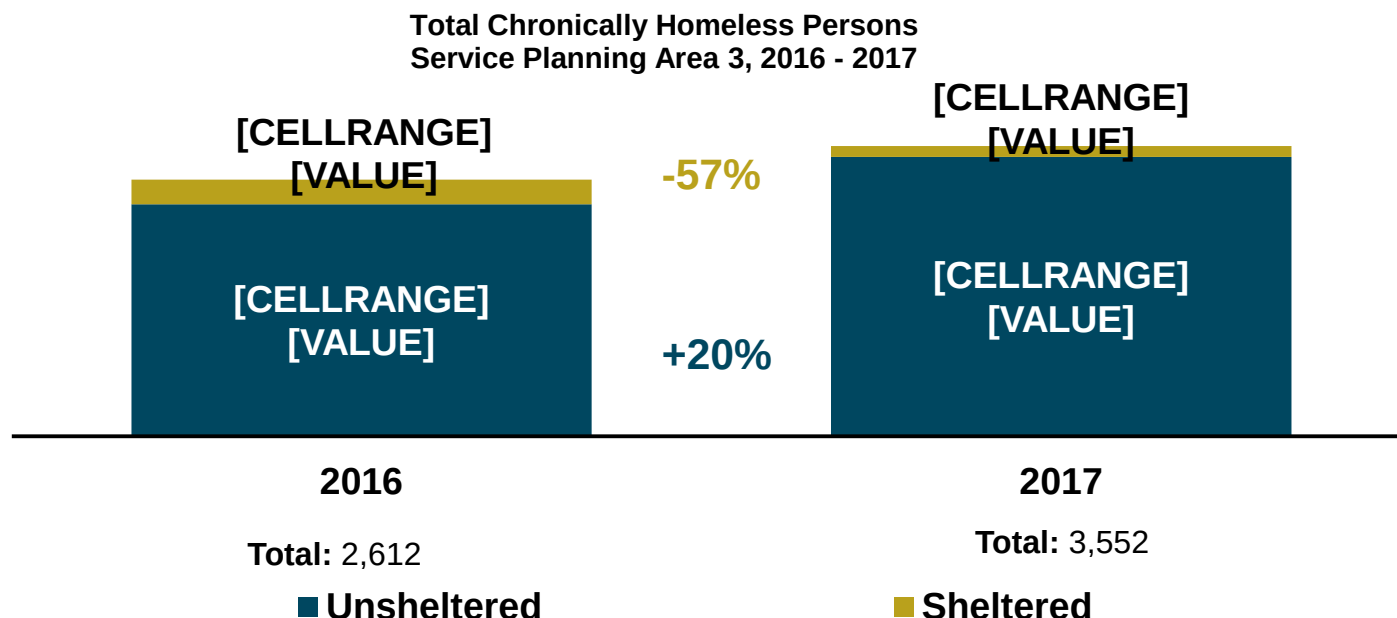
Youth

Chronic Homelessness

Geography:
SPA 3
Population:
Chronically
Homeless

1,057 Chronically homeless persons experience homelessness on a given night

13% Increase from 2016 total of 935



Sheltered Chronically Homeless Persons excludes Transitional Housing
Los Angeles County includes Glendale, Pasadena, and Long Beach CoCs

Veterans

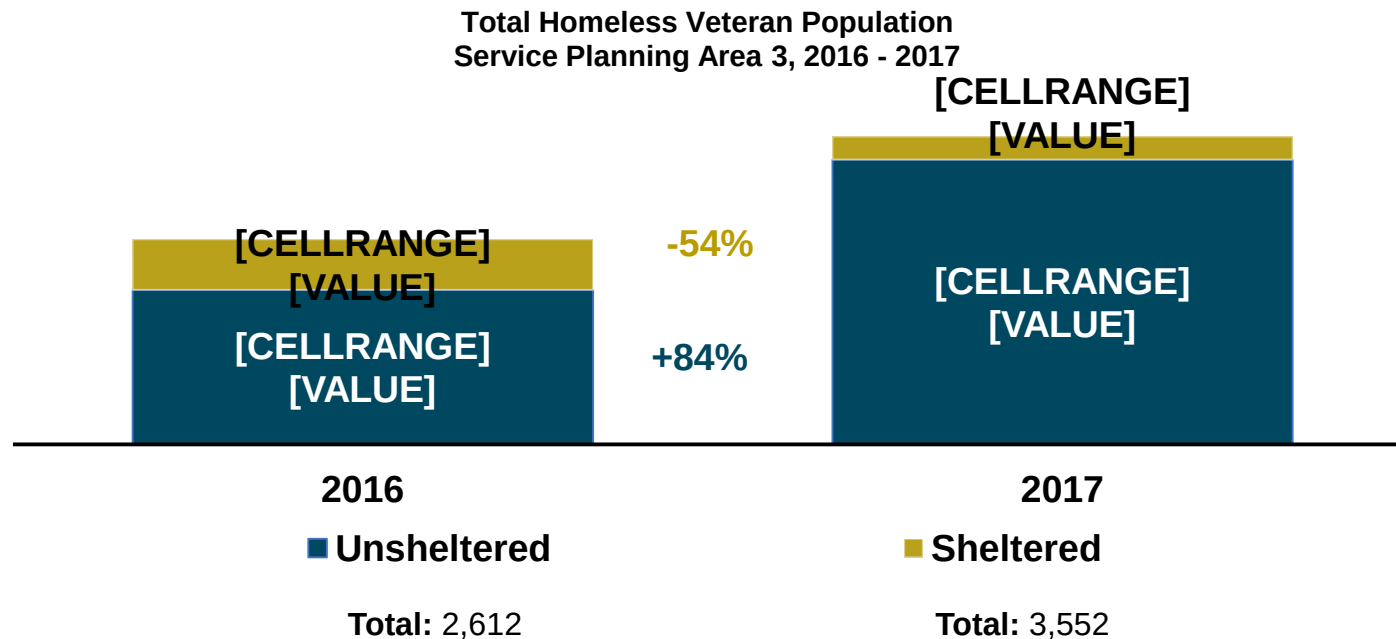
Geography:
SPA 3

Population:
Veterans

213 Veterans experience homelessness on a given night in SPA 3

50% Increase from 2016 total of 142

11% Decrease from 2015 total of 239



Los Angeles County includes Glendale, Pasadena, and Long Beach CoCs

People in families

27% Decrease in unsheltered people in families

Youth

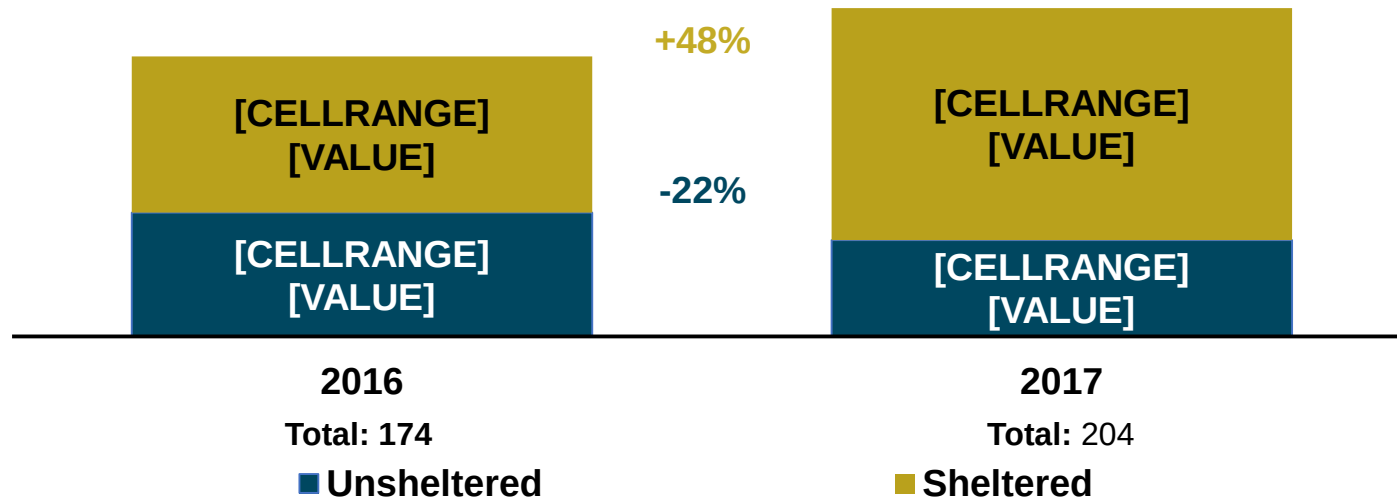
204 Youth experiencing homelessness on a given night

17% Increase from 2016 total of 174

Geography:
SPA 3

Population:
Total Youth
(Sheltered and
Unsheltered)

Total Homeless Youth Population
Service Planning Area 3, 2016 - 2017



2017 Greater Los Angeles Homeless Count made an improvement in execution of the Youth Count from 2016.

Youth Includes Transition Age Youth (18-24), Unaccompanied Minors (Under 18) and Young Families (where no person is above the age of 24)

Los Angeles County includes Glendale, Pasadena, and Long Beach CoCs

Notable Characteristics

Length of Time in LA
County

Place of Residence Before
Becoming Homeless

First Time Homelessness

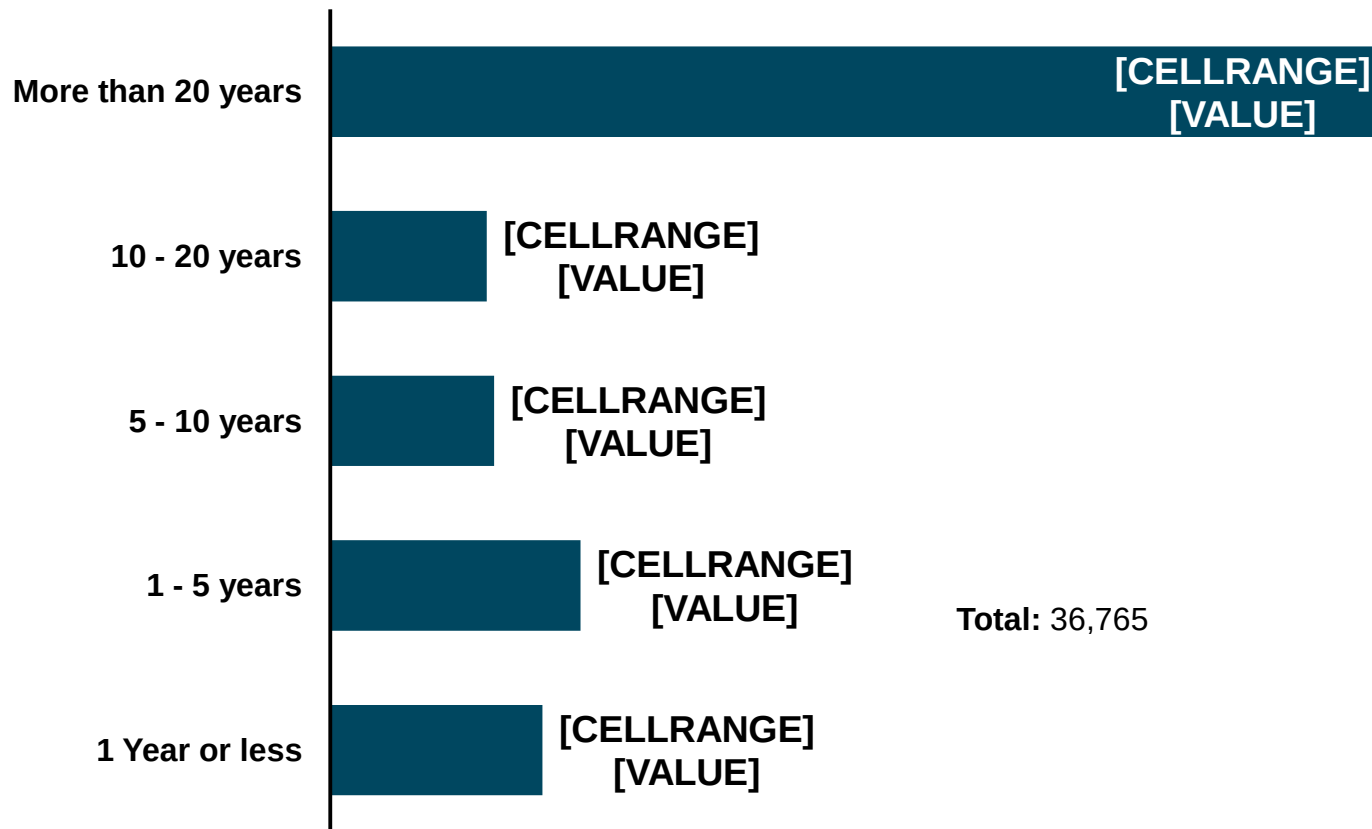
Length of Time in LA County

Length of Time Spent in LA County by year similar in 2016

Geography:
LA CoC

Population:
Unsheltered Adults 25+
and Children in Adult
Families

Length of Time Spent in LA County, Unsheltered Adults 25+ & Children in Adult Families
Los Angeles Continuum of Care, 2017



Total: 36,765

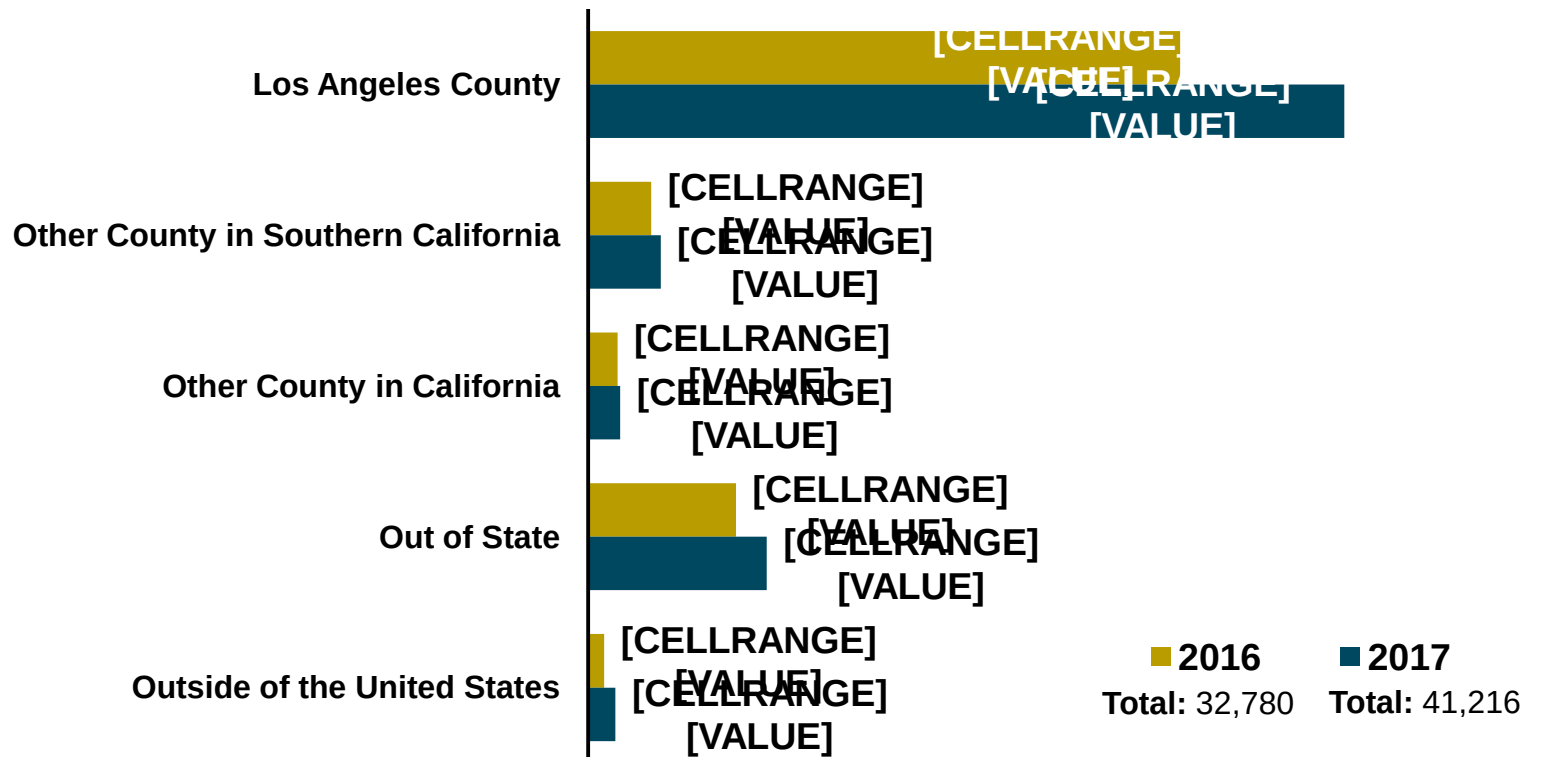
LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Place of Residence Before Becoming Homeless

Geography:
LA CoC

Population:
Unsheltered

Place of Residence Before Becoming Homeless, Unsheltered Persons
Los Angeles Continuum of Care, 2016 - 2017



LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

First Time Experiencing Homelessness

8,044 people experiencing homelessness
for the first time, became homeless *in the past year*

Geography:
LA CoC

Population:
Unsheltered Adults 25+
and Children in Adult
Families

First Time Experiencing Homelessness,
Unsheltered Adults 25+ & Children in Adult Families
Los Angeles Continuum of Care 2016 - 2017



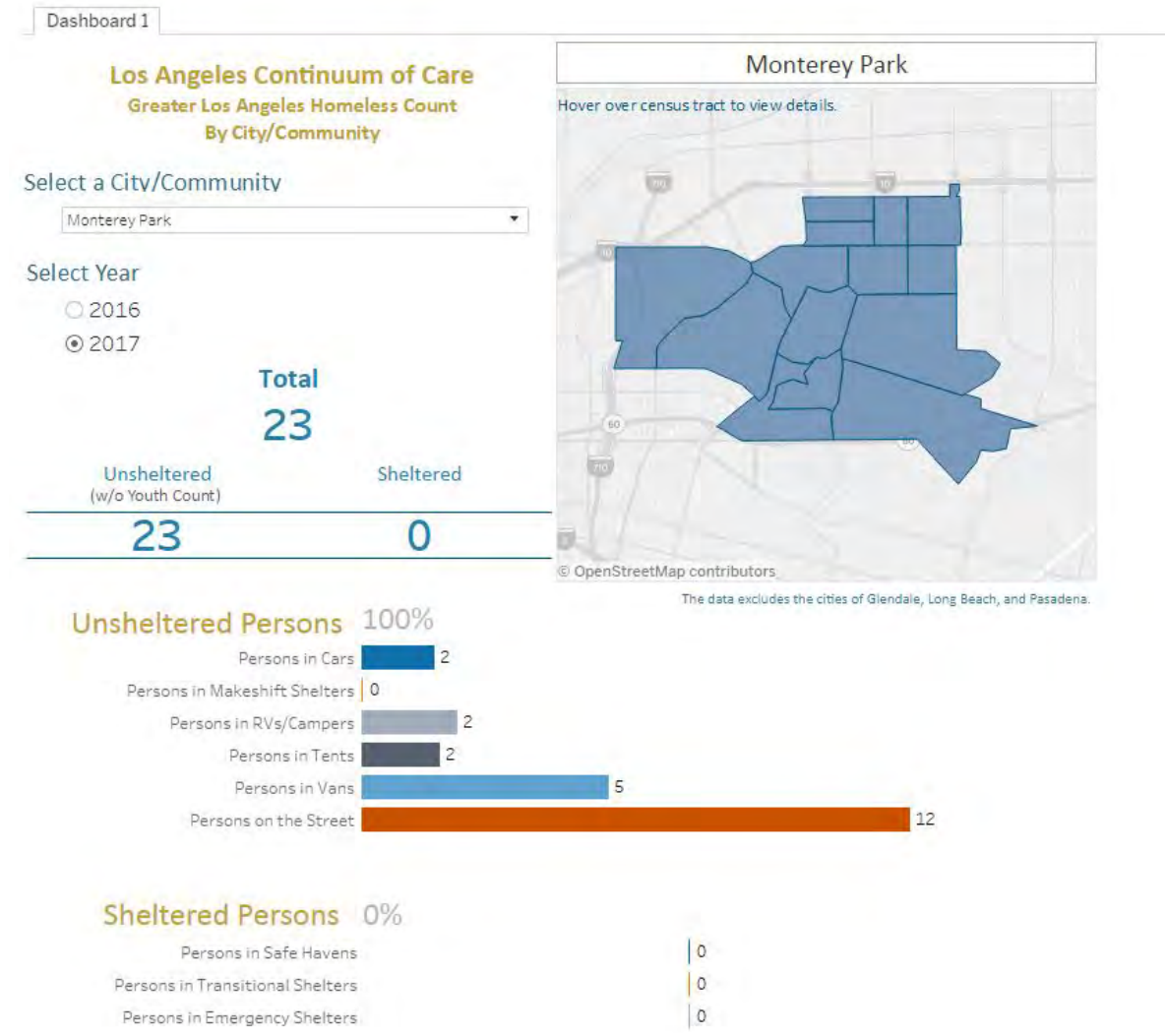
First Time Experiencing Homelessness includes people experiencing homelessness for any duration
LA CoC excludes Glendale, Pasadena, and Long Beach CoCs

Monterey Park Numbers

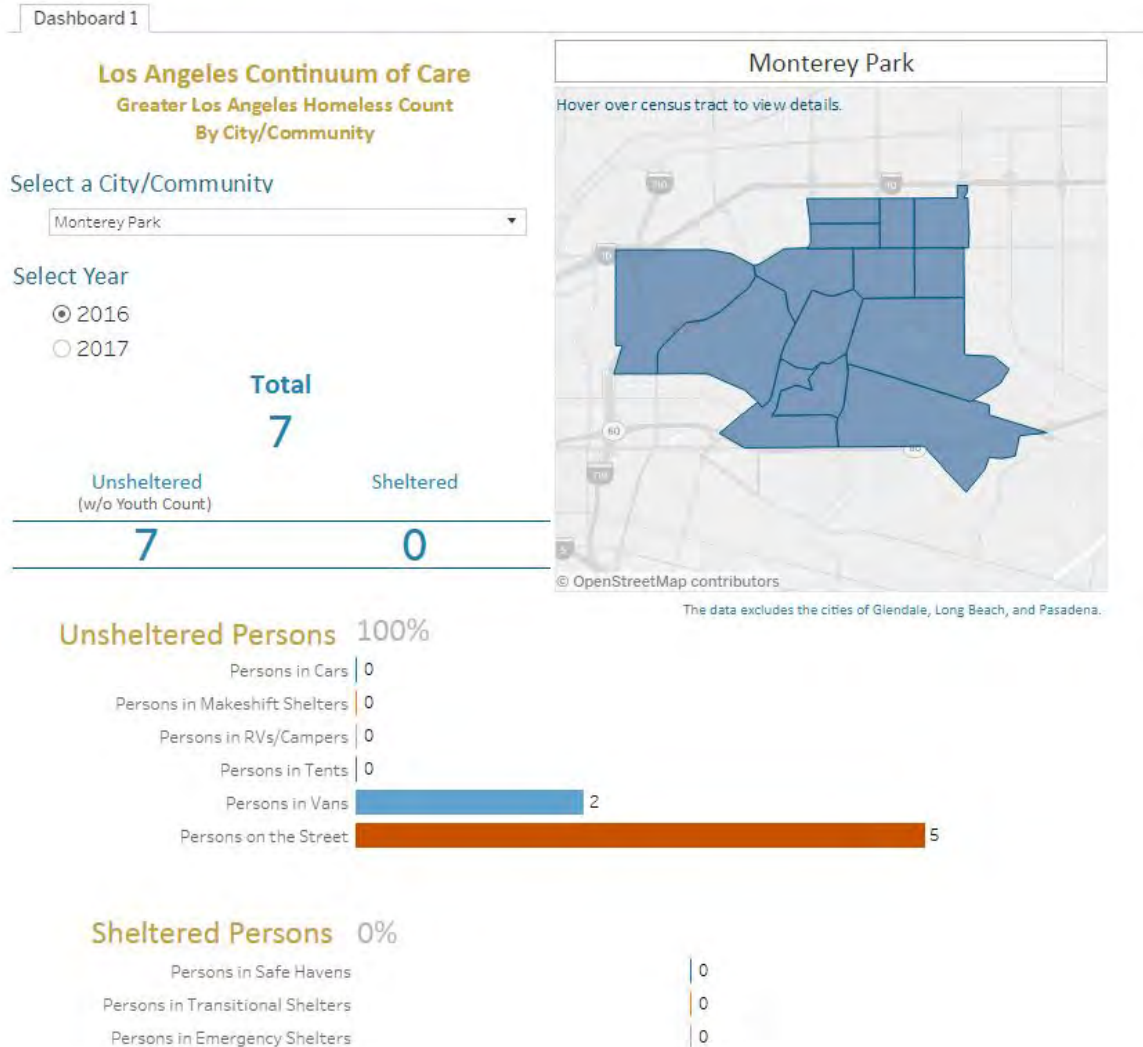
2017 Numbers

2016 Numbers

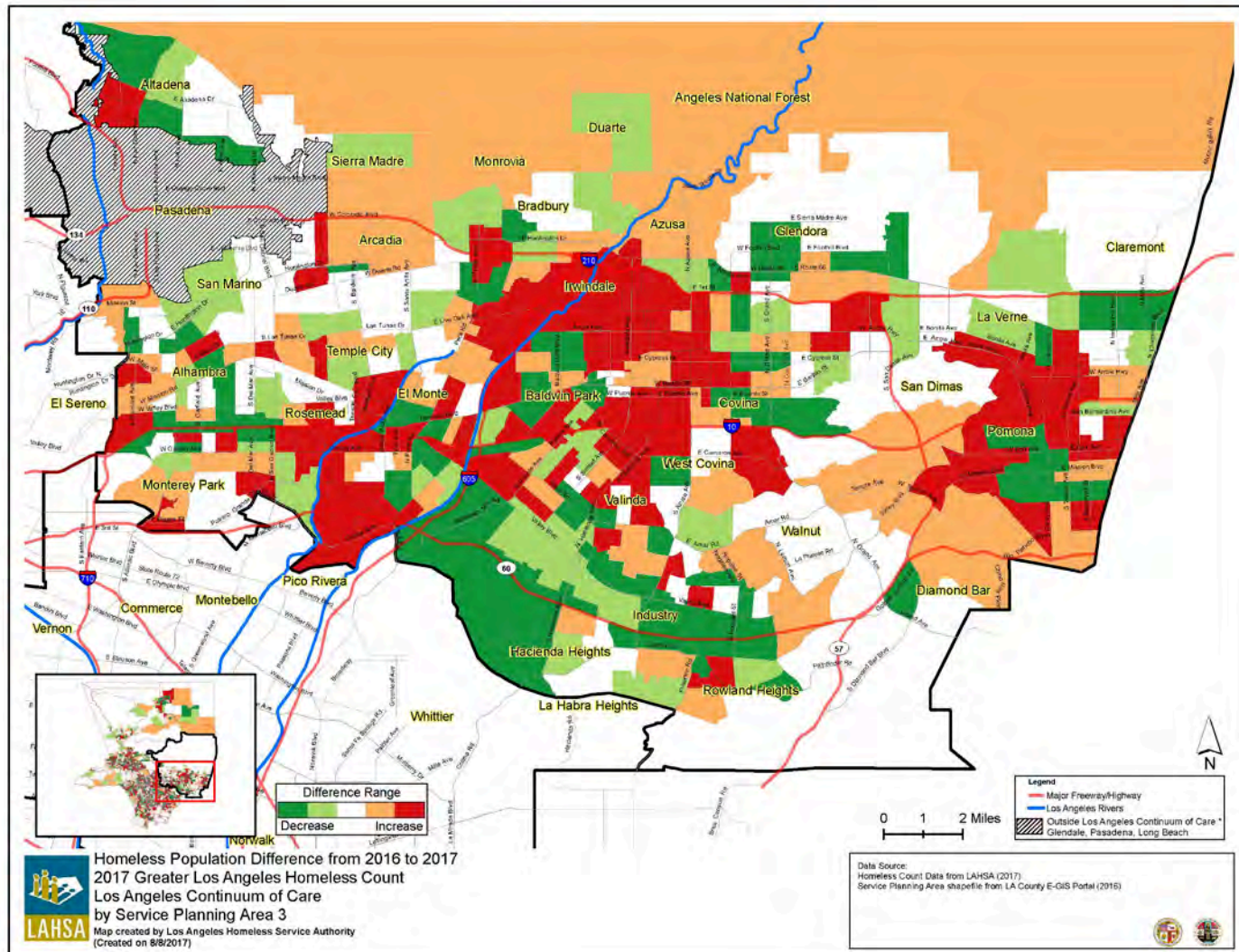
Monterey Park 2017 Homeless Count



Monterey Park 2017 Homeless Count



Comparison Heat Map



Socioeconomic Factors

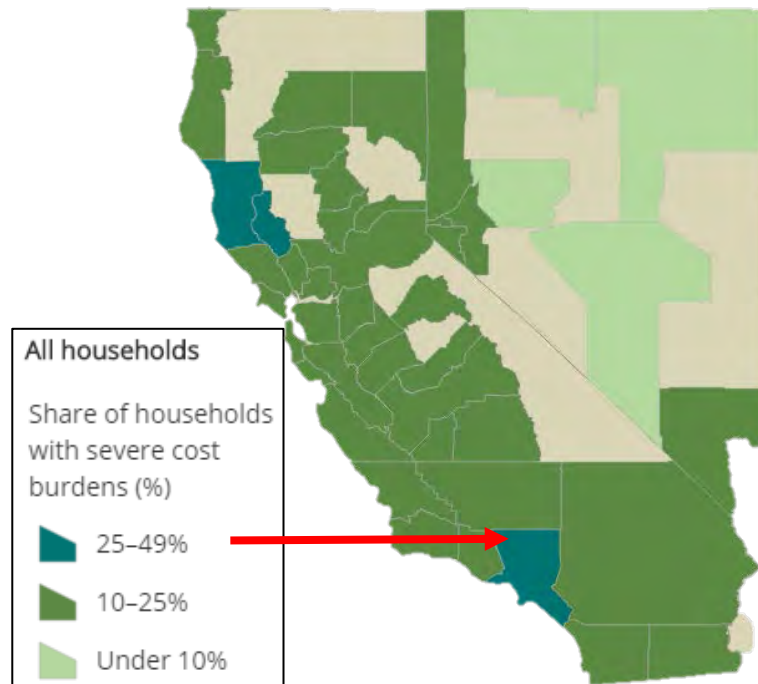
Housing Affordability

Housing Availability

Poverty

LA Metro is the Most Cost-Burdened MSA in the United States

25% of residents are severely housing cost-burdened



- Over 2 million households are cost-burdened
- 23% of residents are moderately housing cost-burdened

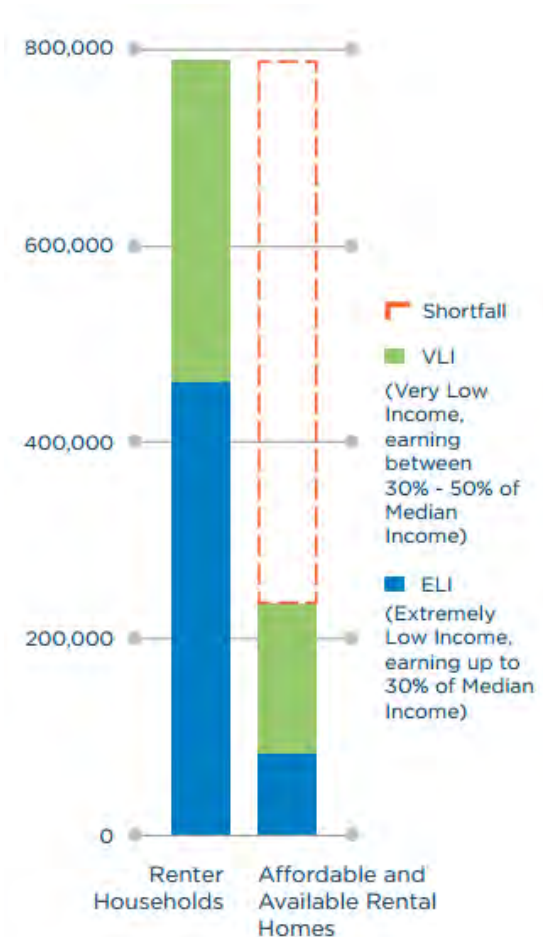
Moderate Cost-Burden: Housing costs exceeding 30% of income

Severe Cost-Burden: Housing costs exceeding 50% of income

Joint Center for Housing Studies, The State of the Nation's Housing 2016

LA County Faces a Shortage of Affordable Housing

Los Angeles County needs 551,807 more affordable rental homes for very and extremely low income households



California Housing Partnership Corporation (2017), Los Angeles County Housing Need 2017

URL: <http://1p08d91kd0c03rlxhmhtydpr.wpengine.netdna-cdn.com/wp-content/uploads/2017/05/Los-Angeles-County-2017.pdf>

Additional Resources will Make a Difference

Measure H and
Proposition HHH

Save the Date!

Measure H and Proposition HHH

Measure H

Sales tax generating \$355 million annually for services and programs to prevent and combat homelessness:

- Rapid Re-housing
- Permanent Supportive Housing
- Enhancing Emergency Shelter System
- Homelessness Prevention for Families, Individuals, and Youth

Proposition HHH

\$1.2 billion bond measure estimated to build 10,000 units of permanent supportive housing

Homelessness in SPA 3

Thursday September 21st

7:00 pm – 8:30 pm

West Covina Library

1601 West Covina Pkwy West Covina 91790

Daniella Alcedo

Regional Coordinator 3

dalcedo@lahsa.org

213-225-8462

ABOUT
LAHSA

HELP FOR THE
HOMELESS

TOOLS FOR
PROVIDERS

GREATER LOS ANGELES
HOMELESS COUNT

Request for Statement of Qualifications (RFSQ)

Learn how to pre-qualify for LAHSA funding

More Info



Newsfeed

 **New Coordinated Entry System Policies Available For Public Comment**
4 DAYS AGO

 **Background On The CES Policy Development Process**
4 DAYS AGO

 **HMIS Online Course Maintenance Schedule**
6 DAYS AGO

 **FY2017 CoC Program NOFA**

Upcoming Events

AUG 17 **Programs & Evaluation Committee Meeting**
Next month

AUG 17 **Policy & Planning Committee Meeting**
Next month

AUG 18 **Finance, Contracts, & Grants Management Committee Meeting**

The Greater Los Angeles Homeless Count

Announcements

Tweets

LAHSA Posts 2017 Homeless Count Data
2 MONTHS AGO



Sign Up for Updates

ANNOUNCEMENTS

COUNT RESULTS

YOUTH

HOUSING INVENTORY

MAPS

Find Help

Singles
Families
Youth

Providers

HMIS
Apply for Funding
Contracts

About

Job Opportunities
Commission Meetings
Newsroom

Support

Privacy Policy
Contact Us
Support

ABOUT
LAHSA

HELP FOR THE
HOMELESS

TOOLS FOR
PROVIDERS

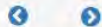
GREATER LOS ANGELES
HOMELESS COUNT

The Greater Los Angeles Homeless Count

Announcements

Tweets

LAHSA Posts 2017 Homeless Count Data
2 MONTHS AGO



Sign Up for Updates

ANNOUNCEMENTS

SEARCH

- Service Planning Areas
- Supervisory Districts
- Council Districts
- Opt-In Communities
- Demographics
- Data & Reports

Find Help

Singles
Families
Youth

Providers

HMIS
Apply for Funding
Contracts

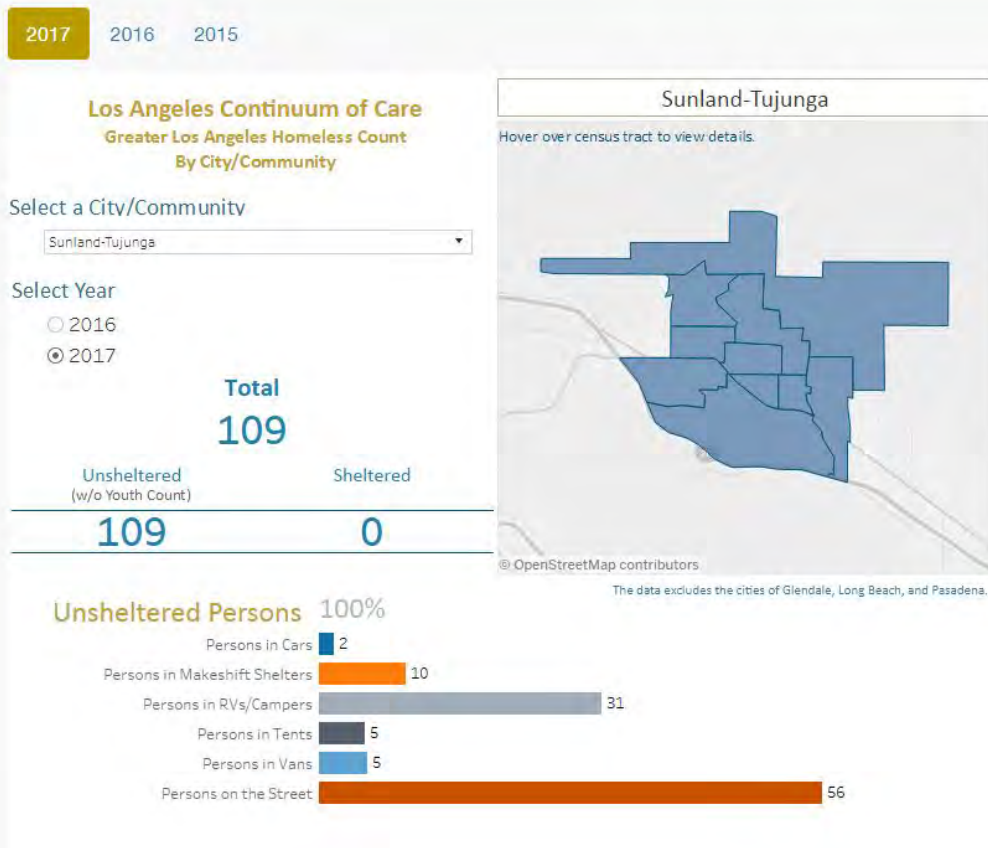
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City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: (SA) New Business
Agenda Item 2-A.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Interim Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
September 6, 2017

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 6, 2017 totaling \$2,019.84** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **347-348**.

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

FISCAL IMPACT:

Disbursements from all funds total **\$2,019.84.**

Respectfully submitted:



Annie Yaung, CPFO
Interim Director of Management Services

Approved By:



Ron Bow
City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
6TH DAY OF SEPTEMBER 2017
TOTALING \$2,019.84 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	\$	1,019.84
Merged Project Projects		1,000.00
Total	\$	<u>2,019.84</u>

PASSED, APPROVED AND ADOPTED THE 6TH DAY OF SEPTEMBER 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

Resolution No. SA-
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 6th of September 2017 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

5

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	19.84	INTERNET/PHONE SERVICE		347	19.84
TOTAL FOR PREPAID WARRANTS						19.84
	PRINTED	19.84				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

6

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
U S BANK	0860-801-1203-31950	1,000.00	ATLANTIC/GARVEY TRUSTEE FEE		348	
	0870-801-1203-31950	1,000.00	MERGED BONDS TRUSTEE FEE		348	
						2,000.00
	TOTAL FOR REGULAR WARRANTS					2,000.00
	PRINTED	2,000.00				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

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TOTAL FOR PREPAID WARRANTS	19.84
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	2,000.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	2,019.84
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	1
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017
FUND SUMMARY

8

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	19.84	1,000.00	1,019.84
0870	MERGED CAPITAL PROJECTS	0.00	1,000.00	1,000.00
	TOTAL	19.84	2,000.00	2,019.84



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: (SA) New Business
Agenda Item 2-B.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

It is recommended that the City Council (acting on behalf of the Successor Agency)

- (1) Approve the minutes from the regular meeting of July 5, 2017 and July 19, 2017 and the special meetings of July 5, 2017, July 17, 2017, and July 19, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

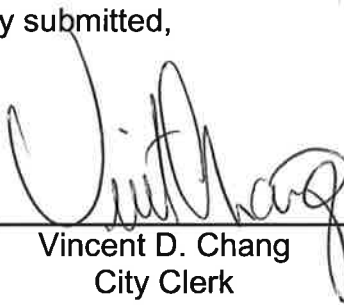
BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:



Helena Cho
Secretary

Approved By:



Ron Bow
City Manager

Attachments: July 5, 2017 regular meeting minutes
July 19, 2017 regular meeting minutes
July 5, 2017 special meeting minutes
July 17, 2017 special meeting minutes
July 19, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 5, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 5, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:04 p.m.

ROLL CALL:

Interim City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Also Present: Interim City Manager Ron Bow, Assistant City Attorney
Karl Berger, Director of Human Resources and Risk
Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:04 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human
Resources and Risk Management Director

Employee Bargaining Units: Service Employees' International
Organizations: Union, Local 721; Monterey Park Mid-Management
Association, and Monterey Park Confidential Employee
Association.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance
the quality of life for our entire community

**2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -GOVERNMENT
CODE SECTION 54956.9 (d) - Number of Cases: One**

Ying Chen, et al. v. City of Monterey Park, et al.

LASC Case Number: BC556199 (filed August 24, 2014)

**3. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: One**

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:57 p.m.

Action Taken: Agenda Item No. 2 was not heard. No reportable action taken during
Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 5, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 5, 2017 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:08 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Management Services Annie Yaung, Interim Director of Recreation & Community Services Robert Aguirre, Principal Management Analyst Bonnie Tam, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow requested Item No. 6D to be continued to a future council meeting date.

ORAL AND WRITTEN COMMUNICATIONS

- Police Captain Gordon announced that the police department is participating in the pink patch project in support of breast cancer awareness. They are selling pink patches and t-shirts with all proceeds going to the City of Hope.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

RECESSED AND RECONVENED

The City Council recessed at 7:20 p.m. and reconvened with all council members present at 7:25 p.m.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JULY 5, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 344.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved payment of warrants and adopted Resolution No. SA-138 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated July 5, 2017 totaling \$39.43 and specifying the funds out of which the same are to be paid.

Motion: Moved by Council Member Liang and seconded by Council Member Ing, motion carried by the following vote:

Ayes:	Council Members:	Ing, Liang, Chan, Lam, Real Sebastian,
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. SA-138, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 5TH DAY OF JULY 2017 TOTALING \$39.43 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of June 7, 2017 and the special meetings of June 7, 2017, June 12, 2017, June 13, 2017 and June 14, 2017.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of June 7, 2017 and the special meetings of June 7, 2017, June 12, 2017, June 13, 2017 and June 14, 2017.

This is the end of Successor Agency (SA) items.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 17, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, July 17, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:01 p.m.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

- Nancy Arcuri, spoke in support of appointing Interim City Manager Ron Bow to the City Manager position.
- David Barron inquired about the number of candidates for the City Manager's position.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:05 p.m.

1. CONFERENCE WITH LABOR NEGOTIATOR - PURSUANT TO GOVERNMENT CODE § 54957.6

Agency Representative: City Attorney's Office

Unrepresented City Manager Candidate

Employee:

2. PUBLIC EMPLOYMENT – PURSUANT TO GOVERNMENT CODE § 54957

Title: City Manager

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 8:53 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 19, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 19, 2017 at 5:30 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 5:30 p.m.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Teresa Real
Sebastian

Council Members Absent: Hans Liang

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:30 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: Two
2. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE §
54957.6
City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human
Resources and Risk Management Director
Employee Bargaining Units: Service Employees' International
Organizations: Union, Local 721; Monterey Park Mid-Management
Association, and Monterey Park Confidential Employee
Association.
3. CONFERENCE WITH LEGAL COUNSEL – THREAT OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(2). Number of Cases: One

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance
the quality of life for our entire community

4. CONFERENCE WITH LABOR NEGOTIATOR - PURSUANT TO GOVERNMENT
CODE § 54957.6

Agency Representative: City Attorney's Office
Unrepresented City Manager Candidate
Employee:

5. PUBLIC EMPLOYMENT – PURSUANT TO GOVERNMENT CODE § 54957

Title: City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:55 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 19, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 19, 2017 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:06 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Teresa Real Sebastian

Council Members Absent: Hans Liang

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Management Services Annie Yaung, Water Utility Manager Frank Heldman, Assistant City Engineer Rey Alfonso, Senior Planner Samantha Tewart

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian, spoke about illegal fireworks and the cap and trade tax.
- Sheldon Dong, representative of Mark Keppel high school, spoke about the success of their recent fireworks booth; requested a stop sign on Emerson and Hellman Avenues; and spoke about his Eagle Scout accomplishment and asked the Council to provide projects that the Boys Scouts can participate in.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

- Jim Smith, Monterey Park Police Chief, invited everyone to the city's National Night Out event on August 1, 2017.

1. **PRESENTATIONS**

None.

2. **SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)**

NEW BUSINESS

2A. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JUNE 2017

As of June 30, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	41,550.03
• Successor Agency (SA) RORF	<u>321,190.00</u>
Total	<u>\$ 362,740.03</u>

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, received and filed the Monthly Investment Report.

Motion: Moved by Council Member Chan and seconded by Mayor Pro Tem Lam, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Lam, Real Sebastian
Noes: Council Members: None
Absent: Council Members: Liang
Abstain: Council Members: None

This is the end of Successor Agency (SA) items.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Director of Community and Economic Development

SUBJECT: Appeal by Mayor Teresa Real Sebastian and Councilmember Mitchell Ing of Planning Commission Resolution No. 03-17, adopted on June 27, 2017, approving a modification of Conditional Use Permit (CUP-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and Tentative Map No. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential units in the R-S, P-D (Regional Specialty, Planned Development) Zone – 420 North Atlantic Boulevard (Best Western).

RECOMMENDATION:

It is recommended that the City Council:

- (1) Adopt the draft resolution memorializing its final decision from August 16, 2017;
and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

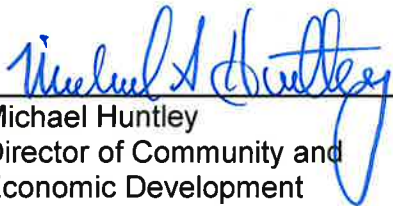
On August 16, 2017, the City Council rendered a final decision in the appeal regarding 420 North Atlantic Boulevard. As noted during the meeting, this draft resolution memorializes the City Council's final decision. Since a final decision was rendered on August 16th, no further evidence - whether testimonial or written - may be taken at this time. Adopting the resolution is simply confirmation of the City Council's previous decision. The City Council's consideration of the resolution, therefore, should be limited to ensuring that the resolution properly reflects the Council's motion at the last meeting.

On December 13, 2016, the Planning Commission adopted a Mitigated Negative Declaration of Environmental Impacts for the project pursuant to CEQA Guidelines §15070 (the "2016 MND"). When the applicant modified the Project, the proposed modifications were compared to the 2016 MND to determine whether an additional environmental document must be prepared. On June 27, 2017, the Planning Commission adopted a Supplemental MND (the "2017 SMND") that identified the same mitigation measures for the proposed modified Project that were included in the 2016

MND with one supplemental mitigation measure required for tribal cultural resources. Based upon the 2016 MND and 2017 SMND, no further CEQA analysis is required.

Respectfully submitted:

By:



Michael Huntley
Director of Community and
Economic Development

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Draft Resolution

ATTACHMENT 1

Draft Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE MONTEREY PARK CITY COUNCIL
UPHOLDING A PLANNING COMMISSION DECISION ADOPTING A
SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A
MITIGATION MONITORING AND REPORTING PROGRAM, AND
APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT
(CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR
THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420
NORTH ATLANTIC BOULEVARD.**

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. On June 27, 2017, the Planning Commission approved an application submitted by James Chou (the "Applicant") for a modification to a previously approved Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) to construct a new mixed-use development at 420 North Atlantic Boulevard ("Project"). The purpose of the modification was to incorporate a newly acquired property located on the northeast corner of Atlantic Boulevard and Emerson Avenue, which allowed the applicant to add 34 hotel rooms to the hotel component of the project, add an additional restaurant space, and provide additional parking to accommodate the additional rooms and restaurant;
- B. The project was originally approved by the Planning Commission on December 13, 2016;
- C. On July 7, 2017, two City Councilmembers timely appealed the Planning Commission's decision pursuant to Monterey Park Municipal Code (MPMC) § 1.10.060 (the "Appeal");
- D. The Appeal was scheduled for a public hearing on August 16, 2017;
- E. On August 16, 2017, the City Council opened a public hearing and took testimonial and documentary evidence regarding the Appeal. Following the public hearing, the City Council rendered a final decision as memorialized in this Resolution; and
- F. This Resolution and its findings are based upon the administrative record considered by the Planning Commission when it made the Decision and such supplementary evidence accepted by the City Council on August 16, 2017 including, without limitation, the staff reports submitted during the public hearing.

SECTION 2: *Environmental Review.* On December 13, 2016, the Planning Commission adopted a Mitigated Negative Declaration of Environmental Impacts for the project

pursuant to CEQA Guidelines § 15070 (the “2016 MND”). When the applicant modified the Project, the proposed modifications were compared to the 2016 MND to determine whether an additional environmental document must be prepared. On June 27, 2017, the Planning Commission adopted a Supplemental MND (the “2017 SMND”) that identified the same mitigation measures for the proposed modified Project that were included in the 2016 MND with one supplemental mitigation measure required for tribal cultural resources. Based upon the 2016 MND and 2017 SMND, no further CEQA analysis is required.

SECTION 3: Determination. The findings and conclusions set forth in Planning Commission Resolution No. 03-17 are incorporated by reference. The appeal is denied; the Planning Commission’s decision is upheld.

SECTION 4: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: Summaries of Information. All summaries of information in the findings which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding, is not based in part on that fact.

SECTION 6: Notice. The City Clerk is directed to provide a copy of this Resolution to the Planning Commission, the Appellant, and to any other person requesting a copy.

SECTION 7: Effective Date. This Resolution becomes effective immediately upon adoption and memorializes the City Council’s final decision made on February 1, 2017. Note that persons dissatisfied with the City Council’s decision may appeal it to a court of competent jurisdiction pursuant to Code of Civil Procedure § 1094.6. The time period for any such appeal commenced at the time the City Council rendered its decision on August 16, 2017.

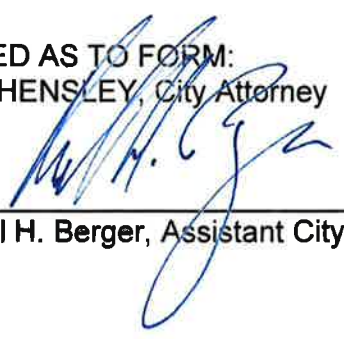
PASSED AND ADOPTED this ____ day of September, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 
Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-B.

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, Assistant City Attorney
SUBJECT: Ordinance amending Monterey Park Municipal Code Chapter 9.06
regulating aircraft within the City of Monterey Park; follow-up

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Providing such additional direction that may be appropriate; and
3. Take such additional, related, action that may be desirable.

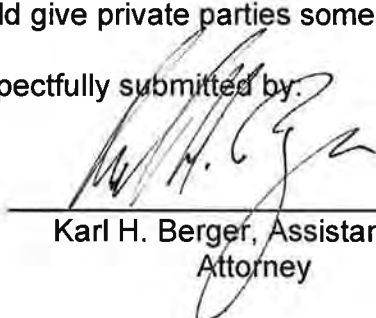
BACKGROUND:

On August 16, 2017, the City Council considered a draft ordinance amending Monterey Park Municipal Code ("MPMC") Chapter 9.06 which governs aircraft. A copy of the staff report and accompanying documents is attached for reference.

After considering that ordinance, the City Council sought a number of changes. These are reflected in the attached amended draft ordinance. A redline copy comparing the current draft ordinance with the August 16th version is attached.

As a reminder, federal law governs all aspects of commercial aircraft including, without limitation, flight patterns and flight altitudes (49 U.S.C. § 40103). It is unlikely that the City itself can enforce any part of this ordinance. If adopted, however, the ordinance would give private parties some ability to use its regulations to seek judicial intervention.

Respectfully submitted by.


Karl H. Berger, Assistant City
Attorney

ATTACHMENTS:

1. Draft Ordinance
2. Redline Comparison
3. August 16, 2017 Staff Report
4. Article, Science for Environment Policy - Aircraft noise at night
5. Article, American Psychological Association - Silence, please
6. Article, Deutsches Ärzteblatt International - Health consequences of Aircraft noise
7. Article, ScienceDaily - Airport Noise Affects

ATTACHMENT 1

Draft Ordinance

CITY OF MONTEREY PARK

ORDINANCE NO. ____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL
CODE CHAPTER 9.06 IN ITS ENTIRETY TO REGULATE AIRCRAFT
WITHIN THE CITY OF MONTEREY PARK.**

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds as follows:

- A. The potential health effects of low-flying aircraft, which result in noise and other environmental impacts, is well documented. Studies are numerous, including those cited within the administrative record:
1. "Airport Noise Can Seriously Affect The Health And Psychological Well-Being Of Children" (1998) (sciencedaily.com/releases/1998/03/980306043455.htm);
 2. "Health Consequences of Aircraft Noise" (2008) (ncbi.nlm.nih.gov/pmc/articles/PMC2696954);
 3. "Silence, please" (2011) (apa.org/monitor/2011/07-08/silence.aspx); and
 4. "Effect of nighttime aircraft noise exposure on endothelial function and stress hormone release in healthy adults" (2013) (<https://academic.oup.com/eurheartj/article/34/45/3508/435199/Effect-of-nighttime-aircraft-noise-exposure-on>).
- B. The effects of aircraft pollution are also well documented. See, for example, the studies and information set forth in the May 29, 2014 Los Angeles Times article "Planes' exhaust could be harming communities up to 10 miles from LAX" (<http://www.latimes.com/local/la-me-0529-lax-pollution-20140529-story.html>).
- C. All such impacts upon human health constitute a public nuisance as defined by applicable law including, without limitation, the Monterey Park Municipal Code.

SECTION 2: MPMC Chapter 9.06 is amended in its entirety to read as follows:

"Chapter 9.06 AIRCRAFT

9.06.010. Purpose.

This Chapter is adopted in accordance with California Constitution Art. XI, § 7 for the purpose of establishing minimum safe altitudes for aircraft; identifying low flying aircraft as public nuisances; authorizing abatement of such nuisances; and empowering persons to undertake appropriate action to abate such public nuisances. Nothing contained in this chapter is intended to, nor will it, preclude the City from pursuing any other available remedy to enforce this chapter.

9.06.020. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter. Words and phrases undefined in this Chapter have the same meaning as set forth in applicable federal law including, without limitation, those regulations promulgated by the FAA.

“Acrobatic flying” means any manipulation of the controls of any aircraft which may tend to divert the aircraft from a normal flight when such manipulation is not necessary to maintain the stability and safety of such aircraft.

“Aircraft” means any contrivance invented, used, or designed to navigate, or fly in, the air.

“City Manager” means the City Manager or designee.

“FAA” means the federal aviation administration and any successor agency.

“Minimum safe altitudes of flight” has the same meaning as set forth in 14 Code of Federal Regulations § 91.119, and any successor statute or regulation, within the navigable airspace regulated by the FAA.

“Noise Disturbance” means any loud, raucous, annoying, or unusual noises that offends the peace and quiet of persons of ordinary sensibilities and interferes with the comfortable enjoyment of life or property and affects at the same time an entire neighborhood or any considerable number of persons.

“Person” means individuals or corporate entities.

“Residential areas” means those areas identified by the Monterey Park General Plan Land Use Policy Map (see Figure LU-2) as low density residential; medium density residential; or high density residential.

9.06.030. Reckless operation.

It is unlawful for any person to drive, operate, or fly in or over the city any aircraft in the air or upon the ground in a reckless manner, or in such a manner as to endanger the lives or safety of persons in the city, or in such aircraft, or operate any aircraft in or over the city while under the influence of any intoxicating liquor or narcotic.

9.06.040. Noise Disturbance Unlawful.

It is unlawful for any person to allow, maintain, or cause any aircraft to create a noise disturbance.

9.06.050. Flight altitudes—Minimum.

It is unlawful for any person to drive, operate, or fly in or over the city any aircraft below the minimum safe altitudes of flight.

9.06.060. Flight altitudes—Populated areas.

The minimum safe altitude over the populated areas of the city must be sufficient at all times to permit an emergency landing outside of such areas in the event of complete failure of power. Minimum safe altitude for aircraft is not less than 6000 feet above ground level. Aircraft actively involved in law enforcement or other emergency services are exempt from this requirement. The City Council may exempt city events, as identified by the City Council, from this Section.

9.06.070. Flight altitudes—Schools—Religious Institutions.

The minimum safe altitude over any school, religious institution, hospital or any open air assembly of persons is not less than 6000 feet above ground. Sections 9.06.040, 9.06.050 and/or 9.06.060 may be waived in writing by the city manager for:

- A. A school activity which is officially sanctioned by the school district; or
- B. A city-sponsored event.

9.06.080. Flight altitudes—Take off—Landing.

A minimum safe altitude of not less than 1000 feet above ground in all areas not specified in Sections 9.06.040 and 9.06.050, except where take-off or landing is necessary (in such one thousand foot areas) for emergency situations or for public safety activities.

9.06.090. Acrobatic flying.

It is unlawful for any person to perform any acrobatic flying in or over the city.

9.06.100. Nighttime Curfew.

Overflight between the hours of 10:00 p.m. to 7:00 a.m. is prohibited over all residential areas.

9.06.110. Public Nuisance.

Aircraft flying lower than minimum safe altitude cause blight, decrease property values and deprive surrounding residents and owners of the right to comfortable enjoyment of life and property. Such aircraft are obnoxious, constitute a public nuisance, and are an immediate threat to public safety which must be abated to minimize harm to persons and property in the community. Accordingly, aircraft flying lower than the minimum safe altitude are a public nuisance.

9.06.120. Enforcement.

- A. In addition to any other remedy available under applicable law, violations of this chapter may be enforced as follows:
 - 1. Abated as a public nuisances.
 - 2. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community.
- B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.
- C. The remedies provided by this chapter are cumulative and in addition to any other available remedy.

9.06.130 Other applicable laws.

- A. This chapter is in addition to any other prohibition or limitation on aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.
- B. If another applicable law is more restrictive in regulating aircraft, that law governs."

SECTION 3: *Interpretation.* This Ordinance must be interpreted so as to be

consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Ordinance is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Ordinance. This Ordinance, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Ordinance is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Ordinance that can be given effect without the invalid application.

SECTION 4: *Severability.* If any portion of this Ordinance is held by a court of competent jurisdiction to be invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances will not be affected thereby.

SECTION 5: *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. The City Council intends that this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

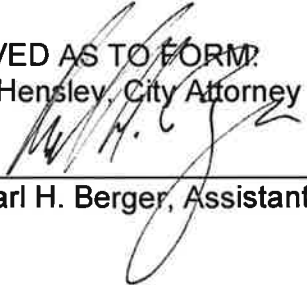
PASSED AND ADOPTED this ____ day of August, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: 

Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Draft Ordinance, Redline Comparison

CITY OF MONTEREY PARK

Style Definition: Heading 1

ORDINANCE NO. ____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL
CODE CHAPTER 9.06 IN ITS ENTIRETY TO REGULATE
AIRCRAFT WITHIN THE CITY OF MONTEREY PARK.**

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds as follows:

- A. The potential health effects of low-flying aircraft, which result in noise and other environmental impacts, is well documented. Studies are numerous, including those cited within the administrative record:
1. "Airport Noise Can Seriously Affect The Health And Psychological Well-Being Of Children" (1998) (sciencedaily.com/releases/1998/03/980306043455.htm);
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- B. The effects of aircraft pollution are also well documented. See, for example, the studies and information set forth in the May 29, 2014 Los Angeles Times article "Planes' exhaust could be harming communities up to 10 miles from LAX" (<http://www.latimes.com/local/la-me-0529-lax-pollution-20140529-story.html>).
- C. All such impacts upon human health constitute a public nuisance as defined by applicable law including, without limitation, the Monterey Park Municipal Code.

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"Aircraft" means any contrivance invented, used, or designed to navigate, or fly in, the air.

~~"Applicable law" means all federal law including, without limitation, statutes or regulations that may establish minimum safe altitudes of flight different from those set forth in this Chapter.~~

"City Manager" means the City Manager or designee.

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Unless otherwise provided by applicable law, the minimum safe altitude over the populated areas of the city must be sufficient at all times to permit an emergency landing outside of such areas in the event of complete failure of power, but in no event can such minimum safe altitude over populated areas be less than 6000 feet above ground. Minimum safe altitude for aircraft is not less than 3000 ~~6000~~ feet above ground level except for. Aircraft actively involved in law enforcement purposes or other emergency services are exempt from this requirement. The City Council may exempt city events, as identified by the City Council, from this Section.

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A. A school activity which is officially sanctioned by the school district; or

B. A city-sponsored event.

| 9.06.~~070~~080. **Flight altitudes—Take off—Landing.**

A minimum safe altitude of not less than 1000 feet above ground in all areas not specified in Sections 9.06.040 and 9.06.050, except where take-off or landing is necessary (in such one thousand foot areas) for emergency situations or for public safety activities.

| 9.06.~~080~~090. **Acrobatic flying.**

It is unlawful for any person to perform any acrobatic flying in or over the city.

| 9.06.~~090~~100. **Nighttime Curfew.**

Overflight between the hours of 10:00 p.m. to 7:00 a.m. is prohibited over all residential areas.

| 9.06.~~100~~110. **Public Nuisance.**

Aircraft flying lower than minimum safe altitude cause blight, decrease property values and deprive surrounding residents and owners of the right to comfortable enjoyment of life and property. Such aircraft are obnoxious, constitute a public nuisance, and are an immediate threat to public safety which must be abated to minimize harm to persons and property in the community. Accordingly, aircraft flying lower than the minimum safe altitude are a public nuisance.

| 9.06.~~110~~120. **Enforcement.**

- A. In addition to any other remedy available under applicable law, violations of this chapter may be enforced as follows:
 - 1. Abated as a public nuisances.
 - 2. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community.
- B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.
- C. The remedies provided by this chapter are cumulative and in addition to any other available remedy.

9.06.420130 **Other applicable laws.**

- A. This chapter is in addition to any other prohibition or limitation on aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.
- B. If another applicable law is more restrictive in regulating aircraft, that law governs."

~~SECTION 2:~~SECTION 3: *Interpretation.* This Ordinance must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Ordinance is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Ordinance. This Ordinance, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Ordinance is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Ordinance that can be given effect without the invalid application.

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PASSED AND ADOPTED this ____ day of August, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 3
August 16, 2017 Staff Report



City Council Staff Report

DATE: August 16, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, Assistant City Attorney
SUBJECT: Ordinance amending Monterey Park Municipal Code Chapter 9.06
regulating aircraft within the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Providing such additional direction that may be appropriate; and
3. Take such additional, related, action that may be desirable.

BACKGROUND:

Earlier this year, the City Council asked that the City Attorney's office prepare an ordinance that would amend Monterey Park Municipal Code ("MPMC") Chapter 9.06 which governs aircraft. This was prompted by many discussions during the past 18 months concerning low-flying aircraft including, without limitation, consideration by the Planning Commission in 2016 that the City Council consider amending the MPMC.

The City Council was previously informed that federal law governs (with extremely narrow exceptions) all aspects of commercial aircraft including, without limitation, flight patterns and flight altitudes (49 U.S.C. § 40103). Nevertheless, the City Council stressed the importance that it take action in response to significant increase in noise, smell and general nuisances caused by commercial aircraft flying over the City of Monterey Park.

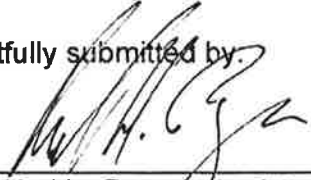
Attached for the City Council's consideration is an ordinance that would amend MPMC Chapter 9.06 as to aircraft. Were the ordinance to be adopted, the new regulations would allow also allow private citizens to seek judicial intervention for enforcing the regulations (these are so-called "private attorney general" clauses; see § 9.06.110). Further, it would allow private citizens to seek damages for unfair business practices (same section). A redline comparison between the draft regulations and existing regulations is also included to demonstrate the proposed changes.

Also attached for the City Council's information is the General Plan Land Use Map that is referenced in the draft ordinance. The various residential areas within the City are depicted on that Map.

FISCAL IMPACT:

Should the City Council choose to adopt the ordinance, the City would incur a nominal cost for codifying the ordinance within the MPMC. At the City Council's request, the City Clerk's office can provide a more accurate cost estimate.

Respectfully submitted by.



Karl H. Berger, Assistant City
Attorney

ATTACHMENTS:

1. Draft Ordinance
2. Redline comparison
3. Planning Commission Meeting Minutes from September 27, 2016

Attachment 1: **Draft Ordinance**

CITY OF MONTEREY PARK

ORDINANCE NO. ____

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aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.

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PASSED AND ADOPTED this ____ day of August, 2017.

Teresa Real Sebastian, Mayor

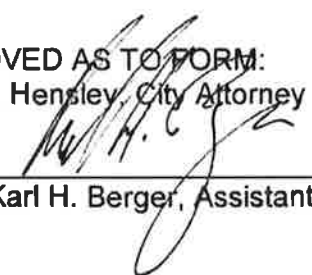
ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

By:



Karl H. Berger, Assistant City Attorney

Attachment 2: Redline Comparison

Chapter 9.06 AIRCRAFT

9.06.010 ~~Aircraft defined.~~ Purpose.

This Chapter is adopted pursuant to the city's police powers for the purpose of establishing minimum safe altitudes for aircraft; identifying low flying aircraft as public nuisances; authorizing abatement of such nuisances; and empowering persons to undertake appropriate action to abate such public nuisances as allowed by applicable law. Nothing contained in this chapter is intended to, nor will it, preclude the City from pursuing any other available remedy to enforce this chapter.

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"Aircraft" includes balloons, airships, airplanes, seaplanes, and any and all other conveyances operated by human beings and means any contrivance invented, used, or capable of being used for transportation through designed to navigate, or fly in, the air.

"Applicable law" means all federal law including, without limitation, statutes or regulations that may establish minimum safe altitudes of flight different from those set forth in this Chapter.

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9.06.020-030. Reckless operation.

— No

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~~9.06.030-040. Flight altitudes—Minimum.~~

~~—No~~

~~It is unlawful for any person shall to drive, operate, or fly in or over the city any aircraft below the minimum safe altitudes of flight in the following sections.~~

~~9.06.040-050. Flight altitudes—Populated areas.~~

~~—An~~

~~Unless otherwise provided by applicable law, the minimum safe altitude over the populated areas of the city must be sufficient at all times to permit an emergency landing outside of such areas in the event of complete failure of power, but in no event shall can such minimum safe altitude over populated areas be less than one thousand 6000 feet above the ground. Minimum safe altitude for aircraft is not less than 3000 feet above ground level except for law enforcement purposes.~~

~~9.06.050-060. Flight altitudes—Schools—Churches Religious Institutions.~~

~~—An~~

~~Unless otherwise provided by applicable law, the minimum safe altitude of not less than one thousand feet above the ground over any school, church religious institution, hospital or any open air assembly of persons, is not less than 6000 feet above ground. Sections 9.06.040, 9.06.050 and/or 9.06.060 may be waived in writing by the fire chief city manager for:~~

~~—(a)~~

~~A. A school activity which is officially sanctioned by the school district; or~~

~~—(b) A city-sponsored event, provided that prior approval of the flight, take-off and landing for such school activity or city-sponsored event has been obtained from federal and/or state aviation agencies.~~

~~B. A city-sponsored event.~~

~~9.06.060-070. Flight altitudes—Take off—Landing.~~

~~—An~~

~~A minimum safe altitude of not less than five hundred 1000 feet above the ground in all areas not specified in Sections 9.06.040 and 9.06.050, except where take-off or landing is necessary (in such five hundred one thousand foot areas) for emergency situations or for public safety activities.~~

~~9.06.070-080. Acrobatic flying.~~

~~—No~~

~~It is unlawful for any person shall do to perform any acrobatic flying in or over the city.~~

~~“Acrobatic flying” means any manipulation of the controls of any aircraft which may tend to divert the aircraft from a normal flight when such manipulation is not necessary to maintain the stability and safety of such aircraft.~~

9.06.090. Nighttime Curfew.

Overflight between the hours of 10:00 p.m. to 7:00 a.m. is prohibited over all residential areas.

9.06.100. Public Nuisance.

Aircraft flying lower than minimum safe altitude cause blight, decrease property values and deprive surrounding residents and owners of the right to comfortable enjoyment of life and property. Such aircraft are obnoxious, constitute a public nuisance, and are an immediate threat to public safety which must be abated to minimize harm to persons and property in the community. Accordingly, aircraft flying lower than the minimum safe altitude are a public nuisance.

9.06.110. Enforcement.

A. In addition to any other remedy available under applicable law, violations of this chapter may be enforced as follows:

1. Abated as a public nuisances.

2. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community.

B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.

C. The remedies provided by this chapter are cumulative and in addition to any other available remedy.

9.06.120 Other applicable laws.

A. This chapter is in addition to any other prohibition or limitation on aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.

B. If another applicable law is more restrictive in regulating aircraft, that law governs.

Attachment 3:
September 27, 2016 Planning Commission
Meeting Minutes

**OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
September 27, 2016**

The Planning Commission of the City of Monterey Park held a Regular Meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, September 27, 2016 at 7:00 p.m.

CALL TO ORDER:

Chairperson Choi called the meeting to order at 7:00 p.m.

ROLL CALL:

Planner Tewasart called the roll:

Commissioners Present: Ricky Choi, Larry Sullivan, Margaret Leung, Theresa Amador, and Delario Robinson

Commissioners Absent: None

ALSO PRESENT: David King, Deputy City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

ORAL AND WRITTEN COMMUNICATIONS:

None

AGENDA CHANGES AND ADOPTION:

None

APPROVAL OF MINUTES:

None

CONSENT CALENDAR:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS (PUBLIC HEARING):

2-A. TENTATIVE MAP NO. 074375 – 206 NORTH MOORE AVENUE (TM-16-03)

Planner Tewasart provided a brief summary of the staff report.

Commissioner Sullivan inquired about address numbers on the curb. Director Huntley replied that the Fire Department is now requiring that address numbers be visible for when they respond to a call. This is new direction from the Fire Chief for new developments.

Chairperson Choi inquired about the required number of parking since the code was recently amended. Planner Tewasart replied that the code amendment had gone before the City Council, but has not gone into effect.

Commissioner Leung inquired if the single sheet tentative map was a complete submittal packet. Director Huntley replied that the application is tentative map, so the Planning Commission is reviewing the subdivision itself and not the development of the building.

Chairperson Choi opened the public hearing.

Engineer Jack Lee of Cal Land Engineering, 576 Lambert Road, Brea, stated that they reviewed the resolution and will comply with the conditions.

Commissioner Leung inquired about the underground sewer, waste water system. Engineer Lee replied that the sewer plan will comply with the City and County design. If the sewer line at the back is lower than the sewer line at the street, then a sewer pump will be necessary. Commission Leung inquired if this is the responsibility of the property owner. Engineer Lee replied yes and the eventually the association.

Commission Leung inquired the building height and whether that is reflected on the civil drawing. Architect David Chun replied that the height was shown on the packet reviewed by the Design Review Board.

Commission Leung inquired if the utility will be undergrounded to the sidewalk. Director Huntley replied that that detail is typically not shown on a subdivision map.

Attorney King stated that the item is a tentative map for the project. It is not a comprehensive review of the project in total. The Commission's role is to review the map to ensure that is consistent with the General Plan and Subdivision Map Act.

Commission Amador inquired if they are reviewing the air space. Attorney King replied yes. Director Huntley replied that air right is not associated with the construction of the building, but the division of land or air space.

Commissioner Leung inquired if additional information can be added to the plans and stated that she does not have enough information to approve the project.

Chairperson Choi closed the public hearing.

Action: The Planning Commission after considering the evidence present during the public hearing adopted **Resolution No. 21-16** approving Tentative Map No. 074375

(TM-16-03) to subdivide air rights to develop a 5-unit condominium project at 206 North Moore Avenue in the R-3 (High Density Residential) Zone.

Motion: Moved by Commissioner Amador and seconded by Commission Robinson, motion carried by the following vote:

Ayes: Commissioners: Choi, Sullivan, Amador and Robinson
Noes: Commissioners: Leung
Absent: Commissioners: None
Abstain: Commissioners: None

COMMISSION COMMUNICATIONS:

Commissioner Leung is requesting that the Planning Commission recommend to the City Council to consider amending Chapter 9.06 Aircrafts to update the existing regulations.

Director Huntley stated that is a Commission Communication item. At the last Planning Commission meeting, Commission Leung brought in front of the Commission an interest in getting the Commission to recommend to the City Council to consider certain amendments. This is not a staff item.

Chairperson Choi requested that staff provide clarification as to the Commission's role with regards to this issue. This body is here to consider matters in land use issues such as zone changes, specific plans, subdivision maps, conditional use permits and the like and make recommendations to the City Council on policies dealing with the present and future growth of the City.

Director Huntley replied that the Planning Commission's job as appointees from the City Council is to review all land use within the City and all the issues of Title 21 which is the Zoning Code and all development projects. The Zoning Code does include performance standards, which includes noise, but typically land based. The Planning Commission does not have the purview over Chapter 9, which is why the Commissioner would like discuss tonight. That does not mean that the Commissioner cannot make a suggestion to the other Commissioners and as a body make a recommendation to the City Council on it.

Attorney King stated that the Planning Commission's role is defined to oversee land use and serve as an advisory body to the City Council and to strike a balance between private interest and public welfare and that is why there are public hearings and public comments. Chapter 9 is a Peace, Safety, and Morals Title of the Monterey Park Municipal Code a little out of the purview of the Planning Commission, but it doesn't stop the Planning Commission from making a recommendation to the City Council. If the City Council were to take this up, this Ordinance would not come before the Planning Commission again.

Chairperson Choi stated that although he understands that it is of great importance to the community that this might not be the correct forum for this discussion, but will defer to the other Commissioners.

Commissioner Leung stated that the purpose of the proposed revision to Chapter 9.06 Aircraft, which talks about flight altitudes in populated areas during takeoff and landing, is due to recent events of commercial flights, in particular west arrival flights are using Monterey Park as a turnaround point and they call it an extended downwind approach and they are flying over Monterey Park at an altitude of 2,500 which is becoming a big nuisance to most residents in the area. This matter has been brought before the FAA and the City is currently represented at the LAX roundtable for a regional resolution. The municipal is antiquated; it talks about 1,000 feet above ground which came from a safety code in the CFRs. There is no rule in place right now that prevents Monterey Park from imposing a more restrictive number. The number being proposed tonight has been reviewed and they were taken from white papers. It was acknowledged by the LAX operations manager that some of the numbers are currently in use for the east arrival flights and the proposal is to implement the numbers for the west arrival flights also.

Commissioner Robinson stated that since Commissioner Leung has brought up the matter he has been viewing the aircrafts that would come from the airport. Once or twice a week they will come towards Monterey Park and on the other days the FAA has done a good job on trying to reroute aircrafts to other areas. He doubts that Monterey Park is a pinpoint location for the aircraft to come and be that close to the ground. If Commissioner Leung wants to go before the City Council to raise the issue that would be more appropriate.

Commissioner Amador inquired is the purpose is to review the proposal and recommend it to the City Council. Chairperson Choi replied that that is what Commissioner Leung is proposing, to review the changes to the Municipal Code regarding Chapter 9.06 and that the Commission recommend to the City Council to make these changes. Commissioner Amador stated that if the Commission is to review the proposal it should be a complete package and look at including drones, balloons, and airships such as the Good Year blimp, which the City may be concerned with the future. The decision making body of the proposal should come from the City Council. She supports Commissioner Robinson and this should be proposed at the City Council level and this should be their decision.

Commissioner Sullivan stated that in the Municipal Code nowhere does not mention fire and rescue helicopters and inquired who issues authority for that. He contacted the County and they said the District Flight Control Coordinator would take over all responsibility for water dropping on a City where it is mandated and they dictate the altitude and everything based on their graphics. He inquired if that should be incorporated into the proposed amendment.

Attorney King replied that the code is antiquated and the code is probably not enforced too often in the City. Matters dealing with water drops for fire are probably regulated in other areas. The federal government, Federal Aviation Administration would have perimeters as far as flight altitudes. Whether or not the code needs to be amended is not something that a city typically enforces on a daily basis.

Chairperson Choi stated that he reviewed other cities' codes. Alhambra is similar to Monterey Park at 1,000 feet in their congested areas. Any other areas are at 500 feet, which is very lenient in terms of that. The cities of Rosemead and San Gabriel do not have any regulations. That may have to do with the fact that city ordinances do not trump federal regulations with regards to this matter, so putting this in the books is not really enforceable. He has worked in various levels of government and a better approach may be to go to the regulatory body that has jurisdiction and oversight on this matter. If that agency is the Federal Aviation Administration (FAA), then Congress has oversight on the FAA. The conversation should be had with the City's congressional representative. She may be able to request a direct meeting with the regional administrator of the FAA here or even the FAA administrator from Washington DC. That direction may be more effective than having the City take action and put something in the books that is not going to be enforceable. He also recommends that residents continue to report noisy low flights Los Angeles World Airports (LAWA); they have a noise complaint process and to continue to participate in the roundtable. It is important that the city's message gets conveyed to the right people.

Commissioner Leung stated that the Commission will only be making a recommendation to the City Council to take some action. The proposed wording may not be perfect, but it is only a recommendation for the City to make some changes or update this particular section of the code. The Metroplex Project has been approved and it is going to be implemented in November. This particular issue with Monterey Park started back in the 1990s. Monterey Park hired a consultant to provide a resolution and in mid-stream the funding stopped and even the FAA stated the fact that the only way to resolve Monterey Park's issue is to redesign their airspace. The proposed amendment is a temporary relief for the residents of Monterey Park.

Commissioner Sullivan stated that the word commercial is missing, which is the nuisance. Private flights would not want to be regulated.

Commissioner Amador stated that the current code does include private planes. Commissioner Sullivan replied that that is something that has to be looked at.

Commissioner Amador inquired if this is a PR vehicle, so that the City Council can act on it and say that the City of Monterey Park introduced this. Commissioner Leung replied yes.

Commissioner Robinson stated that stands behind Chairperson Choi.

Commissioner Amador inquired if the Deputy City Attorney can clarify what was recommended to the Planning Commission.

Attorney King replied that Commissioner Leung had inquired about the vehicle to bring the item before the Commission and ultimately to the City Council. Any Planning Commissioner can bring up any issue and ask the Planning Commission if they would like to recommend something to the City Council. It would take a majority of the Planning Commission, and it would require a vote. It would require a majority of the

Planning Commission to speak on behalf of the Commission. If there was a majority that would approve this, the Commission would then direct staff to put the item on the next City Council agenda or if the Commission would like to see something more formal the Commission can direct staff to prepare a resolution and adopt it at the next Planning Commission meeting. Typically, Planning Commissioners are focused on the land use issues and that is in the purview of the Planning Commission, but that does not mean that matters of general concern cannot be brought up. It would require legislation because what is before the Commission is Chapter 9.06, which is a part of the code and in order to make the proposed changes, those would have to be adopted in an ordinance at the City Council level. The Planning Commission does have purview over Chapter 9.06.

Attorney King further clarified that the regulations in Chapter 9.06 are enforceable to a point. The City is concerned about City jurisdiction and typically local issues. The FAA has oversight on interstate commerce and interstate travel which would include commercial aircrafts that are flying at a much high altitude. This chapter seems to be concerned with lower flying aircraft and the definition of aircraft is much broader, including balloons or other conveyances, which would typically fly at a much lower level. This chapter is enforceable to a certain extent as long as it does not conflict with federal law. As Commissioner Sullivan brought up there are other issues as well. Other regulations such as water drops during fires which would be regulated more at the county level. There are different layers. Cities are usually more concerned with local smaller flying aircrafts over certain structures within the city. The FAA is concerned with much bigger aircraft flying at much higher altitudes. The drafters of the code may not have been thinking about commercial airlines. They may have been thinking about balloons that may be damaged and hurt someone on the ground.

Chairperson Choi opened the public hearing.

Speaker Tom Lu, 30-year resident of Monterey Park, stated that he is one of the residents that file daily complaints to LAX about the lower flying aircraft noise. Every 90 seconds a plane flies over his house at around 2,500 to 3,000 feet. He is disappointed to hear that some of the commissioners do not understand or know what is happening. The planes are turning earlier now because of the City's complaints. This effort might be meaningless, but it is moral support for the residents of Monterey Park.

Speaker Virginia Kiehl, 18-year resident on Coral View Street, stated that this is a problem for certain people in the City, but it is a huge problem. It is affecting her land use. When the planes are passing by every minute you cannot use your yard. Anything that we can do to help the residents get out from underneath the noise, environmental health issues, and safety issues of the planes would be appreciated.

Speaker Nancy Arcuri, 1971 resident, lives on the east side of town inquired about the definition of air space.

Chairperson Choi closed the public hearing.

Action: The Planning Commission after considering the evidence presented during the public hearing **recommended** to the City Council to consider an amendment to Monterey Park Municipal Code Chapter 9.06.

Motion: Moved by Commissioner Leung and seconded by Commission Amador, motion carried by the following vote:

Ayes: Commissioners: Sullivan, Amador, and Leung
Noes: Commissioners: Choi and Robinson
Absent: Commissioners: None
Abstain: Commissioners: None

FUTURE AGENDA ITEMS AS DIRECTED BY THE COMMISSION:

None

STAFF UPDATES:

None

CLOSED SESSION:

None

ADJOURNMENT:

There being no further business for consideration, the meeting was adjourned on September 27, 2016 at 8:29 p.m. to the next regular meeting on October 11, 2016 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

Approved on at the regular Planning Commission meeting.

ATTACHMENT 4
Article, Science for Environment Policy
Aircraft noise at night



**January 2015
Thematic Issue 47**

**Noise impacts
on health**

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weekly News Alert**

Source: Schmidt, F.P.,
Basner, M., Kröger, G. *et al.* (2013) Effect of
nighttime aircraft noise
exposure on endothelial
function and stress
hormone release in healthy
adults. *European Heart
Journal*.
DOI:10.1093/eurheartj/eh
269

Contact: [tmuenzel@uni-
mainz.de](mailto:tmuenzel@uni-mainz.de)

Read more about:
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SCU, The University of the
West of England, Bristol.

Science for Environment Policy

Aircraft noise at night can result in dysfunction of blood vessels and cause long-term cardiovascular disease

Recent research into the impact of different levels of noise on 75 volunteers reveals that disturbed sleep caused by night-time aircraft noise can damage blood vessels and increase the levels of stress hormones. As these physical changes are potential pathways to high blood pressure, heart and circulatory disease over the long term, reducing night-time aircraft noise is important for preventing cardiovascular disease in people living near airports.

Aircraft noise tends to be more annoying and disruptive to sleep than road and rail traffic noise, and long-term night-time exposure to aircraft noise is implicated in cardiovascular disease (such as heart attacks and strokes) more than day-time exposure to aircraft noise.

People need sleep to maintain normal good health and this depends not only on the length of a night's sleep but also its quality. Repeated noise disturbances, with or without waking up, interrupt the restorative powers of sleep, and cause a person's blood pressure to fluctuate in response to the noise.

In this study, the researchers tested the impact of night-time aircraft noise on 75 healthy volunteers aged between 20 and 60 years. All the participants were exposed to recordings of different patterns of aircraft noise in their own homes. On one night the volunteers were exposed to background noise, as a control, and on the other two nights they were exposed to repeated aircraft noise either 30 or 60 times during the night. Volunteers kept to their normal sleep patterns and on the nights of exposure to aircraft noise, the noise event sequence lasted for 415 minutes. The researchers monitored the blood pressure and heart rate of the volunteers during the night.

The following morning, the volunteers visited a laboratory where the researchers used ultrasound to measure changes to the diameter of the main artery in the arm, which affects bloodflow. The results revealed that the arteries were stiffer (also called endothelial dysfunction) after an aircraft noise night, and the more severe the noise, the less flexible the blood vessels became. This suggests that the blood vessels were affected by poor sleep as a result of the aircraft noise.

In those volunteers who were first exposed to 30 episodes of aircraft noise, the effect on their arteries became worse (the arteries became less flexible) when they were then exposed to 60 noise episodes during the night. Thus, the vessel does not adapt to noise, but becomes more sensitive. Moreover, blood pressure increased in response to the aircraft noise.

The researchers also tested the volunteers' blood for stress (fight-or-flight) hormones, and found there was a significant increase in adrenaline levels after exposure to nights where the volunteers were exposed to the aircraft noise. Volunteers also reported poor sleep quality on the noise nights. Over a long period of time, this repeated exposure to aircraft noise can result in permanently high blood pressure due to more rigid blood vessels, potentially leading to cardiovascular disease.

In further tests, five volunteers, who had been exposed to a 60-event aircraft noise night, were given Vitamin C in the laboratory. The researchers detected an improvement in arterial flexibility. Vitamin C is a powerful anti-oxidant, and the researchers suggest the mechanism by which the arteries become less flexible is related to oxidative stress of the blood vessels as a result of exposure to the aircraft noise.

Taken together, the observed stiffening of the arteries (even in young healthy adults), and the increase in adrenaline levels, combined with volunteers' reported poor sleep quality, indicate that their raised blood pressure was most likely related to the aircraft noise at night, suggest the researchers. As this can lead to cardiovascular disease, night-time aircraft noise may be considered as a new risk factor. Reducing noise from aircraft at night would help prevent heart and circulatory problems in people living near airports.



ATTACHMENT 5

Article, American Psychological Association
Silence, please

COVER STORY

Silence, please

Psychologists are increasing awareness of the harmful effects noise has on cognition and health.



By Amy Novotney

2011, Vol 42, No. 7

Print version: page 46

We've all been annoyed by a neighbor's late-night partying or early-morning lawn mowing. But it turns out that living in a noisy neighborhood — particularly one plagued by train horns blaring or airplanes overhead — is more than exasperating. It might actually be deadly, according to a report released in April by the World Health Organization and the European Commission's Joint Research Centre.

A steady exposure to "noise pollution," the report concludes, may lead to higher blood pressure and fatal heart attacks. The report analyzed a large number of epidemiological studies, most of which were conducted in Europe.

The report also confirmed what several psychologists have known for decades: Chronic noise impairs a child's development and may have a lifelong effect on educational attainment and overall health. Numerous studies now show that children exposed to households or classrooms near airplane flight paths, railways or highways are slower in their development of cognitive and language skills and have lower reading scores.

"There is overwhelming evidence that exposure to environmental noise has adverse effects on the health of the population," the report concludes, citing children as particularly vulnerable to the effects of chronic urban and suburban racket.

As air traffic increases worldwide and politicians consider building noise-producing wind turbines in more residential neighborhoods (see "Noise isn't always loud (/monitor/2011/07-08/noise.aspx)"), the negative effects of noise will only continue to grow unless more is done to abate it, says environmental psychologist Arline Bronzaft, PhD, of the City University of New York. Her now-classic study from the 1970s was among the first to report the harmful effects of subway noise on children's learning, and she has advised four New York City mayors on noise policy. New noise research in the United State has been scarce, however, since nearly 30 years ago federal funding for noise pollution research was cut after the U.S. Environmental Protection Agency's Office of Noise Abatement and Control was eliminated during the Reagan administration.

Still, Bronzaft says, as a matter of public health, psychologists must continue to stay involved in efforts to reduce environmental noise.

“Noise is a psychological phenomenon,” says Bronzaft, a contributor to the book “Why Noise Matters” (2011). “While the ear picks up the sound waves and sends it to the temporal lobe for interpretation, it’s the higher senses of the brain that determine whether that sound is unwanted, unpleasant or disturbing, and that’s why psychologists need to be heavily involved in this issue.”

Trains, planes and automobiles

It was her daily three-hour commute via New York City’s transit system that first piqued Bronzaft’s interest in the effects of transportation noise on children’s learning (</topics/learning/index.aspx>) . Passing homes along the elevated train trips to and from Lehman College, she couldn’t help but wonder how residents, especially children, coped with the trains’ noise. A student in one of her classes had a child in a school adjacent to an elevated train structure and this provided the opportunity for Bronzaft to find out how students and teachers could cope with the sound of the elevated train passing by every four-and-a-half minutes. So she set out to study it in 1974, and found that reading scores of sixth-grade students whose classrooms faced the train were a year behind those on the quieter side of the building (*Environment and Behavior*, Vol. 7, No. 4).

“We even talked to the teachers who taught students in those classrooms at Public School 98 and they said they were exhausted at the end of every day,” Bronzaft says. “Eleven percent of class time was ultimately lost as teaching had to stop for the train. The kids hated the train noise.”

After Bronzaft completed her study, the New York City transit system agreed to install noise reduction materials on the rails adjacent to the classrooms and the Board of Education installed sound-reducing materials in the ceilings of these classrooms. Noise abatements lowered the din in these classrooms significantly, and reading scores on both sides of the building among the two groups were equalized — further evidence that noise was to blame, Bronzaft says (*Journal of Environmental Psychology* Vol. 1, No. 3).

Trains aren’t the only noisy culprits to affect children’s learning. Several cross-sectional studies have linked aircraft noise to poor classroom performance. One of the most compelling studies in the field of noise pollution is a naturally occurring longitudinal experiment published in 2002 in *Psychological Science* (Vol. 13, No. 9) examining the effects of the relocation of Munich’s airport on children’s health and cognition. Six months before and 12 months and 18 months after the airport closed and moved to a distant location, researchers — led by psychologists Staffan Hygge, PhD, Gary W. Evans, PhD, and Monika Bullinger, PhD — administered tests of reading, memory, attention and hearing to third- and fourth-graders who lived and attended school near the two airport sites. They found that the reading comprehension skills and long-term memory of children near the old airport improved once air traffic moved to the new airport, while the performance of children near the new airport declined.

The study also suggested that noise-exposed children may be less sensitive to speech, even though their hearing was unimpaired. After the old airport closed, children living near its site showed marked improvements in reading and memory, but their speech perception remained impaired, says Evans, a professor of human ecology at Cornell University.

“We think one thing that might be going on is that children who are exposed to noise develop a stress response of ignoring the noise, but not only do they ignore noise, there’s evidence that they also ignore speech,” Evans says. “So not only are they ignoring the stimuli that are harmful, but they’re also ignoring stimuli that they need to pay attention to.”

Researchers also found that the Munich students near the working airports had significantly higher levels of the stress hormones adrenaline and cortisol and markedly higher blood pressure readings than children in quieter neighborhoods. Evidence suggests that elevated blood pressure in childhood predicts higher blood pressure later in life, and higher levels of stress hormones are linked to several life-threatening adult illnesses, including high blood pressure, elevated cholesterol and other lipids, and heart disease.

“This study is among the strongest, probably the most definitive proof that noise — even at levels that do not produce any hearing damage — causes stress and is harmful to humans,” Evans says.

Beep goes the ventilator

Noise experts are also exploring another place where noise may, ironically enough, impair health: hospitals. The din of motorized beds, ambulance sirens, human voices and 24/7 patient monitoring via alarm-based ventilators and other medical devices make hospitals noisier than ever these days. A 2005 study in the *Journal of the Acoustical Society of America* (Vol. 118, No. 6) suggests that noise levels in hospitals have increased dramatically over the past 50 years. In the 1960s, daytime hospital sound levels around the world averaged 57 decibels; today the average is 72 decibels. Nighttime levels have jumped from 42 decibels to 60. The World Health Organization’s hospital noise guidelines recommend that sound levels in patient rooms should not exceed 35 decibels.

The racket of modern medicine can have debilitating effects on patient health and healing by disrupting sleep, raising stress levels and triggering medical errors. In a 2004 unpublished white paper examining noise in neonatal intensive care units, for example, environmental psychologist Craig Zimring, PhD, found that higher noise levels elevated blood pressure, increased heart rates and disrupted patient sleep patterns, possibly enough to impede development and contribute to hearing loss in premature infants. And a set of 2010 auditory perception experiments published in *Social Science & Medicine* (Vol. 70, No. 1) conducted by University of Illinois, Chicago, researchers showed that hospital noise levels led clinicians to confuse similar-sounding drug names with one another.

“There’s a lot of empirical evidence now that noise impacts patients, and anyone who has spent any time in a hospital can support that,” says Zimring, of the Georgia Institute of Technology.

To help hospitals address the problem of noise, Zimring is serving as a member of the multidisciplinary Healthcare Acoustics Research Team, a team of experts in acoustics, engineering, architecture, psychology and medicine. The team is working with health-care officials to reduce sources of noise — from overhead paging systems or unnecessary alarms, for example — and redesign hospitals using building materials and furniture that can help absorb noise.

“Installing carpeting and acoustic ceilings in hospitals has always been difficult because they’re not easily scrubbable, but recently people have discovered ways to develop panels that are both sound absorbent and that limit the possibility of infection,” Zimring says. “These are pretty low-cost investments that can have a pretty high impact on patients.”

Amy Novotney is a writer in Chicago.

Further reading, resources

Pierpont, N. (2009). *Wind Turbine Syndrome: A Report on a Natural Experiment*. Santa Fe, NM: K-Selected Books.

Stewart, J. (2011). *Why Noise Matters*. Oxford, U.K.: Earthscan Publications.

Noise Center at the Center for Hearing and Communication (<http://www.chchearing.org/noise-center>)

GrowNYC (<http://www.grownyc.org/noise>)

RELATED ARTICLES

Noise isn't always loud (</monitor/2011/07-08/noise.aspx>)

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ATTACHMENT 6
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Review Article

Health Consequences of Aircraft Noise

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See letter "[Correspondence \(reply\): In Reply](#)" in volume 106 on page 71.

See letter "[Correspondence \(letter to the editor\): Noise Research is Hampered](#)" in volume 106 on page 71.

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Abstract

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Introduction

The ever-increasing level of air traffic means that any medical evaluation of its effects must be based on recent data.

Methods

Selective literature review of epidemiological studies from 2000 to 2007 regarding the illnesses, annoyance, and learning disorders resulting from aircraft noise.

Results

In residential areas, outdoor aircraft noise-induced equivalent noise levels of 60 dB(A) in the daytime and 45 dB(A) at night are associated with an increased incidence of hypertension. There is a dose-response relationship between aircraft noise and the occurrence of arterial hypertension. The prescription frequency of blood pressure-lowering medications is associated dose-dependently with aircraft noise from a level of about 45 dB(A). Around 25% of the population are greatly annoyed by exposure to noise of 55 dB(A) during the daytime. Exposure to 50 dB(A) in the daytime (outside) is associated with relevant learning difficulties in schoolchildren.

Discussion

Based on recent epidemiological studies, outdoor noise limits of 60 dB(A) in the daytime and 50 dB(A) at night can be recommended on grounds of health protection. Hence, maximum values of 55 dB(A) for the day and 45 dB(A) for the night should be aimed for in order to protect the more sensitive segments of the population such as children, the elderly, and the chronically ill. These values are 5 to 10 dB(A) lower than those specified by the German federal law on aircraft noise and in the report "synopsis" commissioned by the company that runs Frankfurt airport (Fraport).

Keywords: aircraft noise, noise exposure, hypertension, myocardial infarction, environmental pollution

Continually rising levels of air traffic are making it increasingly important to medically evaluate the effects of aircraft noise, with particular emphasis on organic diseases, annoyance, and functional disorders. Field studies under conditions of daily living are suitable instruments for this purpose. Laboratory tests are of only limited value because they fail to record phenomena such as habituation, sensitization, conditioning, and exhaustion. Sleep disorders in the form of awakening reactions (1) are also little suited for evaluation purposes since their avoidance is insufficient for the prevention of long-term health hazards (2).

Epidemiological research into the effects of noise has made significant strides in recent years. The availability of new studies therefore mandates a reassessment of the current situation. Many of the epidemiological studies published up to the year 2000 exhibit methodological deficiencies. In many cases, extreme groups were considered in a simplifying approach or the study population was classified as "exposed to stress" and "not exposed to stress" on the basis of a noise level criterion. These studies reveal only a trend towards increased health risks from continuous noise levels of 65 dB(A) upwards (3). New results are available especially as regards hypertension, annoyance, and learning difficulties (box 1).

Box 1

How loud are continuous sound levels?

Continuous sound levels are energy values averaged over a long assessment period and are inaudible. Only momentary sound events are perceptible. If the sound energy remains constant over the assessment period, however, the continuous sound level has the same value as the momentary sound level. The continuous sound level, with additions or deductions for the time of day, for example, is a single figure value intended to gauge only the long term effects of a noise situation. In Germany the established practice is to differentiate between the continuous daytime sound level (6 a.m. to 10 p.m.) and the continuous nocturnal sound level (10 p.m. to 6 a.m.). The unit of measurement is the dB(A), which takes into account that human hearing has variable sensitivity for different frequencies. The fact that aircraft noise is perceived as a greater annoyance than road and rail noise, however, is not factored in. In residential areas around civil airports, the continuous aircraft related noise level now reaches levels exceeding 65 dB(A). For example, about 200 000 residents in the area around Frankfurt Airport, some of whom live more than 20 km distant from the airport along the flight corridors, are exposed to a continuous daytime noise level of 55 dB(A) and above.

Method

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A selective literature review of epidemiological studies from 2000 to March 2007 was performed in the DIMDI and PubMed databases using the search terms noise and epidemiol*** (German and English), supplemented by literature references from the authors' own databases. Articles with the terms occupational, work, and tinnitus were excluded electronically. In a second step, articles obviously unrelated to the study topic, such as studies on the effects on hearing or language, were excluded. In the third step, 10 primary studies among 81 remaining publications were identified on the basis of study topic (for example day or night), design (information value), scope (avoidance of random errors), and the probability of systematic errors (bias) (table 1). Inclusion criteria were case numbers of above 1000 or more than 5000 individual measured values in the case of the time-series studies, address-based

recording of aircraft noise exposure, and standardized recording of the effect endpoints or medical diagnoses of diseases elicited by questionnaire. Review articles and standard publications as well as studies with other effect endpoints were disregarded. The primary studies identified on this basis were evaluated in terms of diseases, noise annoyance, and learning difficulties.

Author (Year)	Study Type	Noise Exposure	Health Outcome
...	...	...	...

[Table 1](#)

Overview of selected primary studies

As regards myocardial infarction, one road traffic noise study is also mentioned (4) because no aircraft noise studies are available on this topic. One study from 1995 (16) is devoted to learning difficulties; there are no new longitudinal observations on this subject (table 1).

Results

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The most informative new studies relate to hypertension, annoyance, and learning difficulties. As far as may be deduced from the findings, absolute changes in risk were reported. A study of road traffic noise annoyance and a meta-analysis showed a significant noise-related increase in myocardial infarctions from continuous daytime noise levels of 60 dB(A) upwards (4, 5). No studies exploring a relationship with aircraft noise are available. This association is therefore not examined more closely. There is no doubt, however, that every increase in arterial hypertension can lead to more infarctions and strokes.

Hypertensive disease

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In pathophysiological terms, the development of noise-related hypertension is regarded as the consequence of impaired recovery processes. Noise-related stress persisting over long periods can lead to the exhaustion of compensatory mechanisms and a decrease in the body's regulatory capacity. In many cases, therefore, health effects of chronic noise-related stress only begin to appear after 5 to 15 years (6). Chronic arterial hypertension affects a large segment of the population and is a major risk factor for myocardial infarction and stroke. At least every third adult has blood pressure values above the optimal range and an increase from "optimal" to still normal blood pressure values doubles the risk of stroke or myocardial infarction (7).

In 2001, Rosenlund evaluated aircraft noise exposure for 2959 adults based on an address-specific search and found an association between the increase in raised blood pressure and a continuous 24 h aircraft noise level (FBN) above 55 dB(A) and at maximum levels above 72 dB(A) (8).

Eriksson et al. studied 2037 men in the 40 to 60 year age group over a 10 year period (9, e1). The continuous noise levels (FBN) were determined for exact addresses using a geo-information system (GIS technology). The presence of hypertension was documented by repeated medical examinations including blood pressure measurements and a questionnaire about cardiovascular treatments and risk factors. Exposure to aircraft noise above 50 dB(A) (FBN) was associated with a significant 20% increase in the risk of hypertension (table 2).

Noise Level (dB(A))	Number of HT Sufferers
...	...

[Table 2](#)

Relationship between aircraft noise annoyance and number of hypertension sufferers (HT)

The special significance of nocturnal noise exposure for the development of hypertension is demonstrated by the HYENA study (10, e2), which studied 4861 adults aged 45 to 70 years living in the close vicinity of 6 European airports. The continuous noise levels were determined to an accuracy

of 1 dB for exact addresses, separately for the day and night. The presence of hypertension was determined by repeated blood pressure measurements and a questionnaire about cardiovascular treatments. The prevalence of hypertension adjusted for age and gender was between 49% and 57% in the countries concerned. A 10 dB increase in the continuous night-time noise level was found to be significantly associated with a 14% increase in the probability of being diagnosed with hypertension. The first significant level class was 40 to 44 dB(A). The chance of becoming ill also increased slightly with continuous daytime noise levels, but was not statistically significant.

A Swedish study ([11](#), [e3](#)) demonstrated a close association between noise level, hypertension, and use of blood pressure lowering medications ([figure 1](#)). 1953 volunteers aged between 18 and 75 years from a random sample were studied. The feedback rate was 71%. All volunteers were exposed to a traffic induced continuous noise level (road, rail, air traffic) of at least 45 dB(A) over 24 h. The noise exposure was determined for exact addresses (GIS technology) and compared with medical diagnoses of hypertension elicited by a questionnaire ([figure 1](#)).

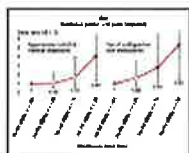


Figure 1

Odds ratio for hypertension and use of antihypertensive medications in men with a residence period of at least 10 years as a function of exposure to road, aircraft, and rail traffic noise. Adjusted for age, gender, smoking, body mass index, marital status, ...

Increased medication consumption associated with aircraft noise exposure was also revealed by a Dutch study with 11 812 participants. In this case, however, exposure was only recorded approximately by means of zip codes ([12](#)). In this case the clearest increase in consumption was associated with evening noise, which could be due to the legal restrictions on night flight activity in Amsterdam.

The largest study of medication use was performed in the vicinity of Cologne/Bonn Airport (Germany). Individual prescription data of 809 379 persons insured with statutory health insurance companies were linked to address-specific aircraft and road traffic noise exposure data (GIS technology) ([13](#), [e4](#)). The study revealed significant relationships between the intensity of aircraft noise and the number of antihypertensive medications prescribed per patient. The increase in prescription prevalence correlated most clearly with night-time aircraft noise between 3 and 5 a.m., since the highest nocturnal aircraft noise exposure occurs at Cologne/Bonn Airport during this period. For this time window, antihypertensive medications for women were already prescribed 27% significantly more often at a continuous aircraft noise level of 40 to 45 dB(A) and 66% significantly more often at 46 to 61 dB(A). For men, the significant increase in prescription prevalence was 24% at continuous noise levels of 46 to 61 dB(A).

Significant exposure dose-effect associations were detected, i.e. the more noise, the more medications were prescribed ([figure 2](#)).

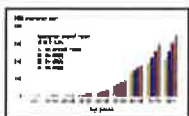


Figure 2

Prescription of antihypertensive medications in relation to increasing night-time noise exposure in women compared to women without aircraft noise in quiet residential areas with a nocturnal road and rail traffic noise level of <35 dB(A). Adjusted

...

As regards the prodromal stages of chronic hypertensive disease, a time-series study performed in the vicinity of Frankfurt Airport in Germany showed that a relationship between the day-to-day variations

in aircraft noise and morning blood pressure is also present in the physiological range. Two groups exposed to a continuous nocturnal outdoor air traffic noise level of 50 dB(A) were compared for three months: the West group was exposed for 75% of the time, the East group for 25% of the time. The evaluation of altogether 8266 blood pressure measurements in 53 persons showed that blood pressure was statistically significantly higher by a mean 10/8 mmHg in the West group compared to the East group. The West group was also found to have a reduced relaxation ability insofar as the "less noisy" periods were no longer perceived as such as a consequence of the noise related stress (14).

There are no epidemiological studies with results that contradict an increase in hypertension due to aircraft noise.

Learning difficulties

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Noise can impair human mental performance without detectable organic damage. Stansfeld et al. studied 2844 children aged 9 to 10 years in 89 schools. These children showed a significant relationship between the deterioration in silent reading comprehension and certain memory performances and increasing aircraft noise exposure at schools (15). Reading comprehension showed a linear decrease with increasing noise (figure 3 a), while the subjective annoyance showed a logarithmic increase (figure 3 b).

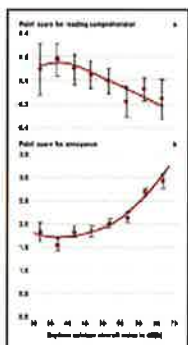


Figure 3

Association of aircraft noise and reading comprehension.

An earlier longitudinal study in 9- to 13-year-olds in Munich, Germany, produced similar results (16, e5, e6), while a study in 11-year-olds from 2002 (e7) showed that socioeconomic factors could be responsible for the learning impairments. In the Stansfeld study, the relationships demonstrated remained statistically significant after adjustment for mother's education, socioeconomic status, longstanding illness, and extent of classroom insulation against noise (15). Children had a one- to two-month reading delay per 5 dB(A) increase in aircraft noise (15, e8–e10). There are no studies that contradict these findings.

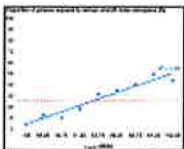
Annoyance

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Aircraft noise annoyance is evaluated in Europe mainly by means of meta-analyses of the kind submitted by Miedema et al. (17, e11). The studies on which they are based, however, are more than 25 years old in relation to the year 2007.

The air traffic investigated in these studies and the types of aircraft operating at that time are hardly comparable with the present day situation at passenger airports. A new study performed in the vicinity of Frankfurt Airport revealed that 64% of the survey sample felt themselves exposed to moderate to extreme aircraft noise annoyance, compared to only 23% in the rest of the state of Hesse. The survey sample classified aircraft noise as the most objectionable source of noise (18, 19, e12): the higher the aircraft noise level, the greater was the annoyance (figure 4).

Figure 4



Proportion of persons exposed to serious aircraft noise annoyance a continuous daytime noise level (L_{eq} , 16 h) calculated by the 100% rule. According to the 100% rule, an envelope is formed from the noise of the airport and West operation ...

At a continuous daytime outdoor noise level of 53 dB(A), 25% of local residents considered themselves exposed to a serious noise annoyance. In the relevant legislation, this percentage is defined as the beginning of considerable annoyance ([e13](#)). A comparison of the 25% annoyance curve of Frankfurt with that of other European airports shows that the Frankfurt values are in the mid-range of more recent studies. It may therefore be assumed that the noise associated with the anticipated extension is not greatly overestimated ([figure 5](#)). The aircraft noise was perceived as a particular nuisance in the night and in the off-peak hours, i.e., in the morning and evening. In addition, aircraft noise was perceived as a much greater annoyance at the weekends than during the week ([19](#)) ([figure 5](#)).

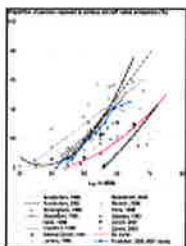


Figure 5

Dose-response data of 11 studies on the proportion of exposure to serious aircraft noise annoyance ([18](#), [e17](#)). Studies were selected which were based on L_{dn} levels. L_{dn} is a continuous 24 h noise level at which the continuous night-time noise level (10 ...

The boundary to considerable annoyance is now established at much lower continuous aircraft noise levels than in previous studies. Guski et al. already mentioned in 2004 that between 1960 and 1995 the continuous noise level decreased by about 8 dB(A) with the same level of annoyance ([20](#)). Today the boundary at which 25% of the average population feel seriously affected is approximately another 8 dB(A) lower. High mobility figures, sensitization by years of stress and the refined study methodologies are under discussion as reasons for this decrease.

Nocturnal noise

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In the HYENA study, an increase in blood pressure requiring treatment was significantly associated with a continuous nocturnal aircraft noise level of 40 to 44 dB(A), compared to an exposure below 35 dB(A). In the Eriksson study ([9](#)) in the 40 to 60 year age group of volunteers, a risk increase was associated with a nocturnal aircraft noise level from about 40 dB(A) upwards, assuming an 8% night air traffic and 20% evening air traffic distribution. The Cologne medication study yielded similar threshold values. In this case, a significant increase in prescriptions for antihypertensive medications was already associated with nocturnal exposure, between 3 and 5 a.m., in the range of 40 to 45 dB(A) in women and of 46 to 61 dB(A) in men. Health is therefore impaired at the latest by a continuous nocturnal aircraft noise level of 50 dB(A). From this level onwards, organic diseases and functional disorders with a positive exposure-effect relationship are to be expected. As with other injurious environmental factors, a certain distance from this level must be maintained. In 2001, a night-time level of 45 dB(A) was recommended as a prophylactic value by the great majority of German noise researchers ([21](#)). Recent epidemiological studies confirm this estimate.

Whereas a nocturnal health hazard was formerly evaluated on the basis of awakening reactions, principal emphasis is now placed on the increased incidence of cardiovascular diseases associated with night-time noise ([2](#)). Assessing the hazard solely on the basis of awakening reactions is not acceptable because long-term health impairments cannot be ruled out when using this approach ([2](#)).

Daytime noise

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Associations are also detectable for daytime noise annoyance. Increased use of antihypertensive medications was significant in the level class $L_{eq, 16\text{ h}}$ at approx. 57.5 to 61.5 dB(A) during the daytime (11). Impairment of cognitive abilities of schoolchildren was exposure related and began at continuous outdoor aircraft noise levels above 45 dB(A) (16). Aircraft noise levels causing serious annoyance for 25% of the average population are classified in Germany as the upper limit of acceptable noise annoyance. In the Frankfurt study on noise annoyance, the boundary to considerable annoyance was defined as a continuous daytime noise level of 53 dB(A). The risk of health impairments therefore begins at the latest at continuous daytime noise levels of 60 dB(A). In terms of sensitivity, off-peak times during the day are to be classified as between the daytime and night-time value.

Discussion

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The guide values determined are consistent with the findings and recommendations of German and international noise research (2, 21). The authors consider a publication bias unlikely because the large studies are usually already known while they are in progress and before results have been determined. Major deviations are revealed by the "synopsis" report commissioned by the company that runs Frankfurt Airport (22, 23). Since this summarizing assessment is frequently considered judicially to represent the current state of knowledge, a comparison with recent epidemiological findings is provided in [table 3](#).

[Table 3](#)

Comparison of Frankfurt "synopsis" report and epidemiological findings

The "synopsis" report is based on the following definitions, among others:

- A critical tolerance value states that health hazards or impairments can no longer be ruled out.
- A preventive guide value defines when health hazards are largely ruled out ([table 3](#)).

In their publication of 2007, the authors of the Frankfurt "synopsis" see no reason to depart from the previous conclusions (23).

The higher values of still acceptable noise exposure can be explained to a great extent by the fact that the less suitable and in most cases old laboratory studies and the occurrence of night-time awakening reactions continue to be regarded as authoritative in the report. According to the new epidemiological studies, continuous daytime outdoor noise levels of 60 dB(A) and night-time levels of 50 dB(A) should not be exceeded in residential areas in order to extensively rule out damage to health. Vulnerable groups, especially children, the elderly, and the chronically ill may already be affected at levels below those tolerated by average persons. On medical criteria, a prophylactic outdoor value of 55 dB(A) (daytime) and 45 dB(A) (night-time) is therefore considered desirable. At about 55 dB(A) during the day it is to be assumed that 25% of persons will feel exposed to a serious noise annoyance.

Annoyance for awake persons can only be prevented by reducing aircraft noise (18, 19). The same presumably applies for the prevention of organic diseases and learning difficulties. Passive noise protection measures such as soundproof windows are not sufficient. Sleeping with closed, soundproof windows must also be regarded as hygienically questionable (24). Air change rates tend towards zero with closed windows. The DIN 1946-2 and DIN 1946-6 standards specify 0.15 percent by volume (1500 ppm) as the upper limit for CO₂ concentrations in living spaces ([e14–e16](#)). This value is already exceeded after the first hours of sleep when windows are closed ([box 2](#)).

Box 2

Noise protection areas

The German Aircraft Noise Protection Act in the version of 30 October 2007 defines noise protection zones (NPZ) on the basis of continuous sound levels and maximum night-time level criteria. For new or substantially altered airports, the daytime protection areas begin at a continuous sound level of 60 dB(A). This represents NPZ 1. At night, the protection zone begins at a continuous sound level of 53 dB(A), from 2011 of 50 dB(A). From this level onwards, claims for damages for passive noise protection are possible. It is not yet clear what consequences the recently adopted Aircraft Noise Act has for persons living in the airport vicinity in terms of entitlement to active noise protection. Ekardt and Seidel take the view that the limits defined in the Act are only minimum standards that do not rule out the introduction of stricter requirements for planning purposes (25). Based on these considerations and considering that the protection of health is guaranteed by the Basic Law, these results are of major relevance. The Aircraft Noise Act is to a great extent based on the state of scientific knowledge existing in the year 1999 when the first draft of the Amending Act was prepared.

Health hazards caused by aircraft noise can be most reliably identified from epidemiological field studies. The investigations conducted in recent years show distinctly lower guide values for health hazards, learning difficulties, and annoyance than previous assumptions on which the German Aircraft Noise Act is also based. Against this background, a warning must be issued from the medical viewpoint regarding a further increase in the widespread disease of hypertension associated with exposure to noise.

Acknowledgments

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Translated from the original German by mt-g.

Footnotes

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Conflict of interest statement

The authors declare that no conflict of interest exists according to the guidelines of the International Committee of Medical Journal Editors.

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ATTACHMENT 7
Article, ScienceDaily
Airport Noise Affects

Science News

from research organizations

Airport Noise Can Seriously Affect The Health And Psychological Well-Being Of Children**Date:** March 6, 1998**Source:** Cornell University News Service

Summary: The constant roar from jet aircraft can seriously affect the health and psychological well-being of children, according to a new Cornell University study. The health problems resulting from chronic airport noise, including higher blood pressure and boosted levels of stress hormones, the researchers say, may have lifelong effects.

Share:      **FULL STORY**

ITHACA, N.Y. -- The constant roar from jet aircraft can seriously affect the health and psychological well-being of children, according to a new Cornell University study. The health problems resulting from chronic airport noise, including higher blood pressure and boosted levels of stress hormones, the researchers say, may have lifelong effects.

"This study is probably the most definitive proof that noise causes stress and is harmful to humans," says Gary Evans, a professor of design and environmental analysis in Cornell's College of Human Ecology. This is, he says, the first longitudinal study of noise and human beings to look at the same group of individuals before and after noise pollution.

Other studies have been cross sectional, comparing people exposed to noise to well-matched controls who were not subjected to noise. Evans, an environmental psychologist and an international expert on environmental stress (such as noise, crowding and air pollution) and his German and Swedish colleagues, Monika Bullinger and Staffan Hygge, respectively, reported their findings in the January issue of "Psychological Science", published by the American Psychological Association.

The researchers looked at 217 third- and fourth-grade children in rural areas 22 miles from Munich, Germany, before and after the opening of a new airport.

About half the children live in an area under the flight path of the new international airport; the others, who were matched for age, parental jobs, family size and socioeconomic status, live in quiet areas. The children were tested for blood pressure, stress hormone levels and quality of life six months before the airport was completed as well as six and 18 months after it opened.

The children in the chronic noise group experienced modest but significant increases in blood pressure and significant increases in stress hormones (epinephrine, norepinephrine and cortisol) while the children in the quiet areas experienced no significant changes. Eighteen months after the airport opened, the children exposed to the chronic aircraft noise also reported a significant decline in their quality of life.

"Although the increases in blood pressure were modest in the children living under the flight path, they may predict a greater likelihood of having higher blood pressure throughout adulthood," says Evans. There are indications, he says, that elevated blood pressure in childhood predicts higher blood pressure later in life.

Boosts in stress hormones also are of concern because they indicate that noise induces physiological stress. These hormones are linked to adult illnesses, some of which are life-threatening, including high blood pressure, elevated lipids and cholesterol, heart disease and a reduction in the body's supply of disease-fighting immune cells.

Evans' and his colleagues' new study adds powerful evidence to cross-sectional and animals studies which have shown higher stress levels in children and adults working and living in chronically noisy environments.

Evans also reported last year that New York children living near an international airport tended to be poor listeners and did not read as well as matched children in quiet schools. Later this year, Evans hopes to report on how chronic noise affects reading, learning and mental health in the Munich study group.

The study was supported, in part, by the Society for the Psychological Study of Social Issues, the National Institutes of Health, the Nordic Scientific Group for Noise Effects, the Swedish Environmental Protection Agency and the German Research Foundation.

Story Source:

Materials provided by **Cornell University News Service**

. *Note: Content may be edited for style and length.*

Cite This Page:

MLA APA Chicago

Cornell University News Service. "Airport Noise Can Seriously Affect The Health And Psychological Well-Being Of Children." ScienceDaily. ScienceDaily, 6 March 1998. <www.sciencedaily.com/releases/1998/03/980306043455.htm>.

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Parker Brown, MedPage Today, 2015

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City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-A.

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, Assistant City Attorney
SUBJECT: Letter to the Federal Aviation Administration

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the draft letter to the FAA Administrator; OR
2. Make such changes as may be appropriate and authorize the Mayor to sign and send the draft letter to the FAA Administrator; and
3. Take such additional, related action that may be desirable.

BACKGROUND:

In August, the City Council asked that the City Attorney's office draft a demand letter to the FAA regarding the overflights of commercial aircraft within the City's jurisdiction. Such action was made in concert with proposed changes to the Monterey Park Municipal Code ("MPMC") to demonstrate the City Council's resolve in reducing the impacts of such overflights.

Attached for City Council consideration is a draft letter to the FAA Administrator. Also included as an attachment is an overview of the legislation referenced in the letter (HR 598) and a copy of the membership page for the Quiet Skies Caucus in the United States Congress (which is copied on the draft letter).

Respectfully submitted by:


Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

1. Draft letter
2. HR 598
3. Quiet Skies Caucus membership

ATTACHMENT 1

Draft letter

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council

Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

Mr. Michael P. Huerta
Administrator
Federal Aviation Administration
800 Independence Ave., SW
Washington, DC 20591

RE: Nuisance Aircraft
City of Monterey Park, California

Dear Mr. Huerta:

I write to you on behalf of the Monterey Park City Council and the more than 61,000 residents in the City of Monterey Park. We demand that the FAA take immediate action to curtail, or significantly reduce, the impact of aircraft flying over our City.

Aside from the visual blight of low-flying aircraft and the accompanying air pollution, the noise generated by aircraft landing at Los Angeles International Airport ("LAX") is a public nuisance and seriously affects public health and safety. Multiple studies demonstrate that such noise contributes to hypertension and cardiac events in humans. Indeed, the effects of aircraft on human health is one of the reasons for the introduction of the Airplane Impacts Mitigation Act of 2017 (HR 598) in January 2017 (the "Act"). The Act, if adopted, will direct the FAA Administrator to conduct studies regarding aircraft overflight impacts on asthma exacerbation, sleep disturbance, stress, and elevated blood pressure. Regrettably, the Act does not specifically identify LAX for study. We urge you, however, to include LAX should the Act become effective.

Statistics provided by Los Angeles World Airports demonstrate that there has been more than a 10% increase in aircraft flying over Monterey Park since 2012. While the percentage seems small, this translates into approximately 15,000 more flights between 2012 and 2016. That means 15,000 more flights that interfere with the peace and quiet of our community.

City representatives have met with FAA representatives on many occasions. Nothing has been done to increase the altitude of overflights or reduce the noise generated by aircraft.

The City Council seeks changes to federal law governing aircraft. Specifically, the City Council

demands the following changes:

- The FAA should exercise its existing authority under 49 U.S.C. § 40103(b)(2) and 49 U.S.C. § 44715 to establish a noise standard for all commercial aircraft. Such a noise standard would be classified as a “noise control requirement” under 42 U.S.C. § 4911(f) and, accordingly, would allow citizens to bring suit against persons violating those standards. Owners of aircraft that violate the standard would be subject to graduated penalties based upon violations.
- Similarly, 49 U.S.C. § 47503 should be amended to read: “an airport operator shall submit to the Secretary of Transportation a noise exposure map ...”; and § 47504 should be amended to state that an airport operator “shall submit a noise compatibility program to the Secretary of Transportation” These changes should be combined with an additional amendment to 49 U.S.C. § 47504 substantially stating that “a noise exposure map and noise compatibility program constitute a “noise control requirement” pursuant to § 4911(f).” This too would allow citizen suits for violators.

Further, the City Council demands that the FAA take immediate action to require the Southern California Metroplex – particularly LAX – to implement the Next Generation Air Transportation System (“NextGen”) including, without limitation, Performance Based Navigation (PBN). In doing so, however, the FAA must take action to limit negative impacts on the human environment in the vicinity of an affected airport. To ensure community participation, the FAA should promulgate methods for soliciting public input and providing for procedures to appeal FAA decisions.

Finally, the City Council demands that the FAA ensure that all commercial aircraft are equipped with the most modern navigation equipment, e.g., Area Navigation (RNAV) (which enables aircraft to fly on any desired flight path rather than being constrained to an airway) and Required Navigation Performance (RNP) equipment (which provides onboard navigation capability that allows aircraft to fly a precise flight path). FAA documentation state that these types of navigation aids will help reduce the impacts of commercial aircraft overflights.

I look forward to the FAA’s prompt response to the City’s demands. Please contact me or City Manager Ron Bow should you have any questions.

Sincerely,

Mayor Teresa Real Sebastian

C: Quiet Skies Caucus c/o:
Hon. Judy Chu

ATTACHMENT 2

HR 598

115TH CONGRESS
1ST SESSION

H. R. 598

To require the Administrator of the Federal Aviation Administration to commission a study of the health impacts of airplane flights on affected residents of certain metropolitan areas, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 20, 2017

Mr. LYNCH (for himself, Mr. QUIGLEY, Mr. GALLEGO, Mr. CAPUANO, Ms. CLARK of Massachusetts, Ms. SINEMA, Mr. JEFFRIES, Mr. BEYER, Ms. ESHOO, Mr. CROWLEY, Ms. MENG, Ms. SPEIER, Ms. NORTON, Mr. LIPINSKI, Ms. SCHAKOWSKY, Mr. PETERS, Mr. TED LIEU of California, Miss RICE of New York, and Mr. SUOZZI) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure

A BILL

To require the Administrator of the Federal Aviation Administration to commission a study of the health impacts of airplane flights on affected residents of certain metropolitan areas, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Airplane Impacts Miti-
5 gation Act of 2017” or the “AIM Act of 2017”.

1 **SEC. 2. STUDY OF HEALTH IMPACTS OF OVERFLIGHTS.**

2 (a) IN GENERAL.—Not later than 180 days after the
3 date of enactment of this Act, the Administrator of the
4 Federal Aviation Administration shall enter into an agree-
5 ment with an eligible institution of higher education to
6 conduct a study of the health impacts of airplane flights
7 on residents exposed to a range of noise and air pollution
8 levels from such flights.

9 (b) SCOPE OF STUDY.—The study conducted under
10 subsection (a) shall—

11 (1) examine the health impacts of airplane
12 flights on residents, including asthma exacerbation,
13 sleep disturbance, stress, and elevated blood pres-
14 sure;

15 (2) focus on residents in not more than eight
16 metropolitan areas, including—

17 (A) Boston;

18 (B) Chicago;

19 (C) New York;

20 (D) the Northern California Metroplex;

21 (E) Phoenix; and

22 (F) not more than three additional metro-
23 politan areas, chosen at the discretion of the
24 Administrator, that each contain at least one
25 international airport;

1 (3) consider in particular the health impacts on
2 residents living partly or wholly within the land area
3 underneath the flight paths most frequently used by
4 aircraft flying, including during takeoff or landing,
5 at an altitude lower than 10,000 feet; and

6 (4) consider only those health impacts that
7 manifest during the physical implementation of the
8 NextGen RNAV program on flights departing from
9 or arriving at an international airport located in one
10 of the metropolitan areas described in paragraph
11 (2).

12 (c) ELIGIBILITY.—An institution of higher education
13 is eligible to conduct the study if the institution—

14 (1) has a school of public health that has par-
15 ticipated in the Federal Aviation Administration
16 Center of Excellence for Aircraft Noise and Aviation
17 Emissions Mitigation (PARTNER);

18 (2) has a Center for Environmental Health that
19 receives funding from the National Institute of Envi-
20 ronmental Health Sciences;

21 (3) is located in one of the areas within the
22 scope of the study described in subsection (b);

23 (4) applies to the Administrator in a timely
24 fashion;

1 (5) demonstrates to the Administrator's satis-
2 faction that the institution is qualified to conduct
3 such a study;

4 (6) agrees to submit to the Administrator, not
5 later than 2 years after entering into an agreement
6 under subsection (a), the findings and conclusions of
7 the study as well as any source materials used; and

8 (7) meets such other requirements as the Ad-
9 ministrator may determine to be necessary.

10 (d) REPORT.—Not later than 60 days after the Ad-
11 ministrator receives the study under subsection (a), the
12 Administrator shall submit to Congress a report con-
13 taining the findings and conclusions of the study.

○

ATTACHMENT 3

Quiet Skies Caucus

Congressional Quiet Skies Caucus Members

Karen	Bass	CA-37	D
Donald	Beyer	VA-8	D
Michael	Capuano	MA-7	D
Judy	Chu	CA-27	D
Katherine	Clark	MA-5	D
Yvette	Clarke	NY-9	D
Mike	Coffman	CO-6	R
Joseph	Crowley	NY-14	D
Susan	Davis	CA-53	D
Keith	Ellison	MN-5	D
Anna	Eshoo	CA-18	D
Ruben	Gallego	AZ-7	D
Raul	Grijalva	AZ-3	D
James	Himes	CT-4	D
Hakeem	Jeffries	NY-8	D
Barbara	Lee	CA-13	D
Ted	Lieu	CA-33	D
Daniel	Lipinski	IL-3	D
Alan	Lowenthal	CA-47	D
Stephen	Lynch	MA-8	D
	<i>V-Chair</i>		
Gregory	Meeks	NY-5	D
Grace	Meng	NY-6	D
Grace	Napolitano	CA-32	D
Eleanor	Norton	(DC)	D
Holmes	<i>Co-chair</i>		
Jimmy	Panetta	CA-20	D
Scott	Peters	CA-52	D
Jared	Polis	CO-2	D
Mike	Quigley	IL-5	D
	<i>V-Chair</i>		
Jamie	Raskin	MD-8	D
Kathleen	Rice	NY-4	D
A. Dutch	Ruppersberger	MD-2	D
Janice	Schakowsky	IL-9	D
Adam	Schiff	CA-28	D
David	Scott	GA-13	
Kyrsten	Sinema	AZ-9	D
Adam	Smith	WA-9	D
Darren	Soto	FL-9	D
Jackie	Speier	CA-14	D
Tom	Suozzi	NY-3	D
	<i>Co-Chair</i>		



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-B.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Interim Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
September 6, 2017

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **September 6, 2017 totaling \$3,238,823.98** specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **315694-315985** and e-Payables numbered **000730-000745**.

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

FISCAL IMPACT:

Disbursements from all funds total **\$3,238,823.98.**

Respectfully submitted:

Approved By:



Annie Yaung, CPFO
Interim Director of Management Services

Ron Bow
City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
6TH DAY OF SEPTEMBER 2017
TOTALING \$3,238,823.98 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 369,790.66
Retirement Fund	4,250.00
State Gas Tax Fund	3,626.89
Refuse Fund	430,023.61
City Shop Fund	64,806.94
Separation Benefits Fund	4,745.18
Technology Internal Service Fund	10,000.00
Public Safety Impact Fee	3,739.40
Special Deposits Fund	21,318.92
Workers Comp. Fund	6,047.00
Water Fund	29,012.46
Water Treatment Fund	413,824.12
OPA Proposition A	3,252.34
Measure R Fund	17,867.06
Library Tax Fund	501.64
STC Standards/Training/Corrections	48.54
POST	3,578.28
Home Housing Program	4,281.91
Recreation Fund	3,730.70
Asset Forfeiture	6,391.60
Prop C	28,000.00
CDBG Fund	842.11
Maintenance District 93-1	2,454.51
Bulletproof Vest police Grant	314.09
AB109 Task Force Grant	128.81
Maintenance Grant (075)	2,728.50
ELAC Instructional Serv Prog	8,879.10
CA Council For The Humanities	213.66
Literacy Trust Grant	32.00
Ground Emergency Medical Transport	1,059.00
Integrated Regional Water Mgmt	1,793,334.95
 TOTAL	 \$ 3,238,823.98

PASSED, APPROVED AND ADOPTED THE 6TH DAY OF SEPTEMBER 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

Vincent D. Chang, City Clerk
City of Monterey Park, California

RESOLUTION NO.
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 6th of September 2017 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

5

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
44 NEW ENGLAND MGMT CO (DBA) COURT	0010-801-3104-31950	720.92	POLICE TRAINING		315694	720.92
ROBERTO A AGUIRRE	0010-801-6502-38400	1,158.96	REIMBURSE OFFICE CHAIRS		315695	1,158.96
ALL AMERICAN LEADERSHIP	0349-801-3201-39400	3,500.00	FIRE TRAINING		315713	3,500.00
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	09/17 MEDICAL INSURANCE		315714	3,431.45
AT & T	0010-801-3113-32050	41.48	PHONE SERVICE		315715	41.48
	0010-801-3113-32050	40.43	PHONE SERVICE		315741	
	0010-801-3201-32050	47.08	PHONE SERVICE		315741	87.51
AT&T	0010-801-3112-32050	1,472.46	INTERNET/PHONE SERVICE		315742	
	0010-801-3230-32050	1,092.91	INTERNET/PHONE SERVICE		315742	
	0010-801-1404-32050	591.64	INTERNET/PHONE SERVICE		315742	
	0043-801-1404-32050	435.95	INTERNET/PHONE SERVICE		315742	
	0092-801-1404-32050	529.36	INTERNET/PHONE SERVICE		315742	4,122.32
	0010-801-1301-32050	19.83	INTERNET/PHONE SERVICE		315743	
	0010-801-1404-32050	127.54	INTERNET/PHONE SERVICE		315743	
	0010-801-1408-32050	931.83	INTERNET/PHONE SERVICE		315743	
	0010-801-1801-32050	17.97	INTERNET/PHONE SERVICE		315743	
	0010-801-3112-32050	3,164.26	INTERNET/PHONE SERVICE		315743	
	0010-801-3113-32050	17.97	INTERNET/PHONE SERVICE		315743	
	0010-801-3201-32050	952.45	INTERNET/PHONE SERVICE		315743	
	0010-801-4209-32050	284.27	INTERNET/PHONE SERVICE		315743	
	0010-801-6001-32050	269.64	INTERNET/PHONE SERVICE		315743	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

6

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-6502-32050	172.84	INTERNET/PHONE SERVICE		315743	
	0010-801-6517-32050	19.86	INTERNET/PHONE SERVICE		315743	
	0022-801-4206-32050	430.25	INTERNET/PHONE SERVICE		315743	
	0043-801-1404-32050	80.75	INTERNET/PHONE SERVICE		315743	
	0092-801-1404-32050	98.05	INTERNET/PHONE SERVICE		315743	
	0092-801-4222-32050	529.63	INTERNET/PHONE SERVICE		315743	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		315743	
	0169-801-2201-32050	86.52	INTERNET/PHONE SERVICE		315743	
						7,273.00
BANKCARD CENTER	0010-801-1101-39400	103.20	07/17 STMT-COUNCIL REFRESHMEN		315716	
	0010-801-1201-39300	237.50	07/17 STMT-MEMBERSHIP		315716	
	0010-801-1201-39400	113.65	07/17 STMT-COUNCIL REFRESHMEN		315716	
	0010-801-1403-39300	265.00	07/17 STMT-MEMBERSHIP		315716	
	0010-801-1703-24100	114.75	07/17 STMT-RUBBER STAMP		315716	
	0010-801-1704-39300	917.38	07/17 STMT-DATABASE SUBSCRIPTN		315716	
	0010-801-1801-22670	2,556.57	07/17 STMT-EE LUNCHEON		315716	
	0010-801-1801-33200	342.08	07/17 STMT-ICMA TRAINING		315716	
	0010-801-1801-39300	184.00	07/17 STMT-MEMBERSHIP		315716	
	0010-801-1801-39400	1,079.00	07/17 STMT-TEAM BUILDING MEAL		315716	
	0010-801-1801-39550	420.95	07/17 STMT-RATER REFRESHMENT		315716	
	0010-801-3101-22650	10.00	07/17 STMT-SUBSCRIPTION		315716	
	0010-801-3103-22750	107.48	07/17 STMT-LEADERSHIP TRAINING		315716	
	0010-801-3210-22750	113.91	07/17 STMT-KEY HOLDER		315716	
	0010-801-3230-38400	329.97	07/17 STMT-PROJECTOR BLUBS		315716	
	0010-801-3230-39460	1,939.97	07/17 STMT-EMERGENCY FOOD		315716	
	0010-801-6508-24150	84.45	07/17 STMT-TEST MESSAGE SERVIC		315716	
	0109-801-6511-22750	149.00	07/17 STMT-CELL PHONE HOLDERS		315716	
	0010-850-1403-39400	822.51	07/17 STMT-CALPERS WORKSHOP		315716	
	0071-801-3210-38400	742.50	07/17 STMT-MCU SUPPORT/REPAIR		315716	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0075-450-0075-08325	334.25	07/17 STMT-ENVELOPES (TRUST)		315716	
	0075-450-0075-08640	159.48	07/17 STMT-MPK TV CABLE (TRUST)		315716	
	0092-801-4221-24150	29.99	07/17 STMT-SUBSCRIPTION		315716	
	0349-801-3201-39400	296.00	07/17 STMT-FIRE TRAINING		315716	11,453.59
BARTEL ASSOCIATES LLC	0012-850-5102-31850	4,250.00	OPEB VALUATION	17-0520	315717	4,250.00
BREN-TRONICS, INC.	0010-801-3103-22750	687.91	ROBOT BATTERIES		315696	687.91
CALIFORNIA PEACE OFFICERS' ASSOCIATION	0136-801-3101-33250	190.00	POST TRAINING		315697	190.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	0160-801-3101-39400	1,250.00	WOMEN LEADERS IN LAW ENFORCEMENT		315744	1,250.00
CHARTER COMMUNICATIONS	0010-801-6502-32050	81.18	INTERNET/CABLE SERVICE		315698	
	0010-801-6502-32050	81.18	INTERNET/CABLE SERVICE		315698	
	0010-801-6505-38400	113.90	INTERNET/CABLE SERVICE		315698	276.26
	0010-801-3230-32050	131.95	INTERNET/CABLE SERVICE		315718	
	0010-801-3210-32050	91.32	INTERNET/CABLE SERVICE		315718	
	0010-801-3210-32050	92.66	INTERNET/CABLE SERVICE		315718	315.93
	0010-801-1404-32050	34.07	INTERNET/CABLE SERVICE		315745	
	0010-801-3112-32050	65.32	INTERNET/CABLE SERVICE		315745	
	0043-801-1404-32050	25.10	INTERNET/CABLE SERVICE		315745	
	0092-801-1404-32050	30.48	INTERNET/CABLE SERVICE		315745	
	0010-801-4210-38400	129.98	INTERNET/CABLE SERVICE		315745	
	0010-801-4210-38400	91.32	INTERNET/CABLE SERVICE		315745	376.27

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CITY OF MONTEREY PARK	0092-450-0092-09000	9,512.00	REFUND-WATER DEPOSIT		315746	
	0092-701-0092-07510	8,592.17-	WATER USAGE		315746	
	0092-701-0092-07510	416.54	REFUND-WATER PAYMENT		315746	1,336.37
COUNTY OF LOS ANGELES	0010-801-3220-41100	120.00	FIRE PARAMEDIC RECERTIFICATION		315699	120.00
GUNTHER CRUZ	0136-801-3101-33250	18.00	POST TRAINING		315719	18.00
DIRECTV, LLC	0010-801-3230-32050	131.24	EOC SERVICES		315747	131.24
DISCOUNT SCHOOL SUPPLY	0010-801-6506-22550	1,195.37	DAY CARE CRAYOLA, PAPER, CHALK		315700	1,195.37
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	169.32	SPECIAL EVENT INSURANCE (TRUST)		315701	169.32
ECONOLITE CONTROL PRODUCTS, INC	0092-801-4221-21350	65.25-	VOID CHECK		314711	65.25-
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSE RENEWAL		315748	200.00
GABRIEL ESCARSEGA	0136-801-3101-33250	50.00	POST TRAINING		315702	50.00
EVA R CHAVEZ	0092-701-0092-07510	3,081.16	REFUND WATER BILL		315703	3,081.16
EXPRESS SERVICE, INC	0010-801-4202-11300	771.40	TEMPORARY STAFFING SERVICES		315704	
	0010-801-4202-11300	619.15	TEMPORARY STAFFING SERVICES		315704	
	0010-801-4202-11300	801.85	TEMPORARY STAFFING SERVICES		315704	
	0010-801-4202-11300	649.60	TEMPORARY STAFFING SERVICES		315749	
	0010-801-4202-11300	791.70	TEMPORARY STAFFING SERVICES		315749	2,192.40

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,441.30
DENISE FERRARI	0010-801-3104-31950	200.00	POLICE TRAINING		315705	200.00
GONZALO GABRIEL	0136-801-3101-33250	24.78	POST TRAINING		315720	24.78
GOLDEN WEST COLLEGE	0136-801-3101-33250	698.00	POST TRAINING		315721	698.00
GOLDSTREET DESIGN AGENCY, INC	0092-801-4220-32200	4,355.49-	VOID CHECK	16-0693	309885	4,355.49-
ARLENE GUEVARA	0136-801-3101-33250	18.00	POST TRAINING		315722	18.00
BING HAN	0136-801-3101-33250	18.00	POST TRAINING		315706	18.00
SANDRA HIDALGO	0075-450-0075-08500	250.00	HOLLYWOOD BOWL TRIP (TRUST)		315723	250.00
ANDY HUYNH	0092-701-0092-07520	1,112.48-	VOID CHECK		309050	1,112.48-
I.C.B.O. L.A. BASIN CHAPTER	0010-801-1703-39300	100.00	BUILDING MEMBERSHIP		315750	100.00
INLAND LIBRARY SYSTEM	0075-450-0075-08250	30.00	EVERYTHING YA CONFERENCE-TRUST		315724	30.00
INTERWEST CONSULTING GROUP, INC	0010-701-0010-06100	18,600.00	PLAN CHECK SERVICES	18-0026	315707	18,600.00
	0010-701-0010-06100	3,570.00	PLAN CHECK SERVICES	18-0032	315751	3,570.00
SEBASTIAN JIMENEZ JR	0136-801-3101-33250	18.00	POST TRAINING		315708	18.00
SCOTT KELLEY	0060-801-4211-22250	222.77	REIMBURSE-STRIKE TEAM EXPENSES		315709	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						222.77
ALEX RICHARD KIES	0010-801-5002-88450	200.00	SUMMER CONCERTS PERFORMER		315725	200.00
						200.00
ROSA LECLERC	0306-801-3103-39400	8.46	PETTY CASH-WATER		315710	
	0010-801-3103-22750	63.38	PETTY CASH-REFRESHMENTS		315710	
	0010-801-3104-21200	17.39	PETTY CASH-CELL PHONE CASE		315710	
	0010-801-3111-22750	39.19	PETTY CASH-SHADE FOR K9 KENNEL		315710	
	0010-801-3104-33100	45.00	PETTY CASH-PARKING		315710	
	0132-801-3101-33300	48.54	PETTY CASH-PARKING		315710	
	0010-801-3102-22750	20.92	PETTY CASH-PEN, CLIP, VELCRO		315710	
	0010-801-3101-22750	21.54	PETTY CASH-CELL PHONE CASE		315710	
	0010-801-3102-22750	73.94	PETTY CASH-REFRESHMENTS		315710	
	0306-801-3103-39400	51.97	PETTY CASH-REFRESHMENTS		315710	
	0306-801-3103-39400	68.38	PETTY CASH-REFRESHMENTS		315710	
	0075-450-0075-08420	24.00	PETTY CASH-DRY CLEANING		315710	482.71
LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-850-5004-99323	1,182.85	MDC PARTS	17-0342	315726	1,182.85
WILLIAM LEON	0136-801-3101-33250	18.00	POST TRAINING		315727	18.00
ALEX J. MENA	0136-801-3101-33250	18.00	POST TRIANING		315728	18.00
	0136-801-3101-33250	500.00	POST TRAINING		315729	500.00
MONTEREY PARK PETTY CASH	0092-801-4221-21350	43.21	PETTY CASH-WATER CREW MEAL		315711	
	0060-801-3210-38400	15.71	PETTY CASH-CLEANER WAX		315711	
	0010-801-3210-22750	11.41	PETTY CASH-SCREW		315711	
	0010-801-3120-22670	15.00	PETTY CASH-REFRESHMENTS		315711	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0060-801-4211-22250	90.88	PETTY CASH-STRIKE TEAM FUEL		315711	
	0060-801-4211-22250	67.56	PETTY CASH-STRIKE TEAM FUEL		315711	
	0010-801-1403-39400	14.98	PETTY CASH-MILEAGE		315711	
	0092-801-4222-39300	90.00	PETTY CASH-WATER CERT RENEWAL		315711	
	0092-801-4220-39400	23.66	PETTY CASH-WATER CREW MEAL		315711	
	0010-801-4212-31500	94.00	PETTY CASH-MEETING REFRESHEMNT		315711	
	0010-801-4212-31500	60.00	PETTY CASH-MEETING REFRESHEMNT		315711	
	0010-801-4212-31500	51.16	PETTY CASH-MEETING REFRESHEMNT		315711	
	0010-801-3103-22750	100.00	PETTY CASH-POLICE SEARCH MEAL		315711	
						677.57
	0010-801-1403-39400	31.46	PETTY CASH-MILEAGE		315730	
	0010-801-1403-39400	72.97	PETTY CASH-MILEAGE		315730	
	0010-801-1101-39400	60.55	PETTY CASH-COUNCIL REFRESHMENT		315730	
	0010-801-1403-39400	16.58	PETTY CASH-MILEAGE		315730	
	0010-801-5002-88450	40.38	PETTY CASH-CONCERT REFRESHMENT		315730	
	0010-801-1704-32200	13.18	PETTY CASH-CERTIFIED MAIL		315730	
	0010-801-1704-21350	17.23	PETTY CASH-MEETING REFRESHEMNT		315730	
	0010-801-1701-21350	4.64	PETTY CASH-WATER		315730	
	0010-801-1403-39400	32.37	PETTY CASH-MILEAGE		315730	
	0010-801-1704-31860	31.90	PETTY CASH-MEETING REFRESHMENT		315730	
	0010-801-3210-38400	34.43	PETTY CASH-SHELF		315730	
						355.69
	0010-801-6505-23910	89.40	PETTY CASH-SUMMER LUAU		315752	
	0010-801-1704-33100	8.56	PETTY CASH-MILEAGE		315752	
	0010-801-6505-23910	89.77	PETTY CASH-LANGLEY COFFEE		315752	
	0010-801-6508-31990	77.21	PETTY CASH-HOLLYWOOD BOWL		315752	
	0010-801-4210-22150	69.09	PETTY CASH-TOWEL DISPENSER		315752	
	0010-801-1406-22750	66.29	PETTY CASH-WIPES,MASKS		315752	
	0010-801-1704-32200	6.59	PETTY CASH-POSTAGE		315752	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-1301-22750	53.35	PETTY CASH-DECLUTTER DAY		315752	
	0010-801-6506-31150	34.94	PETTY CASH-DAY CARE BOOKS		315752	
	0010-801-3210-22750	26.32	PETTY CASH-BINS,BASKET,SHELF		315752	521.52
MV CHENG & ASSOCIATES INC.	0010-801-1403-31950	1,105.00	TEMPORARY STAFFING SERVICES	18-0010	315731	1,105.00
NADA BUS, INC	0109-801-4201-31950	950.00	LANGLEY RECREATION TRIP		315732	950.00
JEREMY ORATE	0136-801-3101-33250	500.00	POST TRAINING		315733	500.00
PACIFIC ALLIANCE CAPITAL, INC. (DBA)	0063-850-5002-99055	10,000.00	DATA MIGRATION	17-0648	315753	10,000.00
PAMELA A MILLER (DBA) MILLER MANAGE	0010-801-1301-39400	75.00	MASTER MUNICIPAL CLERK ACADEMY		315734	75.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	7.11	POSTAGE		315735	
	0010-801-1403-32200	83.64	POSTAGE		315735	
	0010-801-1406-32200	78.62	POSTAGE		315735	
	0010-801-1701-32200	12.95	POSTAGE		315735	
	0010-801-1702-32200	30.14	POSTAGE		315735	
	0010-801-1703-32200	7.20	POSTAGE		315735	
	0010-801-1704-32200	314.18	POSTAGE		315735	
	0010-801-1801-32200	9.96	POSTAGE		315735	
	0010-801-1802-32200	9.07	POSTAGE		315735	
	0010-801-3101-32200	10.29	POSTAGE		315735	
	0010-801-3102-32200	31.37	POSTAGE		315735	
	0010-801-3104-32200	23.74	POSTAGE		315735	
	0010-801-3113-32200	6.46	POSTAGE		315735	
	0010-801-3114-32200	71.21	POSTAGE		315735	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3120-32200	0.46	POSTAGE		315735	
	0010-801-3201-32200	1.84	POSTAGE		315735	
	0010-801-3205-32200	48.42	POSTAGE		315735	
	0010-801-3210-32200	0.92	POSTAGE		315735	
	0010-801-3220-32200	4.36	POSTAGE		315735	
	0010-801-6001-32200	33.87	POSTAGE		315735	
	0010-801-6502-32200	4.41	POSTAGE		315735	
	0043-801-1201-32200	0.92	POSTAGE		315735	
	0043-801-4212-32200	2.93	POSTAGE		315735	
	0075-450-0075-09230	46.55	POSTAGE (TRUST)		315735	
						840.62
PRADO FAMILY SHOOTING RANGE	0136-801-3101-33250	150.00	POST TRAINING		315736	
						150.00
RAMIREZ PRODUCTION	0010-801-5002-88450	800.00	SUMMER CONCERTS (TRUST)		315712	
						800.00
RAQUEL RICHARDS	0010-801-1801-39550	6.58	PETTY CASH-RATER REFRESHMENT		315754	
	0010-801-1801-22670	12.19	PETTY CASH-CM RECEPTION		315754	
	0010-801-1801-39550	18.46	PETTY CASH-RATER REFRESHMENT		315754	
	0010-801-1801-22670	85.54	PETTY CASH-CM RECEPTION		315754	
	0010-801-1801-22670	80.00	PETTY CASH-CM RECEPTION		315754	
	0010-801-1801-31950	34.00	PETTY CASH-EAP MEETING		315754	
	0010-801-1801-39550	28.17	PETTY CASH-RATER REFRESHMENT		315754	
	0010-801-1802-33100	11.77	PETTY CASH-MILEAGE		315754	
	0010-801-1801-39550	43.68	PETTY CASH-RATER REFRESHMENT		315754	
	0010-801-1802-39400	50.77	PETTY CASH-SAFETY MEETING		315754	
						371.16
RESIDENCE INN BY MARRIOTT LLC (DBA)	0136-801-3101-33250	1,320.70	POST TRAINING		315737	
						1,320.70
RIO HONDO COMMUNITY COLLEGE	0136-801-3101-33250	36.80	POST TRAINING		315738	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						36.80
THE GAS COMPANY (DBA)	0010-801-3114-36200	61.69	GAS SERVICES		315739	
	0060-801-4211-22250	4,693.24	GAS SERVICES		315739	
						4,754.93
UC REGENTS	0010-801-3220-39400	2,735.68-	VOID CHECK	16-0211	307829	
						2,735.68-
UNITED STATES POSTAL SERVICE	0010-801-6509-31880	6,000.00	CASCADES POSTAGE		315757	
						6,000.00
VERIZON WIRELESS	0010-801-3112-32050	55.95	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-3104-21200	114.03	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-3115-38400	131.53	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-3115-38400	196.17	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-3112-32050	1,560.89	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-1404-32050	575.39	WIRELESS VOICE & DATA SERVICE		315740	
	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		315740	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		315740	
						2,824.01
	0010-801-1701-32050	40.44	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1703-32050	48.88	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1702-32050	126.12	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1408-32050	0.23	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1702-32050	9.53	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-3112-32050	136.73	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-4209-32050	47.66	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-4212-32050	112.13	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-6517-32050	56.91	WIRELESS VOICE & DATA SERVICE		315755	
	0092-801-4221-32050	47.25	WIRELESS VOICE & DATA SERVICE		315755	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0092-801-4222-32050	0.23	WIRELESS VOICE & DATA SERVICE		315755	
	0022-801-4206-32050	65.78	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-4209-32050	17.05	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-4212-32050	3.25	WIRELESS VOICE & DATA SERVICE		315755	
	0092-801-4221-32050	23.38	WIRELESS VOICE & DATA SERVICE		315755	
	0092-801-4222-32050	0.46	WIRELESS VOICE & DATA SERVICE		315755	
	0092-801-4223-32050	74.53	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-6502-32050	0.23	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-6517-32050	5.50	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-3205-32050	29.61	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-3210-32050	187.68	WIRELESS VOICE & DATA SERVICE		315755	
	0010-801-3220-32050	132.51	WIRELESS VOICE & DATA SERVICE		315755	
						1,280.12
JULIE MARIE VILLANUEVA	0010-801-6006-22450	86.10	PETTY CASH-WRISTBANDS		315756	
	0010-801-6006-22450	20.00	PETTY CASH-STORYTIME PROPS		315756	
	0075-450-0075-08325	28.98	PETTY CASH-PHOTO FOLDERS		315756	
	0010-801-6006-22450	26.54	PETTY CASH-PHOTO FRAME		315756	
	0010-801-6006-22450	8.95	PETTY CASH-BUBBLE MACHINE		315756	
	0010-801-6001-21350	43.69	PETTY CASH-NAME PLATE		315756	
	0010-801-6001-22150	33.85	PETTY CASH-COAT HOOKS		315756	
						248.11
TOTAL FOR PREPAID WARRANTS						99,764.20
PRINTED		99,764.20				
E-PAYABLE		0.00				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A.J. FISTES CORPORATION	0075-450-0075-08320	4,705.00	LIBRARY PAINTING	18-0151	315758	
	0075-450-0075-08320	4,809.00	LIBRARY PAINTING	18-0151	315758	
	0075-450-0075-08320	3,272.00	LIBRARY PAINTING	18-0151	315758	
	0075-450-0075-08320	3,725.00	LIBRARY PAINTING	18-0151	315758	16,511.00
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	247.78	SHOP LIGHT	18-0138	315759	
	0010-801-4210-23400	167.51-	SHOP LIGHT-CREDIT	18-0138	315759	80.27
ADMINSURE INC.	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		315760	6,047.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	810.00	PRE-EMPLOYMENT/DMV/DOT PHYS		315761	810.00
VANESSA ALCANTAR	0010-701-0010-07050	63.00	REFUND PICNIC RENTAL		315762	63.00
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-38400	1,210.75	SUNBRERO, HARNESS		315763	1,210.75
AMERICAN FIRE PROTECTION SYSTEMS	0010-701-0010-06330	1,667.00	REFUND FIRE PLAN CHECK		315764	1,667.00
AMERICAN TRAFFIC PRODUCTS, INC.	0022-801-4206-23100	52.13	LINELAZER TIPS		315765	
	0022-801-4206-23100	1,054.88	PAINT		315765	1,107.01
APL GLASS COMPANY	0010-801-4210-38100	500.00	WINDOW REPLACEMENT		315766	
	0010-801-4210-38100	150.00	WINDOW REPLACEMENT		315766	
	0010-801-4210-38100	1,500.00	WINDOW REPLACEMENT		315766	2,150.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	21.93	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	37.29	FIRE UNIFORM SERVICES		315767	

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ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	15.04	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	20.68	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	41.82	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	13.94	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	11.09	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	13.94	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	20.91	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	16.79	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	13.94	FIRE UNIFORM SERVICES		315767	
	0010-801-3210-39050	16.79	FIRE UNIFORM SERVICES		315767	
						264.83
ARC IMAGING RESOURCE - CALIFORNIA	0010-850-4212-37500	2,279.06	ENGINEERING PRINTER	17-0390	315768	
						2,279.06
ARGIL BLDG. MATERIAL CO.	0110-801-4202-23600	191.19	STREETS CONCRETE MIX	18-0088	315769	
	0110-801-4202-23600	191.19	STREETS CONCRETE MIX	18-0088	315769	
	0110-801-4202-23600	191.19	STREETS CONCRETE MIX	18-0088	315769	
						573.57
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-38400	900.00	BACKGROUND INVESTIGATIONS		315770	
						900.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	26.76	SLOAN KIT		730 *	
	0010-801-4210-23300	523.30	PRESSURE REGULATOR, GAUGE		730 *	
	0010-801-4210-23300	191.42	COPPER TUBE, ADAPTOR, SOLDER		730 *	
	0010-801-4210-23300	412.70	SMITH CARRIER KIT, REPAIR KIT		730 *	
	0010-801-4210-23300	477.13	WM BOWL		730 *	
	0010-801-4210-23300	881.33	SLOAN FLUSH VALVE, FIN KITS		730 *	
						2,512.64
ATHENS SERVICES	0092-801-4223-38400	100.00	WATER TRASH DISPOSAL SERVICES		315771	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ATHENS SERVICES	0344-801-5002-99290	1,364.25	STREET SWEEPING		315771	
	0344-801-5002-99290	1,364.25	STREET SWEEPING		315771	2,828.50
	0043-801-4208-41200	428,626.52	REFUSE COLLECTION SERVICES		315772	428,626.52
ATLAS SERVICES SOLUTION CORP.	0010-801-1407-38250	8,632.00	JANITORIAL SERVICES	18-0198	315773	8,632.00
AUTOZONE WEST, INC	0060-801-4211-23500	293.37	AC COMPRESSOR-UNIT 944		731 *	
	0060-801-4211-23500	128.81	BATTERY		731 *	
	0060-801-4211-23500	22.94	WHEEL CYLINDER-UNIT 034		731 *	
	0060-801-4211-23500	62.21	COOLANT		731 *	507.33
AZTEC TECHNOLOGY	0160-801-3104-39100	245.81	POLICE STORAGE CONTAINER		315774	245.81
B & W AUTOMOBILE INC. (DBA) BRAVO	0060-801-4211-23500	22.61	SWITCH-UNIT 049		315775	22.61
B W GRAPHICS	0010-801-1201-21250	136.56	BUSINESS CARDS-R BOW		315776	136.56
BAKER & TAYLOR INC	0010-801-6002-40000	125.27	BOOK(S) 7		315777	
	0010-801-6002-40000	136.20	BOOK(S) 6		315777	
	0131-801-6006-40000	23.13	BOOK(S) 2		315777	
	0131-801-6006-40000	29.87	BOOK(S) 2		315777	
	0131-801-6006-40000	73.39	BOOK(S) 7		315777	
	0131-801-6006-40000	29.80	BOOK(S) 3		315777	
	0131-801-6006-40000	14.95	BOOK(S) 1		315777	
	0131-801-6006-40000	46.71	BOOK(S) 4		315777	
	0131-801-6006-40000	10.86	BOOK(S) 1		315777	
	0131-801-6006-40000	59.31	BOOK(S) 5		315777	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0131-801-6006-40000	61.27	BOOK(S) 6		315777	
	0131-801-6006-40000	10.23	BOOK(S) 1		315777	
	0131-801-6006-40000	13.20	BOOK(S) 3		315777	
	0131-801-6006-40000	14.82	BOOK(S) 7		315777	
	0131-801-6006-40000	8.94	BOOK(S) 1		315777	
	0131-801-6006-40000	21.72	BOOK(S) 2		315777	
	0131-801-6006-40000	35.89	BOOK(S) 5		315777	
	0428-801-6002-22750	106.83	BOOK(S) 10		315777	
	0428-801-6002-22750	106.83	BOOK(S) 10		315777	
						929.22
DARREN BRADEN	0010-801-1801-39400	1,587.00	TUITION REIMBURSEMENT		315778	
						1,587.00
BRODART COMPANY	0010-801-6003-22450	13.11	LIBRARY BOOK SUBSCRIPTION		315779	
						13.11
BSN SPORTS (DBA)	0010-801-6502-38400	846.65	CABLE		315780	
						846.65
CAL.STATE LA METROLINK STATION AUTH	0166-801-4201-41100	28,000.00	METROLINK JPA ANNUAL DUES	18-0147	315781	
						28,000.00
CALIFA	0075-450-0075-08250	125.00	WEBINAR (TRUST)		315782	
						125.00
CALIFORNIA BUILDING OFFICIALS	0010-801-3205-39400	1,170.00	FIRE PREVENTION TRAINING		315783	
						1,170.00
CALIFORNIA FITNESS SOURCE INC	0010-801-6505-38400	150.00	FITNESS EQUIPMENT MAINTENANCE		315784	
						150.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	65.03	WATER SERVICE		315785	
	0092-801-4222-36300	39.52	WATER SERVICE		315785	
	0092-801-4222-36300	315.66	WATER SERVICE		315785	
	0092-801-4222-36300	26.78	WATER SERVICE		315785	

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						446.99
CALOX, INC	0010-801-3220-24200	29.75	CYLINDER OXYGEN		315786	
	0010-801-3220-24200	21.25	CYLINDER OXYGEN		315786	
						51.00
CAMINO REAL CHEVROLET	0060-801-4211-38400	1,206.90	REPAIR-UNIT 026		732 *	
						1,206.90
CANON FINANCIAL SERVICES, INC.	0010-801-3104-37500	1,975.98	COPIER MACHINE RENTAL		315787	
	0010-801-3114-37500	1,909.85	COPIER MACHINE RENTAL		315787	
	0010-801-3115-38400	229.55	COPIER MACHINE RENTAL		315787	
	0010-801-3115-38400	304.28	COPIER MACHINE RENTAL		315787	
	0092-801-4222-31950	649.00	COPIER MACHINE RENTAL		315787	
						5,068.66
CANON SOLUTIONS AMERICA, INC	0010-801-6505-39250	290.20	COPIER MAINTENANCE		733 *	
						290.20
CARMENITA TRUCK CENTER	0060-801-4211-38400	1,488.97	FLEET REPAIR UNIT 022		315788	
						1,488.97
PAUL CHIVACHACHRERN	0010-701-0010-06850	747.00	REFUND INDUSTRIAL WASTE FEE		315789	
						747.00
CISCO SOLUTIONS CORP.	0060-801-4211-22150	64.23	ALKALINE SOIL REMOVER		315790	
						64.23
RONALD CLARK	0010-801-4210-38100	2,160.00	CORIAN COUNTERTOPS		315791	
	0010-801-4210-38100	1,126.00	CORIAN COUNTERTOPS		315791	
	0010-801-4210-38100	1,126.00	CORIAN COUNTERTOPS		315791	
						4,412.00
COBRA FIRE PROTECTION	0060-801-4211-38400	112.88	FIRE SYS/EXTINGUISHERS SERVICE		315792	
						112.88
COMPLETE LANDSCAPE CARE, INC.	0092-801-4222-38500	2,240.00	WEED ABATEMENT	18-0114	315793	
	0010-850-6516-31190	24,214.50	GARVEY MEDIANS	17-0364	315793	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COMPLETE LANDSCAPE CARE, INC.	0010-850-6516-31190	825.00	GARVEY MEDIANS	17-0364	315793	
	0010-850-6516-31190	525.00	IRRIGATION SERVICES	17-0364	315793	27,804.50
COMPUTER SERVICE COMPANY	0010-801-4206-38400	3,200.00	TRAFFIC SIGNAL MAINTENANCE	18-0047	315794	
	0010-801-4206-38400	3,200.00	TRAFFIC SIGNAL MAINTENANCE	18-0047	315794	
	0010-801-4206-38400	9,170.88	TRAFFIC SIGNAL MAINTENANCE	18-0047	315794	15,570.88
COPWARE INC	0010-801-3101-39350	700.00	POLICE-LEGAL SOURCE BOOK		315795	700.00
COUNTY OF LOS ANGELES	0349-801-3201-39400	1,751.00	FIRE PARAMEDIC TRAINING		315796	1,751.00
COUNTY OF LOS ANGELES/DEPARTMENT OF	0092-801-4220-44450	559.00	BACKFLOW ASSEMBLY		315797	559.00
COUNTY OF MARIN	0176-801-4207-36100	2,400.00	MEMBERSHIP		315798	2,400.00
PAUL CUBAK	0061-220	4,745.18	ADVANCE DISABILITY PENSION		315799	4,745.18
DAILY JOURNAL CORPORATION	0010-801-1301-34050	129.00	LEGAL NOTICE		315800	
	0010-801-1301-34050	138.00	LEGAL NOTICE		315800	
	0092-801-1301-34050	87.00	LEGAL NOTICE		315800	
	0010-801-1301-34050	201.00	LEGAL NOTICE		315800	
	0010-801-1301-34050	441.00	LEGAL NOTICE		315800	
	0010-801-5004-96081	192.00	LEGAL NOTICE		315800	1,188.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		315801	500.00
DANIELLA CARTER (DBA) PRETTY SMART	0010-801-5004-99021	1,913.82	WORKSTATION RENOVATION		315802	1,913.82

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	752.00	LEGAL FEES-COMM DEVELOPMENT		315803	
	0010-801-1702-31600	1,117.60	LEGAL FEES-COMM DEVELOPMENT		315803	1,869.60
DAY WIRELESS SYSTEMS (DBA)	0071-801-3210-38400	1,739.90	EOC RADIO INSTALLATION		315804	1,739.90
VANESSA DELGADO	0160-801-3101-39400	150.00	POLICE TRAINING		315805	150.00
DELL MARKETING LP	0060-801-4211-24150	700.00	COMPUTER & MONITOR	18-0057	315806	
	0010-801-4212-24150	653.32	COMPUTER & MONITOR	18-0057	315806	
	0092-801-4222-22310	5.19	COMPUTER & MONITOR		315806	
	0010-801-1404-22750	59.78	COMPUTER PARTS		315806	
	0010-801-1404-22750	24.29	COMPUTER PARTS		315806	1,442.58
DEPARTMENT OF JUSTICE	0010-801-1801-39550	292.00	FINGERPRINT PROCESSING		315807	
	0010-701-0010-03710	1,159.00	FINGERPRINT PROCESSING		315807	
	0010-801-1801-39550	128.00	FINGERPRINT PROCESSING		315807	
	0109-801-4201-31960	64.00	FINGERPRINT PROCESSING		315807	
	0010-801-6003-22450	64.00	FINGERPRINT PROCESSING		315807	
	0445-801-6005-39300	32.00	FINGERPRINT PROCESSING		315807	
	0010-701-0010-03710	32.00	FINGERPRINT PROCESSING		315807	1,771.00
DIVERSIFIED ALARM SERVICE	0010-801-6502-38400	85.00	MONITORING SERVICES		734 *	85.00
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		315808	
	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		315808	79.90
ECONOMY RENTALS INC.	0010-801-4210-24100	340.00	SCISSOR LIFT RENTAL		315809	340.00

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DEAN N EDDOW	0159-801-6507-31910	92.25	INSTRUCTOR-RECREATION CLASS		315810	92.25
EL CAMINO COMMUNITY COLLEGE	0465-801-3201-22750	276.00	FIRE TRAINING		315811	
	0465-801-3201-22750	783.00	FIRE TRAINING		315811	
	0349-801-3201-39400	989.50	FIRE TRAINING		315811	2,048.50
ELAC CLASSIFIED EMPLOYEES ASSOCIATION	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT(TRUST)		315812	200.00
ELIE FARAH INC	0092-801-4220-31950	500.00	WATER SYS IMPROVEMENT		315813	
	0010-801-4212-31950	1,950.00	WATER SYS IMPROVEMENT		315813	
	0092-801-4220-31950	500.00	WATER SYS IMPROVEMENT		315813	
	0010-801-4212-31950	1,950.00	WATER SYS IMPROVEMENT		315813	4,900.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	579.25	PAPER CUPS,LINERS,TISSUE		735 *	
	0010-801-3210-22150	93.59	BAR SOAP		735 *	
	0010-801-6503-22150	675.07	LINER,TOWEL,TISSUE,MOP,BUCKET		735 *	
	0010-801-6503-22150	134.33	WIPES,MOP BUCKET		735 *	
	0010-801-6503-22150	311.67	TOWEL,DISPENSER,CLEANER		735 *	
	0010-801-6001-22150	382.18	CLEANER,TOILET TISSUE,GLOVES		735 *	
	0010-801-6001-22150	593.33	CLEANER,TOILET TISSUE,SCREEN		735 *	2,769.42
EMPLOYMENT DEVELOPMENT DEPT.	0010-801-5102-35700	1,732.00	UNEMPLOYMENT INS Q2 2017		315814	1,732.00
ENTERPRISE FM TRUST	0060-850-4211-37800	4,781.23	FLEET RENTAL	17-0365	315815	
	0060-801-4211-37800	633.09	FLEET RENTAL		315815	5,414.32
RYAN ESQUIBEL	0160-801-3103-22800	400.00	K9 BOARDING		315816	400.00

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EUROFINS EATON ANALYTICAL, INC.	0093-801-4227-31950	1,155.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4231-31950	145.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4231-31950	145.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4227-31950	1,385.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4230-31950	3,235.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4229-31950	4,885.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4227-31950	1,785.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4230-31950	2,340.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4231-31950	390.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4229-31950	4,885.00	WATER ANALYSIS	18-0102	315817	
	0093-801-4229-31950	6,005.00	WATER ANALYSIS	18-0102	315817	
						26,355.00
EVOQUA WATER TECHNOLOGIES LLC	0071-801-3210-38400	107.00	FIRE DI TANK RENTAL		315818	107.00
EZEQUIEL LOPEZ VELASCO (DBA) EFFICI	0010-801-3113-22600	2,326.88	JAIL JANITORIAL SERVICES	18-0118	315819	2,326.88
FAILSAFE TESTING	0071-801-3210-38400	1,150.00	FIRE NONDESTRUCTIVE TESTING		315820	1,150.00
FEDERAL EXPRESS CORP.	0010-801-3205-32200	168.20	DELIVERY SERVICES		315821	
	0010-801-3104-31950	28.02	DELIVERY SERVICES		315821	
	0010-801-3205-32200	22.89	DELIVERY SERVICES		315821	
	0092-801-4220-32200	22.90	DELIVERY SERVICES		315821	
	0010-801-1403-32200	32.15	DELIVERY SERVICES		315821	
	0010-801-3205-32200	29.27	DELIVERY SERVICES		315821	
	0010-801-3104-31950	15.26	DELIVERY SERVICES		315821	
	0092-801-4220-32200	66.83	DELIVERY SERVICES		315821	
						385.52
FENSCO SERVICES INC	0010-801-6517-31950	479.00	FENCE REPAIR/INSTALLATION		315822	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						479.00
DENISE FERRARI	0160-801-3101-39400	150.00	POLICE TRAINING		315823	150.00
JESSICA FICHOT	0010-801-3210-22300	210.03	FIRE GEAR CLEANING		315824	210.03
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		315825	192.00
FORD OF MONTEBELLO	0060-801-4211-23500	75.71	BRACKET-UNIT 093		315826	
	0060-801-4211-23500	75.71	BRACKET-UNIT 094		315826	
	0060-801-4211-23500	164.73	MIRROR-UNIT 028		315826	316.15
FORENSIC NURSE RESPONSE TEAM (DBA)	0010-801-3104-31950	1,460.00	INVESTIGATION SERVICE		315827	1,460.00
FORWARD THINKING SYSTEMS, LLC	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		315828	
	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		315828	120.00
WINNIE FUNG	0159-801-6507-31910	180.00	INSTRUCTOR-RECREATION CLASS		315829	180.00
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	32.68	UNIFORMS-J CARTER	18-0061	315830	
	0010-801-3210-22310	133.12	UNIFORMS-J CHANG	18-0061	315830	
	0010-801-3210-22310	10.87	UNIFORMS-J CHANG	18-0061	315830	
	0010-801-3210-22310	133.12	UNIFORMS-D CLINE	18-0061	315830	
	0010-801-3210-22310	425.75	UNIFORMS-D CLINE	18-0061	315830	
	0010-801-3210-22310	99.16	UNIFORMS-R DE ROSA	18-0061	315830	
	0010-801-3210-22310	63.09	UNIFORMS-R DE ROSA	18-0061	315830	
	0010-801-3210-22310	66.48	UNIFORMS-D GOETZ	18-0061	315830	
	0010-801-3210-22310	16.28	UNIFORMS-D GOETZ	18-0061	315830	
	0010-801-3210-22310	602.73	UNIFORMS-S HABERLE	18-0061	315830	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	23.94	UNIFORMS-M HALLOCK	18-0061	315830	
	0010-801-3210-22310	231.39	UNIFORMS-M IENNI	18-0061	315830	
	0010-801-3210-22310	133.12	UNIFORMS-S KELLEY	18-0061	315830	
	0010-801-3210-22310	113.57	UNIFORMS-S KELLEY	18-0061	315830	
	0010-801-3210-22310	141.97	UNIFORMS-M OLIVAS	18-0061	315830	
	0010-801-3210-22310	705.11	UNIFORMS-F PADILLA	18-0061	315830	
	0010-801-3210-22310	62.16	UNIFORMS-K TEMPLEMAN	18-0061	315830	
	0010-801-3210-22310	15.24	UNIFORMS-R TULLIUS	18-0061	315830	
	0010-801-3210-22310	26.12	UNIFORMS-R WEISSENBERGER	18-0061	315830	
	0010-801-3210-22310	13.06	UNIFORMS-J BIRRELL	18-0061	315830	
	0010-801-3210-22310	95.87	UNIFORMS-J BIRRELL	18-0061	315830	
	0010-801-3210-22310	90.40	UNIFORMS-J BIRRELL	18-0061	315830	
	0010-801-3210-22310	103.41	UNIFORMS-J BIRRELL	18-0061	315830	
	0010-801-3210-22310	48.03	UNIFORMS-W DENNICK	18-0061	315830	
	0010-801-3210-22310	66.48	UNIFORMS-S FILES	18-0061	315830	
	0010-801-3210-22310	66.48	UNIFORMS-D GARCIA	18-0061	315830	
	0010-801-3210-22310	28.35	UNIFORMS-D GARCIA	18-0061	315830	
	0010-801-3210-22310	133.12	UNIFORMS-D GOETZ	18-0061	315830	
	0010-801-3210-22310	44.79	UNIFORMS-D GOETZ	18-0061	315830	
	0010-801-3210-22310	23.94	UNIFORMS-S GREGG	18-0061	315830	
	0010-801-3210-22310	212.88	UNIFORMS-S GREGG	18-0061	315830	
	0010-801-3210-22310	77.35	UNIFORMS-N LAKIN	18-0061	315830	
	0010-801-3210-22310	99.31	UNIFORMS-N LAKIN	18-0061	315830	
	0010-801-3210-22310	99.31	UNIFORMS-N LAKIN	18-0061	315830	
	0010-801-3210-22310	52.24	UNIFORMS-M OLIVAS	18-0061	315830	
	0010-801-3210-22310	59.81	UNIFORMS-F PADILLA	18-0061	315830	
	0010-801-3210-22310	81.66	UNIFORMS-P SANTANA	18-0061	315830	
	0010-801-3210-22310	172.17	UNIFORMS-P SANTANA	18-0061	315830	
	0010-801-3210-22310	42.45	UNIFORMS-P SANTANA	18-0061	315830	

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GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	143.55	UNIFORMS-P SANTANA	18-0061	315830	
	0010-801-3210-22310	166.50	UNIFORMS-P SANTANA	18-0061	315830	
	0010-801-3210-22310	28.35	UNIFORMS-T STARK	18-0061	315830	
	0010-801-3210-22310	26.12	UNIFORMS-K TEMPLEMAN	18-0061	315830	
	0010-801-3210-22310	52.22	UNIFORMS-R TULLIUS	18-0061	315830	
	0010-801-3210-22310	65.33	UNIFORMS-R TULLIUS	18-0061	315830	
						5,129.08
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,124.18	WATER CHEMICALS		736 *	
						1,124.18
GAMEROOM SPECIALIST, INC. (DBA) A &	0010-801-6505-38400	1,039.38	BILLIARDS TABLE REPAIR		315831	
	0010-801-6505-38400	557.50	BILLIARDS TABLE REPAIR	18-0112	315831	
						1,596.88
GANAHL LUMBER COMPANY INC	0010-801-4210-23050	569.89	STREETS LUMBER		315832	
						569.89
GENERAL PUMP COMPANY, INC.	0093-850-4226-23300	61,745.00	PUMP INSTALLATION	17-0388	315833	
	0093-850-4227-23300	131,134.49	PUMP INSTALLATION	17-0388	315833	
	0093-850-4230-23300	23,740.40	PUMP INSTALLATION	17-0388	315833	
						216,619.89
JONATHAN GIN	0349-801-3201-39400	54.18	REIMBURSE FIRE USAR TRAINING		315834	
	0349-801-3201-39400	165.00	REIMBURSE FIRE TRAINING		315834	
						219.18
GOLDEN STAR TECHNOLOGY INC/DBA: GST	0010-850-1404-38400	2,398.51	SOFTWARE RENEWAL		315835	
						2,398.51
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	67.20	WATER SERVICE		315836	
						67.20
GRICELDA GOMEZ	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		315837	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		315837	
	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		315837	

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GRICELDA GOMEZ	0010-801-3210-39050	8.78	FIRE-UNIFORM CLEANING		315837	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		315837	73.04
KELLY A. GORDON	0160-801-3101-39400	150.00	POLICE TRAINING		315838	150.00
GOUDY HONDA	0060-801-4211-23500	362.25	WATER PUMP,TENSIONER-UNIT 051		315839	362.25
GOVCONNECTION INC.	0010-801-1404-22750	35.07	IPAD CHARGE CABLES		315840	
	0010-801-1404-22750	277.70	PRINTER		315840	
	0010-801-6508-24150	161.30	RECREATION SOFTWARE		315840	
	0010-850-5002-99067	3,322.52	APC ADVANTAGE ULTRA	17-0519	315840	3,796.59
GOVERNMENT FINANCE OFFICERS	0010-850-1403-39350	50.00	GFOA SUBSCRIPTION		315841	50.00
GRAINGER	0092-801-4222-23300	171.09	FACE SHIELD HARD HAT		315842	
	0010-801-4210-23400	107.26	WIRE GUARD		315842	
	0092-801-4222-23400	107.96	BLOWER		315842	
	0022-801-4202-22400	570.29	SAFETY GLASSES,EAR PLUGS,GLOVE	18-0094	315842	
	0110-801-4202-23600	2,011.08	CLEANING SOLVENT	18-0094	315842	2,967.68
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	60.00	TIRE-UNIT 942		315843	60.00
TONY GRBAC	0159-801-6507-31910	61.50	INSTRUCTOR-RECREATION CLASS		315844	61.50
GRM INFORMATION MANAGEMENT	0010-801-1801-38400	231.00	DOCUMENT SYSTEM SERVICES	18-0043	315845	231.00
ARLENE GUEVARA	0160-801-3101-39400	150.00	POLICE TRAINING		315846	150.00

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H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	104.44	BATTERY		315847	
	0060-801-4211-23500	35.92	FILTER KIT		315847	
	0060-801-4211-23500	442.41	COMPRESSOR-UNIT 910		315847	
	0060-801-4211-23500	176.68	BRAKE PAD SET		315847	
	0060-801-4211-23500	203.69	BRAKE PAD SET		315847	
	0060-801-4211-23500	38.06-	PUMP-CREDIT		315847	
						925.08
HAROLD'S KEY SHOP, INC.	0010-801-4210-38100	134.35	KEY/LOCK SERVICES		315848	
						134.35
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	56.15	PVC NIPPLE,TEE,BUSHING		737 *	
	0092-801-4222-23700	546.55	PVC NIPPLE,TEE,BUSHING		737 *	
						602.70
HDL COREN & CONE	0010-850-1403-31950	745.00	CAFR STATISTICAL REPORTS		315849	
	0010-850-1403-31400	4,562.50	PROPERTY TAX SERVICES	17-0357	315849	
						5,307.50
HERNANDEZ FLOOR COVERING	0010-801-4210-38100	265.00	FLOORING REPAIR		315850	
						265.00
HIGA'S AUTOMATIC TRANSMISSION	0060-801-4211-38400	228.75	FLEET REPAIR-UNIT 932		315851	
						228.75
HOLLIDAY ROCK CO INC	0110-801-4202-23600	591.78	WASH CON SAND		315852	
						591.78
HOLLY ELECTRIC, INC. (DBA) BREA ELF	0010-801-4210-38100	1,376.30	LA LOMA PARK BUSSING REPAIR		315853	
	0010-801-4210-38100	1,376.30	LA LOMA PARK BUSSING REPAIR		315853	
						2,752.60
HOME DEPOT CREDIT SERVICES	0022-801-4202-22400	11.50	LUMBER	18-0097	315854	
	0022-801-4202-22400	186.74	LUMBER,SCREW,NAILS,BOLTS,NUTS	18-0097	315854	
	0010-801-4210-23050	1,105.57	HOLAGEN,KNIFE,MUD PAN,CEILING		315854	
	0010-801-4210-23050	20.60	CLAMPS,LEG TIP,JOINT COMPOUND		315854	

* Indicates an E-Payable transaction

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HOME DEPOT CREDIT SERVICES	0010-801-4210-23050	138.65	CYLINDER CONTAINER,BENCH STONE		315854	
	0010-801-3210-22750	48.54	SPRING,NUTS,WASHER,CABLE TIE		315854	
	0092-801-4222-24100	141.58	IMPACT DRIVER		315854	
	0092-801-4222-24100	163.53-	IMPACT DRIVER-CREDIT		315854	
	0092-801-4222-24100	221.60	IMPACT DRIVER,DRIVE SET,BLADE		315854	
	0010-801-5002-88450	1,357.20	POWER GENERATOR,CABLES		315854	3,068.45
HYATT REGENCY MONTEREY	0160-801-3101-39400	1,592.40	POLICE TRAINING		315855	1,592.40
INDUSTRIAL PIPE & STEEL	0092-801-4222-23700	22.23	GREASE,ROLLER PIN SET		315856	22.23
INFOSEND, INC.	0010-801-1408-32200	1,826.00	BILLING SERVICES		315857	
	0092-801-1406-32200	2,459.00	BILLING SERVICES		315857	
	0043-801-1407-32200	772.91	BILLING SERVICES		315857	5,057.91
INTERLINE BRANDS INC (DBA) SUPPLYWC	0043-801-4208-22170	78.53	PLASTIC CUP		315858	78.53
IRON MOUNTAIN OFF-SITE DATA	0010-850-1403-31700	240.05	COMPUTER DATA STORAGE		315859	240.05
SHELLY MARIE ISHIDA	0159-801-6507-31910	31.50	INSTRUCTOR-RECREATION CLASS		315860	31.50
J.R. FILANC CONSTRUCTION COMPANY, J	0093-850-4224-82259	170,050.00	GROUNDWATER TREATMENT SYSTEM	17-0366	315861	
	0510-850-4224-82259	1,793,334.95	GROUNDWATER TREATMENT SYSTEM	17-0366	315861	1,963,384.95
JAMES P. RODINO (DBA) INVESTIGATIVE	0010-801-3104-31950	3,500.00	BACKGROUND INVESTIGATIONS	18-0105	315862	3,500.00
JAMESTOWN DISTRIBUTORS	0010-801-3210-38400	276.42	FIRE LADDERS MAINTENANCE		315863	276.42

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JCL TRAFFIC SERVICES	0010-801-3102-22300	283.96	STOP PADDLE		315864	283.96
JEDA WORKS (DBA) HOUSING PROGRAMS	0152-850-2206-31850	580.13	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	102.37	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	303.88	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	53.62	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	248.63	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	43.87	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	221.00	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	39.00	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	110.50	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	19.50	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	635.38	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	112.12	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	635.38	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	112.12	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	248.63	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	43.87	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	331.50	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	58.50	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	386.75	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	68.25	CDBG REHAB SERVICES	17-0448	315865	
	0152-850-2206-31850	580.13	HOUSING REHAB SERVICES	17-0448	315865	
	0169-850-2201-31850	102.37	CDBG REHAB SERVICES	17-0448	315865	5,037.50
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	454.77	FLEET REPAIR-UNIT 049		315866	454.77
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	167.00	MEDICAL DIRECTOR SERVICES	18-0193	315867	
	0010-801-3220-39400	1,000.00	MEDICAL DIRECTOR SERVICES	18-0193	315867	

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JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	1,000.00	MEDICAL DIRECTOR SERVICES	18-0193	315867	2,167.00
RICHARD KAGEYAMA	0159-801-6507-31910	84.40	INSTRUCTOR-RECREATION CLASS		315868	84.40
GABRIELA KASANJIAN	0159-801-6507-31910	201.60	INSTRUCTOR-RECREATION CLASS		315869	201.60
ERIC KIM	0010-801-3103-22310	371.72	POLICE UNIFORM REIMBURSEMENT		315870	371.72
GWEN KISHIDA	0010-801-6001-21350	185.70	PAPER SHREDDER		315871	185.70
KOA CORPORATION	0010-701-0010-06300	1,879.20	MARKET PLACE WATER LINE INSP	18-0068	315872	43,149.48
	0010-701-0010-06300	10,648.80	MARKET PLACE WATER LINE INSP	18-0068	315872	
	0010-701-0010-06300	17,695.80	MARKET PLACE WATER LINE INSP	18-0068	315872	
	0110-801-5003-91929	12,925.68	HSIP CYCLE 7 TS IMPROVEMENT	18-0050	315872	
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	545.66	FIRE ENGINE REPAIR-QUINT 61	18-0013	315873	545.66
L.A.U.S.D. PERSONNEL	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		315874	90.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0022-801-4202-22400	121.80	GLOVES		315875	393.79
	0022-801-4202-22400	217.48	WATER TANK		315875	
	0176-801-6516-38500	54.51	HEAD ASSY		315875	
DAVID LAWSON	0349-801-3201-39400	995.64	FIRE TRAINING		315876	995.64
LEACH MOUNCE ARCHITECTS	0010-850-5002-96089	21,320.00	PD LOCKER ROOM ARCHITECTURAL	17-0384	315877	21,320.00
LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-850-5004-99323	484.65	CAMERA INSTALLATION	17-0342	315878	

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						484.65
LIFE-ASSIST INC	0010-801-3220-24200	1,515.01	BURN SHEET,EXTRICATION COLLAR	18-0054	315879	
	0010-801-3220-22350	204.00	BURN SHEET,EXTRICATION COLLAR	18-0054	315879	
	0010-801-3220-24200	681.13	CLOTH WIPES,SAFETY EYE WARE	18-0054	315879	
	0010-801-3220-22350	430.91	CLOTH WIPES,SAFETY EYE WARE	18-0054	315879	
	0010-801-3220-24200	20.00-	CREDIT	18-0054	315879	
	0010-801-3220-24200	830.30	SEVERE BLEEDING KITS	18-0054	315879	
	0010-801-3220-24200	63.49	STETHOSCOPE	18-0054	315879	
	0010-801-3220-24200	521.84	GAUZE BANDAGES,COLD PACKS	18-0054	315879	
	0010-801-3220-22350	251.70	GAUZE BANDAGES,COLD PACKS	18-0054	315879	
						4,478.38
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		315880	
						508.28
ROBIN LOPEZ	0160-801-3101-39400	150.00	POLICE TRAINING		315881	
						150.00
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	758.85	INMATE MEALS SERVICES	18-0005	315882	
						758.85
LYNN PEAVEY COMPANY	0010-801-3104-22750	127.44	EVIDENCE BAGS		315883	
						127.44
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	1,590.00	CAR WASHES		315884	
						1,590.00
MAK FIRE PROTECTION ENGINEERING & C	0010-701-0010-06330	1,837.61	FIRE PLAN CHECK	18-0036	315885	
	0010-701-0010-06330	170.00	FIRE PLAN CHECK	18-0036	315885	
	0010-701-0010-06330	185.00	FIRE PLAN CHECK	18-0036	315885	
	0010-701-0010-06330	170.00	FIRE PLAN CHECK	18-0036	315885	
	0010-701-0010-06330	170.00	FIRE PLAN CHECK	18-0036	315885	
						2,532.61
MARCIVE, INC	0010-801-6003-38400	1,485.00	LIBRARY SUBSCRIPTION		315886	

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						1,485.00
MARK KEPPEL H.S. ALLIANCE	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT (TRUST)		315887	200.00
MAS MODERN MARKETING, INC.	0010-801-3104-39100	614.10	EVIDENCE BAGS		315888	614.10
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	289.53	GLOVES, TIME DELAY MIDGET FUSE		315889	
	0092-801-4222-23400	328.82	BOOTS, NYLON WEB SLINGS		315889	
	0092-801-4222-23400	277.23	TOWELS, STOPWATCH, RAGS		315889	
	0092-801-4222-23700	74.46	ADAPTERS, PIPE & CONDUIT TREAD		315889	970.04
MCMURRAY STERN, INC	0010-701-0010-02010	534.50	REFUND BUSINESSES LICENSE		315890	534.50
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4222-31950	1,031.69	ALARM SERVICES		315891	
	0092-801-4222-31950	644.81	ALARM SERVICES		315891	1,676.50
MICHAEL BAKER INTERNATIONAL, INC.	0010-850-5004-96081	383.73	GARFIELD TRANSIT VILLAGE SVCS	17-0315	315892	383.73
MISSION SUPER HARDWARE	0010-801-4210-23300	67.70	BOLTS, NUTS, FAUCET		315893	
	0010-801-3210-22750	100.93	STEEL WOOL, SANDPAPER, GROUT		315893	
	0010-801-3210-22750	31.47	SHELLAC, DENATURED ALCOHOL		315893	
	0010-801-3210-22750	65.79	LINSEED OIL, CHROME POLISH, NUTS		315893	
	0010-801-3210-38400	52.05	POLISH, SILICONE SEALANT		315893	317.94
MOBILE MINI LLC	0010-801-6508-39860	110.21	FARMER MARKET STORAGE		315894	110.21
MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	60.03	BATTERY		315895	
	0010-801-3103-22750	60.03	BATTERY		315895	
	0010-801-3103-22750	60.03	BATTERY		315895	

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MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	70.99	BATTERY		315895	251.08
MONOPRICE, INC	0010-801-3114-21350	81.72	TONER		315896	81.72
AMANDA A. MORENO	0010-701-0010-03630	3.00	REFUND PARKING CITATION		315897	3.00
PETER MORRIS	0159-801-6507-31910	30.10	INSTRUCTOR-RECREATION CLASS		315898	30.10
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	555.00	PLUMBING SERVICES		315899	10,628.75
	0092-801-4210-38100	380.00	PLUMBING SERVICES		315899	
	0010-801-4210-38100	4,061.25	PLUMBING SERVICES	18-0135	315899	
	0010-801-4210-38100	5,632.50	PLUMBING SERVICES	18-0135	315899	
MUNICIPAL AUDITING SERVICES LLC (DE	0010-701-0010-02010	596.05	BUSINESS LICENSE AUDITING SVCS		315900	3,610.61
	0010-701-0010-02010	639.80	BUSINESS LICENSE AUDITING SVCS		315900	
	0010-701-0010-02010	723.80	BUSINESS LICENSE AUDITING SVCS		315900	
	0010-701-0010-02010	1,098.48	BUSINESS LICENSE AUDITING SVCS		315900	
	0010-701-0010-02010	552.48	BUSINESS LICENSE AUDITING SVCS		315900	
MUNICIPAL EMERGENCY SERVICES, INC.	0010-850-3210-22300	25,644.52	FIRE PROTECTIVE EQUIPMENT	17-0465	738 *	26,440.25
	0010-801-3210-22300	795.73	FIRE PROTECTIVE EQUIPMENT		738 *	
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315901	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315902	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315903	190.00

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MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315904	190.00
NADA BUS, INC	0109-801-4201-31950	1,900.00	HOLLYWOOD BOWL TRIP		315905	1,900.00
NAVARRO'S TOWING	0010-801-3102-39750	292.50	TOWING SERVICES		315906	
	0092-801-4222-31950	225.00	TOWING SERVICES		315906	
	0092-801-4222-31950	225.00	TOWING SERVICES		315906	742.50
NEC CORPORATION OF AMERICA	0010-801-1201-32050	332.00	PHONE SYSTEM SERVICES		315907	
	0010-801-3230-32050	126.25	PHONE SYSTEM SERVICES		315907	458.25
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		315908	
	0010-801-3230-32050	31.02	EOC PHONE SERVICE		315908	62.04
NEW READERS PRESS	0075-450-0075-08270	612.30	BOOK(S) 30 (TRUST)		315909	612.30
THE NEW SINATRA UNIFORM CO. (DBA)	0010-801-3102-22300	250.00	POLICE UNIFORMS		315910	250.00
NORTH STAR GRAPHICS (DBA)	0010-801-3103-38400	1,693.38	POLICE VEHICLE GRAPHICS		315911	1,693.38
O'REILLY AUTO PARTS	0060-801-3210-38400	42.57	COOLANT-FIRE ENGINES		315912	42.57
OCLC, INC	0010-801-6003-31700	1,106.76	LIBRARY CATALOGING SERVICE		315913	1,106.76
OFFICE DEPOT INC.	0010-801-1704-21250	65.53	COPY PAPER		315914	
	0092-801-4222-21350	125.06	INK, ERASER		315914	
	0010-801-1201-21350	123.28	STEP STOOL, CUP, NAPKIN		315914	
	0010-801-1201-21350	111.49	PLATE, WATER, STAPLER		315914	

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OFFICE DEPOT INC.	0010-801-1201-21350	29.07	CD HOLDER		315914	
	0010-801-1201-21350	80.23	WATER,COPY PAPER		315914	
	0010-801-3205-21250	128.46	BATTERY,MANILA FOLDER,NOTE PAD		315914	
	0010-801-3205-21250	58.97-	MANILA FOLDER-CREDIT		315914	
	0010-801-3114-21350	34.94	METAL SIGN		315914	
	0010-801-3114-21350	618.76	PAPER,WIPES,STAPLES,TONER		315914	
	0010-801-3114-21350	73.02	PLANNER BOARD		315914	
	0010-801-3104-22750	439.19	CD-R,USB DRIVE		315914	
	0092-801-4212-21350	5.27	TISSUE		315914	
	0092-801-4212-21350	66.81	PEN,TONER,GLUE		315914	
	0092-801-4212-21350	57.71	HIGHLIGHTER,NOTE PAD,CLEANER		315914	
	0010-801-1703-21350	65.33	USB,BINDER,WIPES,TICKET HOLDER		315914	
	0010-801-1703-21350	3.38	BUSINESS CARD HOLDER		315914	
	0010-801-1702-21350	17.01	FASTENER,BINDER CLIPS,BOX		315914	
	0010-801-1703-21350	4.69	FASTENER,BINDER CLIPS,BOX		315914	
	0010-801-1701-21350	4.95	FASTENER,BINDER CLIPS,BOX		315914	
	0010-801-1702-21350	35.38	MANILA FOLDER		315914	
	0010-801-6502-21250	57.03	SHEET PROTECTOR,TAPE,RINGS		315914	
	0010-801-6502-21250	214.04	FOLDER,INK		315914	
	0010-801-6502-21250	3.54	TAPE		315914	
	0010-801-6502-21250	87.36-	FOLDER-CREDIT		315914	
	0092-801-4222-23700	103.20-	PEN,TAPE,BATTERY,FILE-CREDIT		315914	
	0010-801-6001-21250	31.64	PAPER,WRITING PAD		315914	
	0131-801-6006-22450	17.63	CD-R		315914	
	0131-801-6006-22450	29.92	FLANNEL DRY ERASE BOARD		315914	
	0010-801-6001-21250	66.66	BROCHURE PAPER		315914	
	0010-801-6001-21350	61.23	STORAGE BOXES		315914	
	0010-801-6002-21350	293.51	COPY PAPER,PRINTER CARTRIDGES		315914	
	0010-801-6002-21350	81.82	CASHIER RECEIPT PAPER		315914	

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						2,697.05
OFFICE SOLUTIONS	0010-801-1701-21350	40.11	FILING BOXES		739 *	
	0010-801-1701-21300	46.61	COPIER PAPER		739 *	
	0010-801-1703-21300	46.61	COPIER PAPER		739 *	
	0010-801-1702-21300	46.62	COPIER PAPER		739 *	
	0010-801-1702-21350	43.62	FOLDER LABEL, TISSUE		739 *	
						223.57
NELSON ONG	0159-801-6507-31910	68.25	INSTRUCTOR-RECREATION CLASS		315915	
						68.25
OPENGOV, INC	0010-850-1404-31700	8,500.00	INFORMATION SERVICES SOFTWARE		315916	
						8,500.00
PETER PALOMINO	0010-801-3103-22310	174.52	REIMBURSE UNIFORM		315917	
						174.52
PARKHOUSE TIRE, INC.	0060-801-4211-23500	2,301.24	FLEET TIRES		315918	
						2,301.24
PATRICK IBARRA (DBA) THE MEJORANDO	0010-801-1201-39400	5,128.90	STRATEGIC PLANNING	18-0065	315919	
	0010-801-1801-39400	2,993.58	STRATEGIC PLANNING	18-0066	315919	
	0092-801-1801-39400	2,000.00	STRATEGIC PLANNING	18-0066	315919	
						10,122.48
PERFORMANCE ELEVATOR CONTRACTORS IN	0010-801-4210-38400	320.00	ELEVATOR MAINTENANCE	18-0067	315920	
						320.00
PITNEY BOWES INC	0010-801-1408-21350	111.41	MAILING INK		315921	
						111.41
PREFERRED ALLIANCE INC	0010-801-1801-31900	77.16	DRIVER TESTING		315922	
						77.16
PROCESS SOLUTIONS, INC.	0092-801-4222-23300	1,560.79	WATER-PUMP REPAIR		740 *	
						1,560.79
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	657.83	PAPER TOWELS, TISSUE, HAND SOAP		315923	

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PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	952.66	PAPER TOWELS, TISSUE, SEAT COVER		315923	1,610.49
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	39.80	SHOP RAGS		741 *	
	0060-801-4211-22150	39.80	SHOP RAGS		741 *	
	0060-801-4211-22300	25.00	UNIFORMS		741 *	
	0060-801-4211-22150	85.42	UNIFORMS		741 *	190.02
PUI SHEUNG YUK (DBA) YACA EDUCATION	0159-801-6507-31910	176.10	INSTRUCTOR-RECREATION CLASS		315924	176.10
PVP COMMUNICATIONS INC	0010-801-3112-38400	86.83	MOTORCYCLE JACK		742 *	86.83
QUILL CORPORATION	0010-801-3205-21350	202.06	FILE FOLDERS, INDEX, NOTES, LABEL		315925	
	0010-801-3205-21350	193.73	SMOKE CHECK SMOKE		315925	395.79
R S D REFRIGERATION	0010-801-4210-23700	84.00	FILTER		315926	
	0010-801-4210-23400	182.84	SPARK IGNITION CONTROL		315926	
	0010-801-4210-23400	78.70	INSULATION TAPE, FUSES		315926	345.54
RAYVERN LIGHTING SUPPLY CO.	0010-801-4210-23400	1,158.89	LIGHTS		315927	
	0010-801-4210-23400	2,391.30	LIGHTS		315927	3,550.19
RED WING SHOE STORES	0010-801-6516-22300	212.35	SAFETY BOOTS-F GONZALEZ	18-0110	315928	
	0010-801-6503-22300	225.00	SAFETY BOOTS-E HERNANDEZ		315928	
	0092-801-4223-22300	200.00	SAFETY BOOTS-J CARMONA		315928	637.35
REFRIGERATION PART SUPPLY	0010-801-3210-38400	84.00	PARTS FOR ICE MACHINE		315929	84.00
RELIANT IMMEDIATE CARE MEDICAL GROUP	0010-801-1801-31900	120.00	RESPIRATORY EXAMINATION		315930	

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						120.00
MANUEL REYES	0159-801-6507-31920	1,560.00	INSTRUCTOR-RECREATION CLASS		315931	1,560.00
ROBERT C. MAY (DBA) MAINSTREAM UNL	0010-801-1802-31950	75.00	HR CONSULTING SERVICES		315932	75.00
ROBERTSON'S	0022-801-4202-22400	836.38	CONCRETE		315933	836.38
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	505.72	MOTOR OIL/FLUID		315934	505.72
RUDY'S SIGN GRAPHICS	0010-801-3210-22300	26.94	LAST NAMES FOR HELMETS		315935	26.94
S C FUELS (DBA)	0060-801-4211-22250	9,532.93	FUEL	18-0120	315936	38,822.21
	0060-801-4211-22250	10,314.84	FUEL	18-0120	315936	
	0060-850-4211-22250	9,223.42	FUEL	17-0349	315936	
	0060-850-4211-22250	9,751.02	FUEL	17-0349	315936	
SAN ANDELL SWIMMING POOLS	0092-801-4222-23300	235.00	LIQUID CHLORINE		315937	235.00
SAN GABRIEL VALLEY BASKETBALL CLUB	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT (TRUST)		315938	200.00
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	291.23	WATER SERVICES		315939	368.06
	0092-801-4222-36300	76.83	WATER SERVICES		315939	
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	54.26	PROPANE		315940	368.06
	0060-801-4211-22250	44.74	PROPANE		315940	
	0060-801-4211-22250	58.91	PROPANE		315940	
	0060-801-4211-22250	24.79	PROPANE	18-0127	315940	
	0060-801-4211-22250	53.62	PROPANE	18-0127	315940	

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SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	55.72	PROPANE	18-0127	315940	
	0060-801-4211-22250	60.63	PROPANE	18-0127	315940	
	0060-801-4211-22250	52.64	PROPANE	18-0127	315940	
	0060-801-4211-22250	58.53	PROPANE	18-0127	315940	
	0060-801-4211-22250	53.71	PROPANE	18-0127	315940	
	0060-801-4211-22250	37.32	PROPANE	18-0127	315940	
	0060-801-4211-22250	57.01	PROPANE	18-0127	315940	
	0060-801-4211-22250	111.81	PROPANE	18-0127	315940	
	0060-801-4211-22250	65.98	PROPANE	18-0127	315940	
						789.67
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	450.00	PSYCHOLOGICAL EVALUATION		315941	
	0010-801-1801-31900	450.00	PSYCHOLOGICAL EVALUATION		315941	
						900.00
SEA CLEAR POOLS INC	0010-801-6503-38200	565.00	REPAIR EPD FILTER FITTING		315942	
	0010-801-6503-38200	244.45	REPAIR POOL		315942	
	0010-801-6503-38200	71.19	REPAIR POOL FILTER SYSTEM		315942	
						880.64
SIMPLEXGRINNELL LP	0010-801-4210-38400	1,337.81	ALARM SERVICES		315943	
						1,337.81
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	130.05	HOSE VALVE		315944	
						130.05
SMART & FINAL #321	0010-801-3210-22750	75.21	WATER		315945	
	0010-801-3210-22750	83.80	WATER		315945	
						159.01
SMS SYSTEMS MAINTENANCE SERVICES, I	0010-801-3115-38400	682.00	SERVER MAINTENANCE		743 *	
						682.00
SOTH-UNITED METHODIST CHRUCH	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT (TRUST)		315946	
						200.00

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SOUTH COAST AIR QUALITY	0060-801-4211-41100	223.66	AQMD FEES		315947	
	0060-801-4211-41100	127.46	AQMD FEES		315947	
	0060-801-4211-41100	223.66	AQMD FEES		315947	
	0060-801-4211-41100	127.46	AQMD FEES		315947	702.24
SOUTHEAST CONSTRUCTION PRODUCT	0022-801-4202-22400	79.66	REINFORCING STEEL REBAR	18-0082	315948	79.66
SPOK, INC.	0010-801-3112-32050	120.47	PAGING SERVICES	18-0073	315949	
	0092-801-4220-32050	4.75	PAGING SERVICES	18-0073	315949	
	0010-801-3112-32050	120.47	PAGING SERVICES	18-0073	315949	
	0092-801-4220-32050	4.75	PAGING SERVICES	18-0073	315949	250.44
REGGIE STEVENS	0159-801-6507-31910	89.70	INSTRUCTOR-RECREATION CLASS		315950	89.70
STONEAGE RESTORATION SERVICES, INC	0010-801-3210-38400	1,895.00	RESTORE TERRAZO TILE		315951	1,895.00
STRATUS TECHNOLOGIES IRELAND, LTD	0010-801-3115-38400	4,746.00	POLICE CAD/RMS SERVER	18-0004	744 *	4,746.00
SUPREME TROPHIES & GIFTS CO.	0010-801-3205-21350	22.94	STAMP		315952	22.94
TARGET SOLUTIONS LEARNING LLC	0010-801-3210-39400	5,290.00	FIRE ONLINE TRAINING PROGRAM	18-0128	315953	5,290.00
PETER THAI	0159-801-6507-31910	645.00	INSTRUCTOR-RECREATION CLASS		315954	645.00
THE CHRYSALIS CENTER	0010-801-1704-31950	5,652.58	BID MAINTENANCE	18-0104	315955	5,652.58
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	331.00	POLICE INFORMATION SERVICES		315956	331.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0075-450-0075-08420	113.08	UNIFORMS-D COLIN (TRUST)		315957	
	0075-450-0075-08420	113.08	UNIFORMS-D GARCIA (TRUST)		315957	
	0075-450-0075-08420	113.08	UNIFORMS-A YAN (TRUST)		315957	
	0075-450-0075-08420	39.33	UNIFORMS-TIE BARS (TRUST)		315957	
	0349-801-3201-39400	917.70	UNIFORMS-BUCKLES,TIPS		315957	1,296.27
LAURA R. TORRES-HOAGLAND	0159-801-6507-31910	33.15	INSTRUCTOR-RECREATION CLASS		315958	33.15
TRANSTECH	0010-801-6502-31950	300.00	LANGLEY RENOVATION		315959	
	0010-801-6502-31950	700.00	MAINTENANCE BID PACKAGE DESIGN		315959	1,000.00
LAURINDA SU TRUONG	0159-801-6507-31910	182.45	INSTRUCTOR-RECREATION CLASS		315960	182.45
DOROTHY TSU	0159-801-6507-31910	170.10	INSTRUCTOR-RECREATION CLASS		315961	170.10
RICHARD TULLIUS	0010-801-3210-38400	129.17	REIMBURSE WOOD		315962	
	0010-801-3210-38400	32.27	REIMBURSE HEADLAMPS FOR USAR		315962	
	0349-801-3201-39400	210.08	REIMBURSE TABLE MIRROR COATING		315962	371.52
TYLER TECHNOLOGIES, INC.	0010-850-5002-99067	150.00	POLICE SYSTEM SOFTWARE MAINT	17-0645	315963	150.00
U S ARMOR CORP	0010-801-3103-22300	314.10	CONCEALABLE VEST		315964	
	0229-801-3103-22300	314.09	CONCEALABLE VEST		315964	628.19
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-23300	241.31	COOLING TOWELS,SQWINCHER		315965	241.31
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	307.00	UNDERGROUND UTILITY SERVICES	18-0141	315966	307.00

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UNITED PUMPING SERVICES INC	0060-850-4211-31950	1,725.00	PUMPED OUT WASTE AND DISPOSED	17-0450	315967	1,725.00
UNITED SITE SERVICES OF CA INC	0092-801-4202-31950	41.15	RESTROOM RENTAL		315968	
	0075-450-0075-08600	1,089.47	RESTROOM RENTAL (TRUST)		315968	1,130.62
TONY URICH	0010-801-3104-22310	120.07	UNIFORM REIMBURSEMENT		315969	120.07
V & V MANUFACTURING INC	0010-801-3103-22310	112.86	POLICE BADGES		315970	
	0010-801-3101-22310	112.85	POLICE BADGES		315970	225.71
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	58.50	K-9 SUPPLIES/SERVICE		315971	
	0160-801-3103-22800	119.15	K-9 SUPPLIES/SERVICE		315971	
	0010-801-3111-31550	50.00	K-9 SUPPLIES/SERVICE		315971	227.65
PAUL VILLALOBOS	0010-801-1801-39400	1,587.00	TUITION REIMBURSEMENT		315972	1,587.00
VULCAN MATERIAL CO	0110-801-4202-23600	347.14	ASPHALT		315973	
	0110-801-4202-23600	1,417.81	ASPHALT		315973	1,764.95
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	4,768.37	METER SOCKET,CIRCUIT BREAKERS	18-0137	315974	
	0010-801-4210-23400	218.19	COUPLINGS,COMPRESSION CONNECTR		315974	
	0010-801-4210-23400	170.37	BOX,ELECT COVER,BRASS BLOTS		315974	
	0010-801-4210-23400	523.49	LED LIGHTS		315974	5,680.42
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	80.53	POWER STEERING-UNIT 049		745 *	
	0060-801-4211-23500	9.46	HEAVY DUTY HYDRAULIC FILTERS		745 *	
	0060-801-4211-23500	262.44	BREAK DISC-UNIT 910		745 *	
	0060-801-4211-23500	5.92	LAMP-UNIT WD84		745 *	

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WARREN DISTRIBUTING, INC.	0060-801-4211-23500	35.07	V GROOVE BELT-UNIT 944		745 *	
	0060-801-4211-23500	158.35	ENGINE MOUNT-UNIT 051		745 *	
	0060-801-4211-23500	99.55	WATER PUMPS		745 *	
	0060-801-4211-23500	13.11-	BATTERY-CREDIT		745 *	638.21
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	VOLATILE ORGANIC COMPOUNDS		315975	508.00
WEST COAST LIGHTS & SIRENS	0160-850-4211-54050	308.24	POLICE CAR CONVERSION	17-0431	315976	308.24
WESTCO SERVICE COMPANY	0010-801-4210-38150	865.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	730.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	455.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	315.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	1,198.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	715.00	AIR CONDITIONING REPAIR	18-0040	315977	
	0010-801-4210-38150	875.00	AIR CONDITIONING REPAIR	18-0040	315977	5,153.00
WESTERN EXTERMINATOR COMPANY	0010-801-4210-38100	50.00	PEST CONTROL		315978	
	0010-801-4210-38100	45.00	PEST CONTROL		315978	
	0010-801-4210-38100	45.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	50.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	65.00	PEST CONTROL		315978	
	0010-801-4210-38100	45.00	PEST CONTROL		315978	

* Indicates an E-Payable transaction

08/31/2017 9:10:17 AM

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WESTERN EXTERMINATOR COMPANY	0010-801-4210-38100	65.00	PEST CONTROL		315978	
	0010-801-4210-38100	40.00	PEST CONTROL		315978	
	0010-801-4210-38100	50.00	PEST CONTROL		315978	
	0010-801-4210-38100	65.00	PEST CONTROL		315978	
						760.00
WESTERN GRAPHIX / WESTERN ID (DBA)	0010-801-1801-21350	174.77	EMPLOYEE ID SUPPLIES		315979	
						174.77
WESTERN WATER WORKS SUPPLY CO.	0092-850-4223-23300	1,281.10	VALVE BOX, PLASTIC CHAIN, PUGS	17-0536	315980	
						1,281.10
WHITE CAP CONSTRUCTION SUPPLY	0092-801-4223-23300	389.09	PIPE REPAIR CLAM		315981	
						389.09
WHITE NELSON DIEHL EVANS LLP	0092-850-1403-31800	8,000.00	AUDIT SERVICES		315982	
						8,000.00
RICKY WONG	0159-801-6507-31910	15.40	INSTRUCTOR-RECREATION CLASS		315983	
						15.40
THOMAS WONG	0159-801-6507-31910	109.20	INSTRUCTOR-RECREATION CLASS		315984	
						109.20
QIU ZHEN	0010-701-0010-03630	68.00	REFUND PARKING CITATION		315985	
						68.00
TOTAL FOR REGULAR WARRANTS						3,139,059.78
PRINTED		3,095,393.74				
E-PAYABLE		43,666.04				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017

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TOTAL FOR PREPAID WARRANTS	99,764.20
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	3,095,393.74
TOTAL FOR PRINTED E-PAYABLES	43,666.04
TOTAL WARRANTS	3,238,823.98
TOTAL VOID CHECKS	4
TOTAL PREPAID CHECKS	64
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	228
TOTAL E-PAYABLES PRINTED	16
TOTAL CHECKS ISSUED	308

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/06/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	65,801.36	303,989.30	369,790.66
0012	RETIREMENT FUND	4,250.00	0.00	4,250.00
0022	STATE GAS TAX FUND	496.03	3,130.86	3,626.89
0043	REFUSE FUND	545.65	429,477.96	430,023.61
0060	CITY SHOP FUND	5,090.16	59,716.78	64,806.94
0061	SEPARATION BENEFITS FUND	0.00	4,745.18	4,745.18
0063	TECHNOLOGY INTERNAL SERV FUND	10,000.00	0.00	10,000.00
0071	PUBLIC SAFETY IMPACT FEE FUND	742.50	2,996.90	3,739.40
0075	SPECIAL DEPOSITS FUND	1,042.58	20,276.34	21,318.92
0080	WORKERS COMP FUND	0.00	6,047.00	6,047.00
0092	WATER FUND	556.58	28,455.88	29,012.46
0093	WATER TREATMENT FUND	0.00	413,824.12	413,824.12
0109	OPA PROPOSITION A	1,168.34	2,084.00	3,252.34
0110	MEASURE R FUND	0.00	17,867.06	17,867.06
0131	LIBRARY TAX FUND	0.00	501.64	501.64
0132	STC STANDARDS/TRAINING/CORREC	48.54	0.00	48.54
0136	POST	3,578.28	0.00	3,578.28
0152	HOME HOUSING PROGRAM	0.00	4,281.91	4,281.91
0159	RECREATION FUND	0.00	3,730.70	3,730.70
0160	ASSET FORFEITURE	2,432.85	3,958.75	6,391.60
0166	PROPOSITION C	0.00	28,000.00	28,000.00
0169	CDBG FUND	86.52	755.59	842.11
0176	MAINTENANCE DISTRICT 93-1	0.00	2,454.51	2,454.51
0229	BULLETPROOF VEST POLICE GRANT	0.00	314.09	314.09
0306	AB109 TASK FORCE GRANT	128.81	0.00	128.81
0344	MAINTENANCE GRANT (075)	0.00	2,728.50	2,728.50
0349	ELAC INSTRUCTIONAL SERV PROG	3,796.00	5,083.10	8,879.10
0428	CA COUNCIL FOR THE HUMANITIES	0.00	213.66	213.66

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 09/06/2017
 FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0445	LITERACY TRUST GRANT	0.00	32.00	32.00
0465	GROUND EMERG MEDICAL TRANSPORT	0.00	1,059.00	1,059.00
0510	INTEGRATED REGIONAL WATER MGMT	0.00	1,793,334.95	1,793,334.95
TOTAL		99,764.20	3,139,059.78	3,238,823.98



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-C.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

- (1) Approve the minutes from the regular meeting of July 5, 2017 and July 19, 2017 and the special meetings of July 5, 2017, July 17, 2017, and July 19, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:



Vincent D. Chang
City Clerk

Helena Cho
Secretary

Approved By:



Ron Bow
City Manager

Attachments: July 5, 2017 regular meeting minutes
July 19, 2017 regular meeting minutes
July 5, 2017 special meeting minutes
July 17, 2017 special meeting minutes
July 19, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 5, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 5, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:04 p.m.

ROLL CALL:

Interim City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian

Also Present:

Interim City Manager Ron Bow, Assistant City Attorney Karl Berger, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:04 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources and Risk Management Director

Employee Organizations: Bargaining Units: Service Employees' International Union, Local 721; Monterey Park Mid-Management Association, and Monterey Park Confidential Employee Association.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

**2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -GOVERNMENT
CODE SECTION 54956.9 (d) - Number of Cases: One**

Ying Chen, et al. v. City of Monterey Park, et al.

LASC Case Number: BC556199 (filed August 24, 2014)

**3. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: One**

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:57 p.m.

Action Taken: Agenda Item No. 2 was not heard. No reportable action taken during
Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 5, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 5, 2017 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:08 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Management Services Annie Yaung, Interim Director of Recreation & Community Services Robert Aguirre, Principal Management Analyst Bonnie Tam, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow requested Item No. 6D to be continued to a future council meeting date.

ORAL AND WRITTEN COMMUNICATIONS

- Police Captain Gordon announced that the police department is participating in the pink patch project in support of breast cancer awareness. They are selling pink patches and t-shirts with all proceeds going to the City of Hope.

MISSION STATEMENT

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RECESSED AND RECONVENED

The City Council recessed at 7:20 p.m. and reconvened with all council members present at 7:25 p.m.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JULY 5, 2017

See Successor Agency Minutes

2B. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

3. CITY OF MONTEREY PARK CONSENT CALENDAR

None.

4. PUBLIC HEARING

4A. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE DRAFT 2017-2018 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAMS

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds. Since the City of Monterey Park is an Entitlement City, the City is eligible to receive both CDBG and HOME funds which it has for many years.

Before Monterey Park can receive these funds, federal regulations require that a Consolidated Plan (i.e., five-year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving Community

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Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds. The Consolidated Plan was adopted by the City Council in 2015. In addition, federal regulations require adoption of an Annual Action Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2017 through June 30, 2018). As required by federal requirements, the City will submit its One Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by August 16, 2017.

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for PY 2017-18 is \$600,988 in CDBG funding and \$220,673 in HOME funding. In addition, the City is committing \$80,857 of CDBG carryover/reserve funds from prior years.

Action Taken: The City Council (1) opened the public hearing at 7:27 p.m. to receive testimonial and documentary evidence and closed the public hearing at 7:30 p.m.; and (2) adopted the One Year Action Plan for Program Year 2017-2018 and authorized the Interim City Manager to implement the adopted Action Plan including, without limitation, to execute appropriate agreements in a form approved by the City Attorney.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members:	Liang, Chan, Lam
Noes:	Council Members:	Ing
Absent:	Council Members:	None
Abstain:	Council Members:	Real Sebastian

5. OLD BUSINESS

5A. CONSIDERATION OF STREET SWEEPING SERVICES CONTRACT

The City Council directed staff to survey the street sweeping contracts of neighboring cities and present that information to the City Council at its July 5, 2017 regular meeting. The report includes the survey information and the request for Authorization to Advertise Street Sweeping Services - Solicitation for Bids. Staff recommends the City Council provide direction on how to proceed with the street sweeping services contract.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

Public Speakers:

- Nancy Arcuri spoke in support of continuing the street sweeping contract with Athens Services.
- Delario Robinson urged the City Council consider retaining Athens Services for the street sweeping services.
- Gary Clifford, representative of Athens Services, encouraged the City Council to renegotiate the street sweeping contract with Athens. He said the city is getting a great deal and that Athens Services has been providing the services for many years and the transition would be seamless.

Recommendation: It is recommended that the City Council consider: (1) providing direction to staff regarding the Street Sweeping Services Contract; and (2) taking such additional, related action that may be desirable.

Action Taken: The City Council tabled the Item for one month for staff to negotiate pricing, terms, bus shelter maintenance services, special events sweeping, incorporate additional services and to include a "Me Too" clause of other cities.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members:	Ing, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	Real Sebastian

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 5, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 314833-315083 and e-Payables numbered 000674-000686.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11942 allowing certain claims and demands per Warrant Register dated July 5, 2017 totaling \$1,520,644.54 specifying the funds out of which the same are to be paid.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

Motion: Moved by Council Member Liang and seconded by Council Member Ing, motion carried by the following vote:

Ayes: Council Members: Ing, Liang, Chan, Real Sebastian
Noes: Council Members: None
Absent: Council Members: Lam
Abstain: Council Members: None

Resolution No. 11942, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 5TH DAY OF JULY 2017 TOTALING \$1,520,644.54 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of June 7, 2017 and the special meetings of June 7, 2017, June 12, 2017, June 13, 2017 and June 14, 2017.

Action Taken: The City Council approved the minutes from the regular meeting of June 7, 2017 as amended to add “directed the City Manager to draft and send a five signature letter to each of the committees of the U.S. Senate and House of Representatives urging each of its members to support the award of the Congressional Gold Metal by signing on as a co-sponsor consistent with the intent herein and include a copy of the resolution there with” for Item No. 7A; and the special meetings of June 7, 2017, June 12, 2017, June 13, 2017 and June 14, 2017.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes: Council Members: Ing, Liang, Chan, Real Sebastian
Noes: Council Members: None
Absent: Council Members: Lam
Abstain: Council Members: None

6C. TIME EXTENSION (EX-17-04) FOR TENTATIVE MAP NO. 072976 (TM-15-02) TO SUBDIVIDE AIR-RIGHTS FOR A 5-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT – 221-223 SOUTH NEW AVENUE

In compliance with Monterey Park Municipal Code (MPMC) § 20.10.020, the applicant, Lily Xiao on behalf the property owner, is requesting a one-year time extension for Tentative Map No. 072976 (TM-15-02) to subdivide air-rights for a 5-unit residential condominium development at 221-223 South New Avenue. The

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

property is zoned R-3 (High Density Residential) and is designated High Density Residential in the General Plan.

On July 14, 2015, the Planning Commission adopted Resolution No. 13-15 approving Tentative Map No. 072976 (TM-15-02). On June 14, 2017, the applicant submitted a request for a one-year time extension to allow for additional time to complete the plan checking process. According to the applicant, the construction drawings, grading plans, street improvement plans, and LID/SUSMP plans have been approved. The final map was resubmitted for a second plan check review. The soils report was resubmitted for a third plan check review. The applicant anticipates obtaining approval on the final map and soils report within the next few months. If approval is granted, the property owner must obtain building permits to begin construction.

Pursuant to MPMC § 20.10.020, the City Council, upon good cause shown by the applicant, may extend the time limitation, once, for a period of not to exceed one year without a public hearing. Staff concurs with the request to allow additional time to work on the matter. If approved, Tentative Map No. 072976 (TM-15-02) will expire on July 14, 2018.

Action Taken: The City Council adopted Resolution No. 11943 approving a Time Extension (EX-17-04) for Tentative Map No. 072976 (TM-15-02) as amended to add the following language to the resolution; Section 4 "... provided that within two months from the date of this resolution the applicant resubmits the construction drawings to the Building and Safety Division for plan check and that the Final Map application be submitted to the Public Works Department for processing."

Motion: Moved by Mayor Real Sebastian and seconded by Mayor Pro Tem Lam, motion carried by the following vote:

Ayes:	Council Members:	Ing, Chan, Lam, Real Sebastian
Noes:	Council Members:	Liang
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 11943, entitled:

A RESOLUTION APPROVING AN EXTENSION OF TIME (EX-17-04) FOR TENTATIVE MAP NO. 072976 (TM-15-02) TO SUBDIVIDE AIR RIGHTS FOR A FIVE-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 221-223 SOUTH NEW AVENUE

MISSION STATEMENT

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6D. POLLING PLACES

At the May 3, 2017 council meeting, the City Council directed staff to bring back for further discussion a policy for establishing polling locations. City Clerk's staff contacted the Los Angeles County Registrar Recorder's, Election Division (County) and discussed policies, procedures and modernization of the election process. Additionally, staff looked into whether certain polling locations post a potential conflict of interest. Staff is seeking direction from the City Council as to whether it is necessary to set a policy for establishing polling locations for the next two standalone elections. Once consolidated with the County, any policies would become obsolete. Division 12 of the California Election Codes already sets forth guidelines for establishment of polling places.

Recommendation: It is recommended that the City Council: (1) receive and file findings for establishing polling places; (2) take such additional, related, action that may be desirable.

Action Taken: The City Council continued this item to a future meeting date.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

No Action Taken.

Mayor Pro Tem talked about his 4th of July celebration. He also announced that the next two summer movie events scheduled for July 21 at Sequoia Park and August 4 at Barnes Park.

Council Member Chan announced that he enjoyed the 4th of July celebration and invited the community to join the National Night out event scheduled for August 1, 2017.

Council Member Liang reported that he attended the Bow On Family Association 49th Anniversary of the Building Dedication. He stated he watched the fireworks show and expressed concern regarding the shorter duration of the fireworks show.

Council Member Ing thanked the men and women serving the county. He expressed concerns on illegal fireworks.

Mayor Real Sebastian announced the upcoming concert in the park at Barnes Park on August 13 and stated she will be appealing the Planning Commission decision regarding 420 N Atlantic Blvd. She reported she attended the National Mayors Conference in Miami, Florida and briefly spoke about hotels and Transient Occupancy Tax (TOT).

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

By consensus, the City Council agreed on having the city council speak at 7 p.m. for future 4th of July events.

8. **CLOSED SESSION**
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:47 p.m.

Vincent D. Chang
City Clerk

MISSION STATEMENT

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**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 17, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, July 17, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:01 p.m.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

- Nancy Arcuri, spoke in support of appointing Interim City Manager Ron Bow to the City Manager position.
- David Barron inquired about the number of candidates for the City Manager's position.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:05 p.m.

1. CONFERENCE WITH LABOR NEGOTIATOR - PURSUANT TO GOVERNMENT CODE § 54957.6

Agency Representative: City Attorney's Office

Unrepresented City Manager Candidate

Employee:

2. PUBLIC EMPLOYMENT – PURSUANT TO GOVERNMENT CODE § 54957

Title: City Manager

MISSION STATEMENT

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RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 8:53 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 19, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 19, 2017 at 5:30 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 5:30 p.m.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Teresa Real
Sebastian

Council Members Absent: Hans Liang

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:30 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: Two
2. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE §
54957.6
City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human
Resources and Risk Management Director
Employee Bargaining Units: Service Employees' International
Organizations: Union, Local 721; Monterey Park Mid-Management
Association, and Monterey Park Confidential Employee
Association.
3. CONFERENCE WITH LEGAL COUNSEL – THREAT OF LITIGATION -
GOVERNMENT CODE § 54956.9(d)(2). Number of Cases: One

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance
the quality of life for our entire community

4. CONFERENCE WITH LABOR NEGOTIATOR - PURSUANT TO GOVERNMENT
CODE § 54957.6

Agency Representative: City Attorney's Office
Unrepresented City Manager Candidate
Employee:

5. PUBLIC EMPLOYMENT – PURSUANT TO GOVERNMENT CODE § 54957

Title: City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:55 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 19, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 19, 2017 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:06 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Teresa Real Sebastian

Council Members Absent: Hans Liang

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Management Services Annie Yaung, Water Utility Manager Frank Heldman, Assistant City Engineer Rey Alfonso, Senior Planner Samantha Tawasart

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian, spoke about illegal fireworks and the cap and trade tax.
- Sheldon Dong, representative of Mark Keppel high school, spoke about the success of their recent fireworks booth; requested a stop sign on Emerson and Hellman Avenues; and spoke about his Eagle Scout accomplishment and asked the Council to provide projects that the Boys Scouts can participate in.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

- Jim Smith, Monterey Park Police Chief, invited everyone to the city's National Night Out event on August 1, 2017.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JUNE 2017

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

3. CITY OF MONTEREY PARK CONSENT CALENDAR

None.

4. PUBLIC HEARING

4A. CONSIDER THE PROPOSED CODE AMENDMENTS TO SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

These code amendments were considered by the Planning Commission at their June 27, 2017 meeting. Subsequent to discussion by the Commission, the Planning Commission approved a resolution recommending that the City Council approve the proposed code amendments as identified below.

CEQA (California Environmental Quality Act):

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

Public Speakers:

- Nancy Arcuri, spoke in opposition to the proposed ordinance.

MISSION STATEMENT

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Recommendation: (1) open the public hearing; (2) taking documentary and testimonial evidence; (3) closing the public hearing and considering the draft ordinance; (4) introducing and waiving the first reading of the ordinance and schedule second reading and adoption for August 2, 2017; and (5) taking such additional, related, action that may be desirable.

Discussion: City Council directed staff to provide a more restrictive ordinance addressing parking requirements, set-backs as well as the effects on water, sewer, traffic, fire and police upon the adoption of the draft ordinance.

Action Taken: The City Council (1) opened the public hearing at 7:27 p.m.; (2) took documentary and testimonial evidence; and (3) closed the public hearing at 7:33 p.m.

Draft Ordinance, entitled:

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN ACCORDANCE WITH GOVERNMENT CODE §65852.2

5. OLD BUSINESS

None.

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 19, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 315084-315307 and e-Payables numbered 000687-000704.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11944 allowing certain claims and demands per Warrant Register dated July 19, 2017 totaling \$658,563.39 and specifying the funds out of which the same are to be paid.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes:	Council Members:	Ing, Chan, Lam, Real Sebastian
Noes:	Council Members:	None
Absent:	Council Members:	Liang
Abstain:	Council Members:	None

MISSION STATEMENT

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Resolution No. 11944, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 19TH DAY OF JULY 2017 TOTALING \$658,563.39 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. MONTHLY INVESTMENT REPORT – JUNE 2017

As of June 30, 2017 invested funds for the City of Monterey Park is \$92,488,796.63.

Action Taken: The City Council received and filed the monthly investment report.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes:	Council Members:	Ing, Chan, Lam, Real Sebastian
Noes:	Council Members:	None
Absent:	Council Members:	Liang
Abstain:	Council Members:	None

6C. AWARD OF CONTRACT – FIRE DEPARTMENT BILLING AND COLLECTION SERVICES

Staff issued a Request for Proposal for Emergency Medical Services and Fire Prevention billing and collection services and administration of the Paramedic Ambulance Subscription Program. Staff seeks City Council consideration to award the contract to Wittman Enterprises, LLC.

Action Taken: The City Council awarded the billing and collection services contract to Wittman Enterprises, LLC and authorized the City Manager to execute an agreement in a form approved by the City Attorney. Funds are budgeted in the Fiscal Year 2017-2018 Adopted Budget and cost recovery as provided in the City's FY2017 Master Schedule of Fees and Charges.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes:	Council Members:	Ing, Chan, Lam, Real Sebastian
Noes:	Council Members:	None
Absent:	Council Members:	Liang
Abstain:	Council Members:	None

MISSION STATEMENT

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6D. APPROVAL OF 2017 TRAFFIC SPEED ZONE SURVEY

On March 1, 2017, the City Council awarded a professional services contract to KOA Corporation to update the City's Engineering & Traffic Survey, also known as a "Speed Survey" or "Traffic Speed Zone Survey." KOA has completed the Traffic Speed Zone Survey and the results and recommendations are presented in the report.

CEQA (California Environmental Quality Act):

The Project is exempt from further review under CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

Recommendation: (1) approve the recommended speed limits in the 2017 Traffic Speed Zone Survey; (2) approve a resolution adopting the 2017 Traffic Speed Zone Survey; and (3) take such additional, related, action that may be desirable.

Action Taken: The City Council by consensus directed staff to provide more information on the six (6) streets where the speed limits will be increased for consideration at the next Council Meeting.

Draft Resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, ADOPTING THE 2017 TRAFFIC SPEED ZONE SURVEY AND THE SPEED LIMITS SET FORTH IN THE SURVEY

RECESSED AND RECONVENED

The City Council recessed at 9:03 p.m. and reconvened with all council members present at 9:16 p.m.

6E. DESIGNATION OF "NO PARKING" AREAS ON NORTH ATLANTIC BOULEVARD BETWEEN WEST GARVEY AVENUE AND WEST EMERSON AVENUE

There are currently line of sight issues associated with vehicles parking along North Atlantic Boulevard between Garvey Avenue and Emerson Avenue. Staff investigated the situation and proposes installing red curbing to eliminate the line of sight issues.

CEQA (California Environmental Quality Act):

As a minor alteration to existing public facilities, this project is a Class 1 Categorically Exempt project pursuant to the California Environmental Quality Act (CEQA).

This item was heard after Item No. 6G.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

Action Taken: The City Council adopted Resolution No. 11945 establishing “no parking” areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue, per Monterey Park Municipal Code (“MPMC”) §10.48.090. The City Council directed staff to address other problematic areas in the city and to research a possible draft ordinance regarding food trucks.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Lam, Real Sebastian
Noes: Council Members: None
Absent: Council Members: Liang
Abstain: Council Members: None

Resolution No. 11945, entitled:
A RESOLUTION REGARDING NO PARKING REGULATIONS ON ATLANTIC BOULEVARD BETWEEN GARVEY AVENUE AND EMERSON AVENUE

6F. AWARD OF CONTRACT - SOUTH ATLANTIC BANNER POLES

The Engineering Division prepared bid specifications for the South Atlantic Banner Poles project. Staff has completed the bidding process and is recommending the award of contract to E.C. Construction.

CEQA (California Environmental Quality Act):
Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

Action: The City Council (1) authorized the Interim City Manager to execute a public works contract, in a form approved by the City Attorney, with E.C. Construction, in the amount of \$31,660.00 for the South Atlantic Banner Pole Replacement Project (Spec. 869) and (2) authorized the Interim Director of Public Works to approve change orders up to \$3,166.00 (up to 10% of the construction contract amount) for this project.

Motion: Moved by Council Member Chan and seconded by Council Member Ing, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Lam, Real Sebastian
Noes: Council Members: None
Absent: Council Members: Liang
Abstain: Council Members: None

MISSION STATEMENT

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6G. SERVICE CONTRACT – ON CALL ELECTRICAL MAINTENANCE SERVICES

At the June 7, 2017 meeting, City Council authorized the release of the on-call electrical maintenance services bid. Staff received three bids and is requesting award of contract to Baker Electric, Inc. The contract proposed is for a 3-year term, not to exceed \$300,000 (\$100,000 annually).

CEQA (California Environmental Quality Act)

The proposed work involves minor alterations to existing public facilities and therefore is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

Action Taken: The City Council authorized the Interim City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Baker Electric, Inc. not to exceed \$300,000, for on-call electrical maintenance services as amended to approve a not to exceed amount of \$100,00 per year for a total of \$300,000.

Motion: Moved by Council Member Ing and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members:	Ing, Chan, Lam, Real Sebastian
Noes:	Council Members:	None
Absent:	Council Members:	Liang
Abstain:	Council Members:	None

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Ing did not have anything to report.

Council Member Chan reported that he along with the Mayor and Interim City Manager attended the County meeting regarding the 710 Freeway extension. .

Mayor Pro Tem Lam reported that he attended the city's concert in the park at Barnes Park.

Mayor Real Sebastian announced the city's summer movie event at Sequoia Park on July 21.

8. CLOSED SESSION

None.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:54 p.m.

Vincent D. Chang
City Clerk

MISSION STATEMENT

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City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Award of Contract - North Atlantic Boulevard Traffic Signal Synchronization Project

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Comet Electric, in the amount of \$367,208.00 for the North Atlantic Boulevard Traffic Signal Synchronization Project;
2. Authorize the Interim Public Works Director to approve construction change orders and contingency up to \$55,081.00 or 15% of contract amount for this project;
3. Approve pre-funding the project using local Measure R Funds in the amount of \$422,289.00; and
4. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

The Engineering Division prepared bid specifications for the North Atlantic Boulevard Traffic Signal Synchronization Project. Staff has completed the bidding process and recommends award of contract to Comet Electric, the lowest responsive bidder in the amount of \$367,208.00.

BACKGROUND:

The project involves the implementation of new traffic signal timing on North Atlantic Boulevard between Hellman Avenue and Newmark Avenue to improve traffic flow through the corridor, in anticipation of several planned development projects within the corridor as well as outside of the corridor. The project includes the installation of wireless interconnection equipment at seven traffic signals to allow for synchronization

of the signal timing. The project also includes installation of “countdown” pedestrian signal heads, new left-turn phasing at Atlantic/Emerson and Atlantic/Mar Center-Ralphs, and partial realignment of the traffic lanes between Emerson Avenue and Garvey Avenue. On March 30, 2017, a total of five bids were received. The bid results were as follows:

RANK	BIDDER	BASE BID AMOUNT
1	COMET ELECTRIC	\$367,208.00
2	STURGEON ELECTRIC CALIFORNIA	\$371,100.00
3	CALIFORNIA PROFESSIONAL ENGINEERING	\$376,182.00
4	DBX INC.	\$401,899.00
5	BELCO ELECNOR GROUP	\$414,248.00

The bid submitted by Comet Electric is the lowest responsive bid from a responsible bidder. Comet Electric’s license was verified with the California State Contractor’s License Board to be current, active and in good standing. Staff also checked the contractor’s references and received positive feedback. Comet Electric has performed traffic signal improvement projects in the Cities of Santa Monica and Irvine, and the Port of Los Angeles.

Assuming the City Council awards the contract at tonight’s meeting, construction is anticipated to begin in October 2017 and be completed by February 2018.

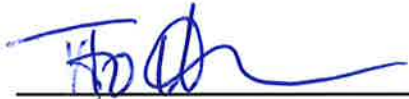
FISCAL IMPACT:

The City received a federal earmark in 2005 for the construction of a pedestrian bridge over North Atlantic Boulevard. Following staff analysis of the pedestrian bridge project, it was determined to be unfeasible. As such, staff has been working with Caltrans and Los Angeles County Metropolitan Transportation Authority (Metro) to re-purpose the funds so they can be used towards the North Atlantic Boulevard Traffic Signal Synchronization Project. This entails the project be funded with Metro Proposition C funds that have been re-purposed by Caltrans from the original SAFETEA-LU Grant Funds (Account No. 0342-5001-91944), and the City’s Measure R funds (Account No. 0110-5001-91944) as the local match.

Unfortunately, this process has taken an inordinate amount of time to complete. To date, Metro has approved the project as an eligible expense for their Proposition C funds and has provided the City a letter of “no prejudice” which authorizes the City to proceed with the expenditure of the funds prior to the execution of the grant Memorandum of Understanding (MOU). While Metro staff is very confident that Caltrans will approve the re-purposing of the funds, staff cannot guarantee Caltrans will approve the re-purposing. There is no timetable on when the MOU will be executed and staff has been holding off on this vital project for over three months waiting for the MOU to be executed.

Due to the need for the signal synchronization project and the favorable timing as the area is already under construction, staff requests pre-funding of \$422,289 in Measure R funds towards this project. Once the MOU is executed, the Measure R funds will be replaced back in the City's Measure R Fund reserves. However, in the unlikely possibility that Caltrans rejects the re-purposing, the Measure R funds will be spent. At this time, these Measure R funds have not been allocated towards any specific project. But it may impact future Measure R appropriations for street and/or sidewalk repair projects.

Respectfully submitted by:



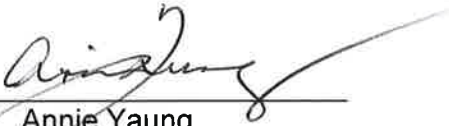
Tito Haes
Interim Director of Public Works

Prepared by:



Rey Alfonso
Assistant City Engineer

Approved by:



Annie Yaung
Interim Director of Management
Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Comet Electric Bid

ATTACHMENT 1

Comet Electric Bid

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Comet Electric, Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

- Contractor will submittal all documents required to the Public Works Department within 10 calendar days of award of bid.

- The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.
- Contractor shall complete work within sixty (60) working days after the date specified in the Notice to Proceed.

	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization	1	LS	\$ 25,000 00	\$ 25,000 00
2.	Traffic Control	1	LS	\$ 10,000 00	\$ 10,000 00
3.	Traffic Signal Modifications				
	a. Atlantic Boulevard @ Hellman Avenue	1	LS	\$ 22,000 00	\$ 22,000 00
	b. Atlantic Boulevard @ Mall Driveway	1	LS	\$ 35,000 00	\$ 35,000 00
	c. Atlantic Boulevard @ Emerson Avenue	1	LS	\$ 87,000 00	\$ 87,000 00
	d. Atlantic Boulevard @ Mar Center/ Ralphs Driveway	1	LS	\$ 40,000 00	\$ 40,000 00
	e. Atlantic Boulevard @ Garvey Avenue	1	LS	\$ 56,000 00	\$ 56,000 00
	f. Atlantic Boulevard @ Newmark Avenue	1	LS	\$ 20,207 00	\$ 20,207 00
	g. Hellman Avenue @ Mall Entrance	1	LS	\$ 15,501 00	\$ 15,501 00
4.	Signage, Striping & Pavement Markings	1	LS	\$ 56,500 00	\$ 56,500 00
TOTAL BID IN FIGURES					\$ 367,208.00
TOTAL BID IN WORDS					Three hundred sixty seven thousand two hundred and eight dollars and no cents

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: <u>Smithson Electric</u>	<u>LOOPS</u>	<u>\$5,700.00</u>
Address: <u>1938 E Katella Ave Orange, CA 92667</u>		
Tel: <u>(714) 997-9556</u>		
Name: <u>Chrisp Company</u>	<u>Striping</u>	<u>\$47,647.00</u>
Address: <u>2280 S Lilac Ave, Bloomington, CA 92316</u>		
Tel: <u>(909) 746-0356</u>		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$ _____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name <u>City of Santa Monica</u>	Project Name and Brief Description Main Street Traffic Signals Modification Project Main Street/Bicknell Ave & Main Street/Hill Street	
Contact Name and Title <u>Andrew Maximous</u>		
Tel: <u>(310) 458-4982</u>	Contract Value: \$ <u>250,950.00</u>	Year Completed: <u>2016</u>
E-mail: <u>Andrew.Maximous@smgov.net</u>		

Reference 2		
Agency Name <u>City of Irvine</u>	Project Name and Brief Description Barranca Parkway/Muirlands Boulevard Regional Traffic Signal Synchronization Project	
Contact Name and Title <u>Uyenly Bui</u>		
Tel: <u>(949) 724-6000</u>	Contract Value: \$ <u>1,012,417</u>	Year Completed: <u>2016</u>
E-mail: <u>uyenlybui@cityofirvine.org</u>		

Reference 3		
Agency Name <u>Port of Los Angeles</u>	Project Name and Brief Description John S. Gibson Blvd/ 110 Access Ramp Improvements Traffic Signal and Street Lighting	
Contact Name and Title <u>Jesse Gonzalez (C.A. Rasmussen)</u>		
Tel: <u>(661) 367-9040</u>	Contract Value: \$ <u>1,755,622.00</u>	Year Completed: <u>2016</u>
E-mail: <u>jgonzalez@carasmussen.com</u>		

Reference 4		
Agency Name <u>NBC Universal</u>	Project Name and Brief Description US 101 Improvements, Universal Studios Blvd Traffic Signal and Street Lighting	
Contact Name and Title <u>Sherri Evans (Powell Constructors)</u>		
Tel: <u>(909) 356-8880</u>	Contract Value: \$ <u>1,641,563.00</u>	Year Completed: <u>2016</u>
E-mail: <u>sherri@powellconstructors.com</u>		

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Steve Brown

Date of Inspection: March 22, 2017

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates 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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name:

Comet Electric, Inc.

Authorized Signature:

Name and Title:

Adam Saitman, President

Date:

March 29, 2017

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the President of Comet Electric, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name:

Comet Electric, Inc.

Authorized Signature:



Name and Title:

Adam Saitman, President

Date:

March 29, 2017

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been NO has been _____ (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is has been YES explain the circumstances below:

Bidder's Name: Comet Electric, Inc.
Authorized Signature: 
Name and Title: Adam Saitman, President
Date: March 29, 2017

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

~~has not been~~ NO ~~has been~~ _____ (Indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name:

Comet Electric, Inc.

Authorized Signature:



Name and Title:

Adam Saitman, President

Date:

March 29, 2017

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been NO has been _____ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name:

Comet Electric, Inc.

Authorized Signature:

Name and Title:

Adam Saitman, President

Date:

March 29, 2017

BIDDER INFORMATIONBidder's Name: Comet Electric, Inc.Address: 21625 Prairie Street, Chatsworth, CA 91311Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: 681827 A, B, C-10**Contact Person Information:**Name: Jason Pennington Title: CFOE-mail: jasonpennington@cometelectric.com Tel: (818) 340-0965

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Adam Saitman, President - 21625 Prairie St, Chatsworth, CA 91311 (818) 340-0965Keith Berson, Executive Vice President - 21625 Prairie St, Chatsworth, CA 91311 (818) 340-0965Jason Pennington, CFO - 21625 Prairie St, Chatsworth, CA 91311 (818) 340-0965

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

P.S. Development CorpCapri Construction

Previous contract performance history:

Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 29 day of March, 2017.

BIDDER

Comet Electric, Inc.



Adam Saitman, President

Subscribed and sworn to this _____ day of _____, 20__.

see attached

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 29th day of March, 2017,
by *Date* *Month* *Year*

(1) Adam Scitman

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

PROPOSAL GUARANTEE**BID BOND**Bond No.: N/A

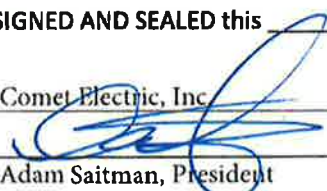
KNOW ALL MEN BY THESE PRESENTS that Comet Electric, Inc. as BIDDER, AND Hartford Fire Insurance Company as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten percent of the amt. bid (\$ 10% of Bid) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the North Atlantic Boulevard Traffic Signal Synchronization Project from Hellman Avenue to Newmark Avenue, **SPECIFICATION NO. 860** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

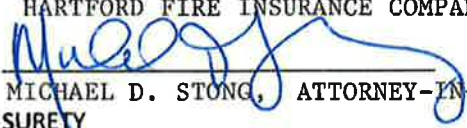
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 21st day of MARCH, 2017.

SIGNED AND SEALED this _____ day of _____, 20__.

Comet Electric, Inc.


Adam Saitman, President
PRINCIPAL

HARTFORD FIRE INSURANCE COMPANY


MICHAEL D. STONG, ATTORNEY-IN-FACT
SURETY

PRINCIPAL's MAILING ADDRESS:

21625 Prairie Street

Chatsworth, CA 91311

SURETY's MAILING ADDRESS:

ONE POINTE DR.

BREA CA 92821

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

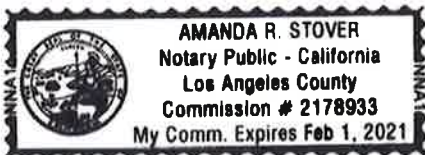
State of California)

County of Los Angeles)On 3/29/17 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Adam Saitman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

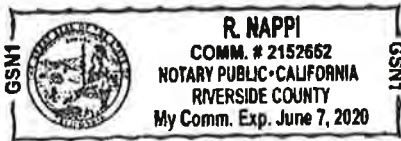
On 3/21/17 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-254507

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Michael D. Stong, Rosemary Nappi, Jeremy Pendergast of RIVERSIDE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 3/21/17.
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Workforce and Fleet Management System

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a one-year agreement, in a form approved by the City Attorney, with Smart Energy Systems LLC (SES), to implement the pilot workforce management system for a cost not to exceed \$38,000;
2. Approve the option to include the Fleet Management and Fleet Tracking Solution at a cost not to exceed \$22,000; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 24, 2017, the Public Works Department released a request for proposal (RFP) for a workforce and fleet management pilot program for the Water Division. The City received 5 proposals in response to the RFP. Staff requests City Council authorization to award a one-year contract to Smart Energy Systems (SES) at a cost not to exceed \$60,000.

BACKGROUND:

The FY2017 budget includes a capital project for the purchase of software and hardware for the Pilot Mobile Workforce Management System for the Water Division. Current technology exists to improve the efficiency of water utility operations through a computerized program. The pilot workforce management system would allow field workers to use tablets and smart phones to obtain live data from meter readings and other sources as well as to determine the exact location of equipment and infrastructure (e.g., valves, backflow devices, and fire hydrants) to complete their work orders. The system would be compatible with the City's Geographic Information System (GIS) mapping software – ESRI – that will include all City utilities (water, sewer, etc.). The software would be integrated with the City's existing billing software in order to expedite responses to customer requests for repairs or turn ons/off. The computerized system that can track crews and truck equipment would then be able to identify which workgroup should be dispatched for a particular job based on their proximity. Benefits of the automated system include reduced errors in transcribing information from printouts

in addition to automatic recordkeeping of details of the work order (e.g., date and time, location, etc.) that would otherwise have to be handwritten and re-entered at the end of the workday.

Staff researched various off-the-shelf software programs currently available to better understand their capabilities to determine which would best serve the City's water operations. A request for proposal (RFP) was released on May 24, 2017 and sent directly to 9 firms that provide workforce and fleet management products: IDModeling-Sedaru, Smart Energy Systems, Fleetmatics, Maintenance Connection, Nova Mobility, Verizon, Cartegraph, WebMapSolutions, and Cityworks. The RFP was also posted on the City's website. A mandatory pre-bid meeting was held on June 19 and five firms attended. By the close of the RFP period, July 5, 2017, five firms submitted proposals and Cartegraph respectfully submitted a no-bid. The proposals were evaluated based on 3 criteria:

- Objectives identified in the RFP - operational efficiency, enhanced customer service, increased operator productivity, 34 points
- Support and Training, 33 points
- Cost Effectiveness, 33 points

The proposals' cost and evaluation score are provided in the following table.

Firm	Cost	Score
Smart Energy Systems	\$37,480	96
IDModeling - Sedaru	\$33,050	90
HiperWeb	\$45,000	77
WebMapSolutions	\$185,000	57
doForms	\$16,600*	Disqualified

*Estimated cost.

Based on the evaluation of the proposals, staff selected three for further evaluation (in-person interviews): HiperWeb, IDModeling-Sedaru, and Smart Energy Systems. doForms was disqualified because its proposal did not provide information on similar past projects that have been completed for other agencies, or qualifications of the personnel who would be working on the project. This information was requested in the RFP and critical in assessing whether the off-the-shelf product is well tested and debugged. WebMapSolutions proposes an acceptable solution. Its costs, however, are extremely high and excessive for the capabilities of its product.

Staff conducted interviews with the three finalists to better understand their system's functionality and costs for the different components. While IDModeling-Sedaru has the capability to provide some very sophisticated modeling applications, the cost for the basic features, as requested in the RFP, would be more than \$180K. Its proposal cost of \$33,050 is limited to water distribution operations. Smart Energy Systems proposed the most cost effective solution that would serve all three water operations: distribution, commercial and production. In addition, Smart Energy System's proposal cost includes

integration with the City's existing water billing software, Bill Master, future Munis software, and the City's GoMPK application, the online service request program for Monterey Park residents and staff.

Staff requests the City Council award a contract to Smart Energy Systems based on the evaluation of their proposal and their interview presentation. The contract is for a one-year pilot project, that includes start-up, implementation and the fleet management option, at a total cost not to exceed \$60,000. The fleet management option includes both hardware and software for fleet tracking (\$12,000), as well as laptops and tablets to administer the workforce management solution (\$10,000).

FISCAL IMPACT:

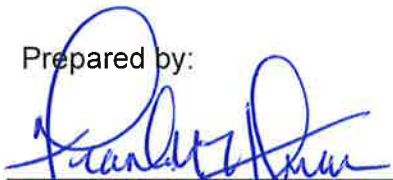
The FY2017 budget included \$50,000 in Water Operation funds for the pilot project that have been carried over to the FY2018 budget, 0092-801-4225-82261. The additional \$10,000 will be paid for with Water Operations funds in the FY2018 budget: 0092-801-4221-23000.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works

Prepared by:



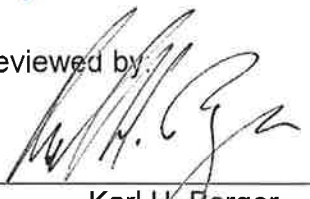
Frank M. Heldman
Water Utility Manager

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. Request For Proposals (RFP)
2. Smart Energy Systems Proposal

ATTACHMENT 1
Request For Proposals (RFP)

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

PILOT WORKFORCE AND FLEET MANAGEMENT SYSTEM REQUEST FOR PROPOSALS (RFP) May 24, 2017

The City of Monterey Park (City) requests proposals for a pilot workforce and fleet management solution for the Water Division.

Sealed proposals must be received **before 11:00 a.m. on Tuesday, June 20, 2017**, by the City Clerk's office for the City of Monterey Park, 320 W. Newmark Ave., Monterey Park, CA, 91754, for the *implementation of a Mobile Workforce and Fleet Management System*.

All proposers must attend a mandatory pre-proposal conference that will be held at **11:00 a.m. on Tuesday, June 13, 2017**, in the Community Room at City Hall, 320 W. Newmark Ave., Monterey Park, CA, 91754.

All questions must be in writing and submitted to George Noriega at gnoriega@montereypark.ca.gov no later than **Monday, June 12, 2017**. Responses to questions will be made available at the pre-proposal conference.

Please contact George Noriega or Amy Ho at (626) 307-1320 for any questions related to the bid process.

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

Frank M. Heldman
Water Division

**CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL
PILOT WORKFORCE MANAGEMENT SYSTEM**

I. PROPOSAL INSTRUCTIONS

In the preparation of this Request for Proposal the words "Bidder," "Contractor," and "Consultant" are used interchangeably.

1. Submittal. Proposals must include Exhibits A & B, in addition to the proposal document as described in Section 10, *Proposal Format*, in a sealed envelope with the wording "Workforce Management System Proposal" and closing date marked on the outside. Submit two copies of the proposal in addition to the original; do **not** bound the original.

Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.

2. Signature. Only an authorized representative of the bidder can sign the proposal.
3. Mandatory Pre-proposal Conference. All proposers must attend the pre-proposal conference that will take place on **Tue., June 13, 2017 at 11:00 a.m.**
4. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP. Addendums will only be sent to proposers who attend the pre-proposal conference.
5. Alternatives. Any alternatives must be set forth as described in Section 8 in the *Scope of Work and Format*. The City has the option of accepting or rejecting any alternative proposal.
6. Interviews. During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only.
7. Sub contractors. The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
8. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if: a) It is received at any time after the exact date and time set for receipt of proposals; b) It is not prepared in the format prescribed; and/or c) It is signed by an individual not authorized to represent the firm.

The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a

proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Monterey Park.

The City reserves the right to reject any or all proposals, and/or waive irregularity in any proposal.

9. Disposition of Proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.
10. Proposal Changes. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.
11. Currency. All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
12. Default. In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.
13. Assignment. No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
14. Indemnification. The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.
15. Insurance. This is a contract involving services and the City requires insurance. Insurance must be primary insurance and must name the City of Monterey Park as an additional insured. Proof of insurance in the following amounts must be provided prior to contract signing; liability in the amount of \$2,000,000, automotive in the amount of \$1,000,000, worker's compensation in accordance with California law and Pollution Liability or Errors & Omissions of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Specific insurance requirements are set forth in the sample contract.
BIDDERS MUST SIGN AND RETURN EXHIBIT B, INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.

16. Due Date. All proposals must be received before the deadline. Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.
17. Proposal Questions. Questions can be submitted to George Noriega at Noriega, GNoriega@montereypark.ca.gov. The last day for questions will be **Mon., June 12, 2017.**

II. CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as Exhibit "C."

III. SCOPE OF WORK AND FORMAT

1. Project: The City's Water Division is seeking to implement a pilot workforce and fleet management solution that would remotely monitor and track its workforce and vehicles in order to improve the efficiency of its operations.

The pilot program will be for the Water Division. If successful, the program would be expanded to include the entire Public Works Department.

Proposer has the option to submit a proposal for one solution – workforce management or vehicle tracking – or both. City will also accept the collaboration of two firms partnering together to propose a comprehensive package for both workforce and vehicles.

2. Proposal Schedule: Following is a tentative schedule of events:

Release of RFP – May 30, 2017
Deadline for Questions – June 12, 2017
Pre-proposal Conference Meeting – June 13, 2017
Deadline for Proposal Submittal – June 20, 2017
Interviews with Shortlist – June 26 – June 30, 2017
Award of Contract – July 19, 2017

3. Pre-Proposal Conference Meeting: All proposers must attend a mandatory pre-proposal conference that will be held at **11:00 a.m. on Tuesday, June 13, 2017**, in the Community Room at City Hall, 320 W. Newmark Ave., Monterey Park, CA, 91754.

Responses to all questions will be provided at this time. Addendums will only be sent to proposers who attend the meeting.

4. Evaluation of Proposals: Proposals will be evaluated based on the following qualifications criteria:

- a) Ability to meet objectives identified in Section 7
- b) Support and training
- c) Cost effectiveness

5. Recommendation to City Council for Contract Award

Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and at the City's sole discretion. The Council is under no obligation to contract with any applicant.

6. Background:

City

The City of Monterey Park was incorporated in 1916 as a general law city that operates under the council/manager form of government. The City operates its own Fire and Police Departments in addition to a Water Division that supplies water to 95% of its residents. Private water companies service the remaining portions of the City.

Location

The City of Monterey Park is located in the western gateway to the San Gabriel Valley in Los Angeles County just a few miles east of downtown Los Angeles. Its municipal boundaries encompass 7.73 square miles with a population of 61,346.

The City's water system is composed of 12 deep wells in the vicinity of Rio Hondo River outside the City's limits in the City of Rosemead. The City has 5 treatment facilities, 13 storage reservoirs and 11 pumping stations. The central treatment system is located in the City of Rosemead at 2657 Delta Avenue.

Workforce

The Water Division consists of 3 work groups: Distribution, Commercial and Treatment. There are 21 employees: 9 in Distribution, 4 in Commercial, 6 in Treatment in addition to the Water Utility Manager and Principal Management Analyst who support all 3 divisions.

The Public Works Dept. includes 4 divisions: Engineering, Maintenance, Parks and Water. Engineering has 8 employees; Maintenance, 23 employees; and Parks, 10 employees; for a total of 62 employees.

Fleet

Of the fleet of 72 vehicles in the Public Works Dept., the Water Division has 24 vehicles. The total City fleet is 194 vehicles.

City cellular network: Verizon

Headquarter Location

The headquarter location for the workforce and fleet management system will be at the City Yard, 751 S. Alhambra Ave., Monterey Park, CA 91755.

Type of Work

The workforce and fleet management system will be used to manage water production, treatment and distribution.

7. Objectives: The objectives of the workforce system are listed below:

- Improve operational efficiency
- Enhance customer service
- Increase safety/reduce accidents
- Increase operator/vehicle productivity
- Assess cost of operating City fleet
- Gain visibility into fleet performance
- Reduce fuel consumption/fuel slippage
- Reduce vehicle idling

8. Required Qualifications:

- a) Interface with ESRI.
- b) Comprehensive off-the-shelf cloud based Workforce management system that can manage work orders, assets, service requests, and reporting, and be integrated with other City data management systems.
- c) Minimum 5 years of experience with electric, water and gas utilities.
- d) Implementation within 4 months of notice to proceed.
- e) Native iOS, Android and responsive web portal.
- f) Minimum of 3 similar projects that have been implemented

9. Functional Requirements of the Workforce and Fleet Management System

- 1) Functionality includes access to ESRI maps, completing work requests, entering resources, creation of assets, editing of assets including location and attributes, and creation of a work request.
- 2) Automated email notifications and/or alerts: for reminders for tracking expiring agreements, warranties, and maintenance renewals; when a task/work request is assigned to an employee; for material reorder.
- 3) Ability for users to select and update assets, create work orders, and inspections from within a map.
- 4) Efficient and considered best practices for the asset creation and tracking process (for instance, create asset in GIS, then push to CIS).

- 5) Field ability to remotely pull up the complete history of an asset. Field ability to update or add asset management data.
- 6) System has asset hierarchy that can include locations, sub locations, parent assets and child assets.
- 7) Ability to produce, track and maintain warranty information, maintenance renewals, and generate inspections on all assets, along with the ability to issue preventive maintenance work requests.
- 8) Maintenance triggers and schedule based on customer defined parameters such as warranty expiration, usage hours, flow volumes, asset age, etc.
- 9) Ability to easily view the history of work performed on an asset, the resources used and the cost as well as a summary of the total cost of maintaining an asset.
- 10) System connects with barcode readers, RFID tags and QR codes to update the asset audit information. Vendor will provide list of compatible RFIDs, QR code or Bar Code systems.
- 11) Ability to keep track of inventory across multiple locations.
- 12) System has integrated warehouse inventory management with the work order system, so that materials checked out of a warehouse are associated with a work order.
- 13) Ability to capture time entry direct from field staff with direct integration with timekeeping system.
- 14) Ability to provides an interface to access various guides and documents for completing the work in the field
- 15) System comes with a large set of canned reports for the most commonly used metrics and has the ability to create custom reports.
- 16) Ability to export data to MS Excel.
- 17) Map viewer can use tools for performing basic geographic and EAM related tasks (e.g., calculating measurements, determining relationships between assets, work orders and service requests).
- 18) Ability to provide a web-based portal for City employees (internal customers) to create and submit requests for service.
- 19) Integrated with Customer/Citizen portal (external portal) creating service requests that would be visible to the administrator to be able to assign / change a work order.

10. Proposal Format

Proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Each proposal must include a technical proposal and cost proposal.

PART I - TECHNICAL PROPOSAL

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Section 1: Introduction - Contents to be determined by contractor.

Section 2: System Description – Include detailed information on the devices and equipment. Proposer shall answer the following questions or elaborate on the functionality:

- 1) Typical users of the system require simple, intuitive navigation capabilities with minimal steps. Describe how your proposed solution addresses this issue.
- 2) Can each user customize their screens (e.g., ability to edit, create, and delete pages or forms through easy-to-use configuration)?
- 3) Describe how the system provides real time pre-integration to AVL/GPS partners.
- 4) Pre-integration with document management systems like Open Text, SharePoint, Content Management Systems etc.
- 5) Web-enabled architecture with published open Application Program Interfaces (API's).
- 6) Identify interface methods (i.e. SFTP, web services, and rest services) available for integration of services.
- 7) Describe the ability to operate Software with full functionality from a mobile app supported on iOS and Android platforms.
- 8) Is the system compatible with Internet Explorer, Chrome, Firefox, and/or Safari?
- 9) Can the system provide Offline mode to enable working in remote locations?
- 10) Describe software installation, data import services, configuration and module training for all users.
- 11) Can the vendor provide 24-hour support to City employees and customers and use a system for logging, managing, and communicating technical issues?
- 12) Will the vendor install Software patches, updates, and minor version upgrades, when they become available as part of ongoing support and maintenance services?
- 13) Can the system provide details of data backup and redundancy standards for preventing data loss?
- 14) What are the change management measures adopted by vendor to ensure smooth transition?

- 15) Describe the ability to electronically initiate, assign, and track both pre-defined and user-defined work requests against an asset and track from inception through completion with a flexible, easily managed workflow process.
- 16) Can the user create work orders directly from service requests or otherwise?
- 17) Does the system have the capability to attach multiple electronic documents and photographs to a work request for accessing necessary information as related to the asset?
- 18) Can the user be able to highlight, bookmark digital documents for future use and leverage in day to day work?
- 19) Can the system schedule recurring preventive maintenance (PM) activities on specified dates, days of the week, days of the month based on rules for events, time, etc.?

Section 3: Work Program & Schedule - Describe the work or tasks to be performed. Propose a schedule of activities.

Section 4: Project Management & Assigned Personnel - Describe the proposed management structure and role of subcontractors (if any). Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Section 5: Subcontractors - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Section 6: Program Monitoring - Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

Section 7: Contractor Capability and References - Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients. Provide a minimum of 3 references.

Section 8: Alternative Proposals - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc.

PART II - COST PROPOSAL

The Cost Proposal must list the name and complete address and be signed by an authorized representative of the proposer.

Costs must be itemized and the total must be clearly indicated. Monthly or annual subscription proposals should detail the cost per user, training if any, activation fees, applicable taxes and discounts for multiple year contracts.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. If general, overhead, and administrative costs are not itemized, it is assumed to be included in the hourly rate for labor. All contingencies and/or anticipated escalations are to be included. No additional funds will be paid above and beyond the total cost

Exhibit A

**CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL
PILOT WORKFORCE MANAGEMENT SYSTEM**

1. Return original Proposal to:

City of Monterey Park
City Clerk
320 W. Newmark Ave.
Monterey Park, CA, 91754

2. Proposer must attend pre-proposal conference meeting.
3. Proposer must honor proposal prices for sixty (60) days.
4. Proposals must include this Proposal form and be signed by the vendor's authorized representative.
5. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company

Address

Name (Print)

Signature

Company Phone No.

Title of Person Signing Bid

Exhibit B

INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2M
Professional liability	\$1M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates

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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this form may render the bidder's proposal "nonresponsive."

Date

Bidder

Exhibit C

Agreement No. _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CONSULTANT

This AGREEMENT is entered into this 16th day of July, 2015, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and CONSULTANT, a California Corporation and TYPE OF BUSINESS firm ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed AMOUNT dollars (\$###.###) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "B") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$25,000 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder.

Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from **DATE** to **DATE**. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions.

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of

CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
 - i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
 - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to

name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY’s behalf upon the CONSULTANT’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY

City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754
Attn: Frank H. Heldman

CONSULTANT

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are TWO (2) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

36. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

37. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

39. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the

proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

CONSULTANT

Ron Bow,
Interim City Manager

NAME,
TITLE

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. _____
Business License No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

Insurance reviewed by: _____

ATTACHMENT 2
Smart Energy Systems Proposal

ATTACHMENT 2
Smart Energy Systems Proposal

Pilot Workforce Management System

Request for Proposal

Original



Prepared by

Smart Energy Systems

June 26, 2017



19900 MacArthur Blvd, Suite #370
Irvine, CA 92612
Phone: 909.217.3344
www.smartusys.com

Cover Letter

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Date: 26th June, 2017

To: City of Monterey Park
City Clerk
320 W. Newmark Ave.
Monterey Park, CA, 91754

Subject: Response to Request for Proposal for 'Pilot Workforce Management System'

Thank you for the opportunity to submit our response to City of Monterey Park (City) detailing our **SaaS-based, Mobile Workforce and Fleet Management solution** that streamlines business operations of utility and facilitate end-to-end field workforce and fleet management activities. To meet the objectives of City, as outlined in the attached response, **Smart Energy Systems (SES)** is proposing its **award-winning, Smart Mobile Workforce (SMW®) platform** that provides one-stop web & mobile interface for field crews, supervisors, contractors and back-office staff. The proposed SMW® platform enables utility staff to have unified view of all work orders, assets and service requests in both tabular and map view.

The SMW® web and mobile platform is a proven solution in use with Utilities of similar size and complexity. Additional points to consider regarding SES and our capabilities:

- **An Award Winning Solution** - SMW®, winner of '**2015 Mobility Tech Zone Mobile Power Excellence Award**',
- Example of SMW® production deployments include **Pacific Gas and Electric Company (PG&E), Los Angeles Department of Water and Power (LADWP), Glendale Water and Power (GWP), Aquarion Water, Fairfax Water, San Diego Gas & Electric (SDG&E), , Westland Water District, Central Iron County Water Conservancy District (CICWCD)** etc..
- SMW® has **pre-built integrations with CIS, City's timekeeping system, AVL/GPS system, Open Text, SharePoint, Content management systems**, and other utility enterprise software systems to ensure fast and robust implementation.
- We are **domain experts exclusively focused on the energy and utility industry**. Our team includes industry veterans who bring extensive experience in deploying technology solutions at utility companies.
- **Pre-Built Functionality** - SMW® modules provide pre-built functionality such as Work order, Asset management, Inventory management, Notification, Dynamic forms, Mobile library, Time management, Service request, GIS enablement, Analytics & Reporting to support RFP requirements.
- **Quick Implementation** - With pre-built integration and project accelerators, we are confident that we can deliver the SMW® solution in **14 to 16 weeks**.

Company Details

Legal Name	Smart Energy Systems, LLC
Address of the Firm (headquarter and branch address)	19900 MacArthur Blvd, Suite #370, Irvine, CA 92612
Phone	949-842-9470
Fax	909-614-7125

This proposal and the cost remain valid for sixty (60) days after the listed due date for the proposal, or on the date the last, best, and final offer has been submitted. Our experience for other utility clients along with our pre-built connectors allow us to significantly reduce the implementation risk and project cost, accelerate project schedule, and reduce overall project risk to City. Our team will leverage our extensive industry expertise, proven project management and delivery methodologies, to implement a solution for City. We are available to meet with you to

answer any questions you may have regarding our proposal and our approach.

For any further communication related to this proposal, please contact Brad Adamske at 949-842-9470.

Sincerely,

A handwritten signature in black ink, appearing to be 'BA'.

Brad Adamske
Brad.adamske@smartsys.com
Phone: 949-842-9470
Fax: 909-614-7125

A handwritten signature in black ink, appearing to be 'Aman Singha'.

Aman Singha
aman.singha@smartsys.com
Phone: 949-554-4142
Fax: 909-614-7125

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PART I - TECHNICAL PROPOSAL

Section 1 - Introduction

Contents to be determined by contractor.

Response: Established in 2009, Smart Energy Systems, LLC (SES) is the leading provider of **cloud-based, Software-as-a-Service (SaaS) solutions for customer engagement, workforce mobility, and big data intelligence and analytics** to the Energy and Utility sector. SES is a business solution company focused to deliver optimized digital platform solutions that includes **Smart Customer Mobile (SCM®)**, **Smart Mobile Workforce (SMW®)** and **Smart iQ™** to the **water, electric and gas utilities**.

SES is exclusively serving utility sector for **past 8 years** and has delivered innovative mobile & desktop solutions to many large scale and mid-size energy providers. SES efforts have been recognized by the industry insiders. SES has to its credit several industry accolades not only for successful deployments but also for showcasing our innovation and product excellence. Recently we have received the **SAP OEM Partner of the Year Award**. We have also been recognized amongst the **'Top 100 Technology companies'** by Red Herring and honored as one of the **'50 most promising utility service providers'** by CIO Review Magazine. Our product, **SCM®** is the winner of **'2016 Customer Engagement Product of the Year'**. Our product **"Smart Mobile Workforce (SMW®)"** is the winner of **'Mobility Tech Zone Mobile Power Excellence Award'**.

The following are some of the awards and recognitions of SES for our mobile & web-based cloud services:



Our award winning integrated suite of smart solutions leverage technologies like **AI (Artificial Intelligence), Machine learning, Predictive modeling, Principles of Gamification and Big data analytics** to provide a best-in-class workforce management solution.

Our Understanding of City Requirements

SES understands that City is seeking an off-the-shelf, workforce and fleet management system that remotely tracks City workforce and vehicles. The current pilot program will be implemented for the water division of City. The vendor system must be high-performant and able to manage work orders, assets, service requests, reporting, and can integrate with City recommended data management systems. **The vendor solution is expected to deliver on the following business objectives:**

- Improve operational efficiency
- Enhance customer service
- Increase safety/reduce accidents
- Increase operator/vehicle productivity
- Assess cost of operating City fleet
- Gain visibility into fleet performance
- Reduce fuel consumption/fuel slippage
- Reduce vehicle idling

SES Proposed Solution

To achieve the objectives outlined by City, SES is proposing our award-winning solution, **Smart Mobile Workforce (SMW®)**, to fulfill all the mentioned requirements in the RFP. Our proposed solution is a pre-built and proven platform that requires minimal development and integration work resulting in reduced time-to-value and

implementation risk for City. Furthermore, City can continue to evolve SMW® web and mobile platform by incorporating new and advanced features offered by SES at a low cost while avoiding customization in back end systems thereby reducing total cost of ownership. Our team includes seasoned utility professionals who have delivered on a similar set of requirements at other utilities comparable to this project.

SMW® is a complete turnkey solution that integrates all workforce and fleet management processes into one view that significantly improves operational efficiency and effectiveness of staff performing work in the field, while reducing cost and complexity of inventory management and asset maintenance operations for the utility. SMW® solution enables complete mobile workforce capabilities using any portable device such as an iPad, iPhone, Android etc. It provides an easy to use GIS-enabled map interface specially designed keeping workforce end users in mind. SMW® integrates with third party systems or ERP at the backend streamlining all the business processes and workflows required for inventory management. SMW® platform enables field worker to access the application even in offline mode in non-cellular coverage areas providing them the flexibility to interact with the utility anywhere anytime using any device such as mobile, tablet, and laptops.



SMW®, web and mobile portal, is designed keeping in mind varied educational & professional background of utility staff and offer easy to use interface, with self-explanatory field labels, terminologies used, which require minimal steps for users to navigate within the modules and provides the most intuitive user experience. Our solution will adhere to all branding guidelines of City. SMW® platform has 12 configurable modules that can be customized according to the specific requirements of electric, water and gas utilities. Moreover, for any utility client, we give them the option to choose the features/ modules that they need.

Proposed modules of SMW® platform for City

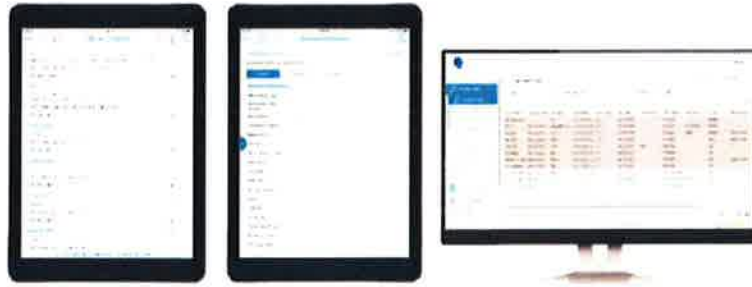
A. Smart Mobile Workforce (SMW®) – Mobile Workforce and Fleet management Portal

#	Modules	Tablet and Portal UI
---	---------	----------------------



My Work Orders

1. My Work Order module allows field workers to, create, update, complete or request to reassign work orders. Field worker can view work order related documents and can locate map view of Work order and nearby technicians.



Assets

2. Allows Seamless integration between supply chain and mobile workforce. Field Worker can view Asset details, characteristics, Pending assets etc. Track and report an asset throughout their lifecycle. Gain insight into assets with graphical overviews.



Service Requests

3. Field Worker can view, create and update a notification. Review work assignments, document updates, scheduling, dispatching, and message inbox.





Time Management

4. Time Management module allows field workers to create time sheet on a weekly basis. Field worker can request leave. Manager can approve or reject a timesheet and leaves.



Inventory Management

5. This module manages and tracks all inventory addition, deletion and movement across various locations. It maintains all location, material and vendor master details providing complete information. It also includes various transactions including check-in, check-out, add to card, updating of stock, etc. enabling complete inventory management.



Dynamic Forms

6. Dynamic survey, feedback and compliance forms. Support multiple forms within the same application to support



a multitude of processes.



Mobile Library

7. E- Learning platform to educate and allows immediate access to all work support and learning documents available on-the-go.



Notification

8. Acts as a real time communication platform by providing real time updates. Decrease Time to Repair due to quick updates about work orders.



Additional Modules that City can leverage for its business



Expenses

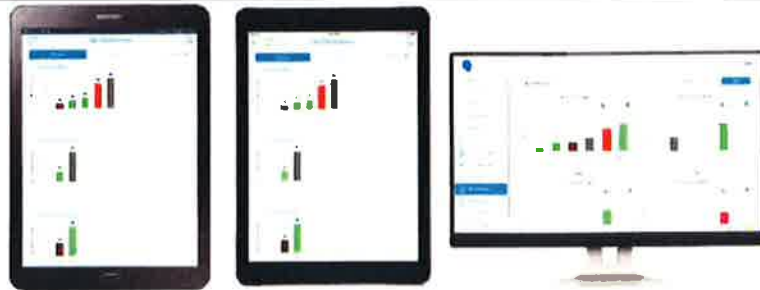
9. Allows field workers to submit and keep track of their day to day expenses. Attach file to support expense type. Archive report for safe keeping.



My Performance

10. Allows field workers to analyze their performance based on Work order status, timesheet

submissions and active feeds. Filter Reports on Monthly, Daily, Weekly and Yearly basis.



Ask expert

11. Allows users to live chat with experts in real time.



Collaboration

12. Interactive Platform to share workforce view, contribution and achievements between the workers and groups. Field worker can create own custom topics for discussions.



SES proposed solution is based on **Software as a Service (SaaS) model** and is fully hosted by SES in a **secured cloud infrastructure**. All application webpages and related application data will be hosted at SES data center. SES solution will be delivered on a **user-based license model** i.e. SES will provide SMW® licenses based on number of users for the platform. SES hosting solution supports unlimited CPU, processor and supported devices. SMW' application is device agnostic, compatible with all internet-enabled devices such as desktop, laptops smartphones, and tablets. It supports iOS, Android devices.

SES will deliver following professional services to City:

- SMW® software installation and configuration
- Implementation consulting
- System testing
- Staff training
- Data conversion
- Documentation (user guides)
- Project management
- Software maintenance and on-support

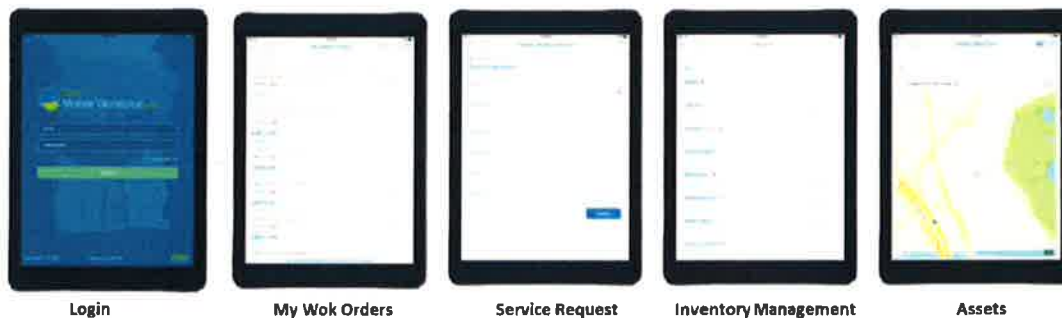
Please refer 'Section-2 –System Description' & 'Appendix 1 - Functional Requirements' for detailed description as to how above proposed SMW® modules will address each functional & technical requirements of City.

Section 2 - System Description

Include detailed information on the devices and equipment. Proposer shall answer the following questions or elaborate on the functionality:

1. Typical users of the system require simple, intuitive navigation capabilities with minimal steps. Describe how your proposed solution addresses this issue.

Response: The SMW®, web and mobile portal is a **device agnostic solution** that is designed keeping in mind varied educational & professional background of field workers and internal utility staff and offer **easy to use interface**, with **self-explanatory field labels, terminologies used**, which require minimal steps for users to navigate within the modules and provides the most intuitive user experience. It provides access to all modules represented by icons using web browser or using Android/iOS/Windows Store apps on tablet and phones. Access to module are controlled using dynamic role and rights based of groups. Users will see the same screens and functionality across all deployed platforms (i.e. iOS, Android, Windows, Web browser).

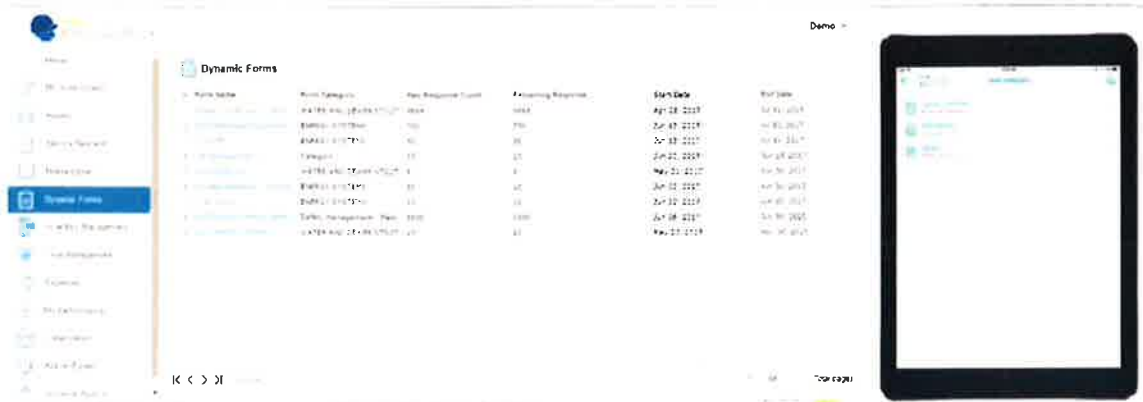


The interface provides both summarized (condensed) and detailed data view. The content and the page layout used is highly simple and would be finalized with the approval of City. SES will provide City recommended GUI controls (radio buttons, checkbox, text box etc.) to implement most user-friendly solution for your users.

2. Can each user customize their screens (e.g., ability to edit, create, and delete pages or forms through easy-to-use configuration)?

Response: The configuration module of SMW® admin portal provides utility employees the flexibility to manage application screens, web-forms/templates/content/messages/verbiage seen by the user. The City admin staff can upload, create, alter, and remove content for SMW® web & mobile interface without the need for knowledge of HTML, CSS, and JavaScript also maintaining the look and feel of the pages in accordance with City branding guidelines. The admin can staff can add, delete and manage tabs, fields, menu, and logos etc. and also your staff can use pre-defined web-forms/ templates available in application or create fresh templates for target users via SMW® admin portal.

Also '**Dynamic Forms**' module of SMW® application provide customizable web-forms for technicians (field workers) to gather all type of field data without any hassle. These customized forms also enable utility staff to define data fields, choose GUI controls and help upload images, videos and other relevant documents.



'Dynamic Forms' module to create custom forms for ad-hoc requirements

3. [Describe how the system provides real time pre-integration to AVL/GPS partners.](#)

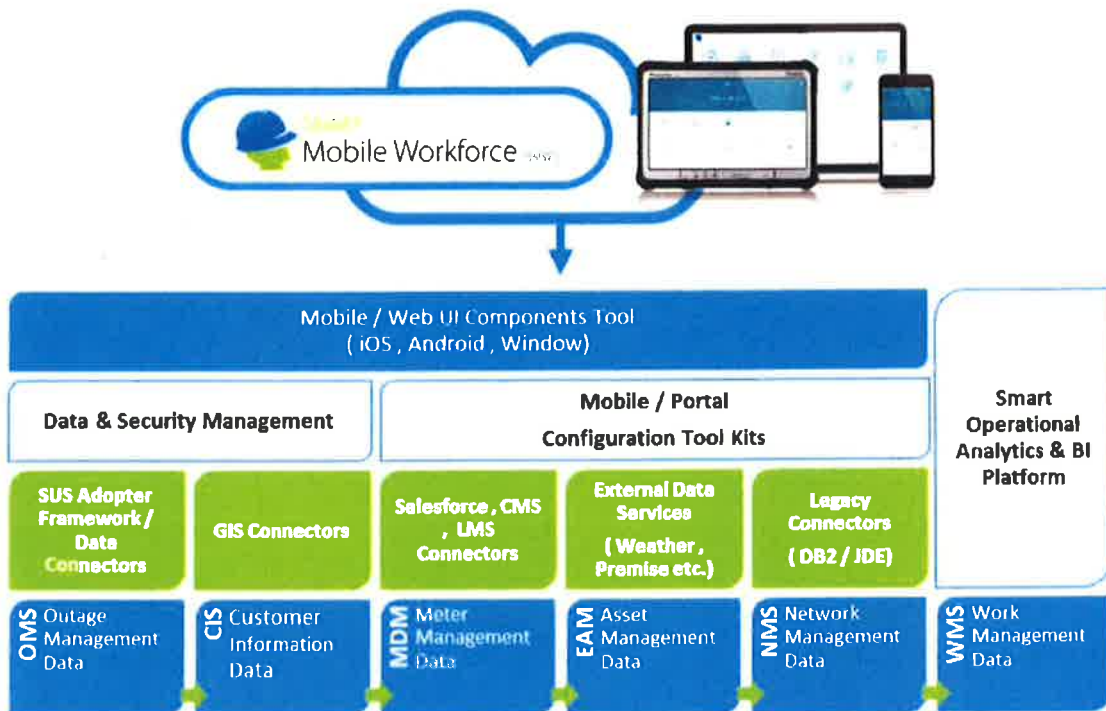
Response: SMW® solution is pre-integrated with AVL, GPS & ESRI's ArcGIS server technology enabling utility employees with map view functionality. It utilizes pre-built connectors to easily integrate with geo-database for bidirectional updating between the SMW® and the GIS database. SMW® integration with GIS Viewer will allow city field technician to perform spatial analysis on work, facilitate map view of work orders, assets and vehicles with geographic information. The city staff can easily select one or more assets on a map and create work orders at one click directed from the GIS environment. This GPS integration will provide street level route directions for the job location. Route of the work order/ service request will be determined via GPS which will also let the technician know the distance and time to reach to the job location to complete the work order.

4. [Pre-integration with document management systems like Open Text, SharePoint, Content Management Systems etc.](#)

Response: SMW® platform is based on a **Service Oriented Architecture (SOA)** and supports XML, SOAP, WDSL and RESTful web services for system integration with all utility in-house & external applications. Our flexible platform architecture is very customizable and is pre-integrated with third party software like Open Text, SharePoint, Content Management Systems etc.

5. [Web-enabled architecture with published open Application Program Interfaces \(API's\).](#)

Response: SMW® platform is based on a **Service Oriented Architecture (SOA)** and supports XML, SOAP and RESTful web services for system integration with utility in-house & external applications. We support real-time data exchange through our **extensive Web service/API set to load/update data** from different systems such as customer data, work order details, map coordinates, etc. using push or pull mechanism. Our pre-built data connectors fetch information via job runs executed for purpose of real-time data synchronization. All data is stored in different tables in a relational database and mapped using customer and account id information. We have proprietary algorithms which collects and correlates the data from multiple third party resources to ensure the validity and accuracy of these attributes. Our platform uses proxy services between web/mobile clients and 3rd party external and internal services to avoid any firewall issues. **Following is the technology architecture of our proposed solution showcasing the flow of information within the proposed solution:**



6. Identify interface methods (i.e. SFTP, web services, and rest services) available for integration of services.

Response: SES supports XML, SOAP and RESTful web services for system integration with utility in-house & external applications. For detailed insight, please refer to above question.

7. Describe the ability to operate Software with full functionality from a mobile app supported on iOS and Android platforms.

Response: The proposed SMW® platform is device agnostic and based on BYOD model i.e. it's compatible with all internet enabled devices like desktop, smartphones, and tablets and offer native mobile apps for iPhone, iPad, Android Phone, Android tablets and provides same functionality across platforms i.e. Web and mobile. SMW® platform utilizes responsive web design and support high precision screen resolution compatibility.

8. Is the system compatible with Internet Explorer, Chrome, Firefox, and/or Safari?

Response: The proposed SMW® portal is commercially available and accessible via most modern web & mobile browsers like IE, Mozilla, Safari, Firefox, Opera, Google Chrome and Microsoft Edge etc. SMW® platform utilizes responsive web design and support high precision screen resolution compatibility. For enhanced usability and customer experience, we have specifically designed UI compatible with the standards and dimensions of internet browsers.

9. Can the system provide Offline mode to enable working in remote locations?

Response: The proposed SMW® solution allows the technician to capture data at any time on his/her mobile device. Our solution supports both real time updates and disconnected/offline mode when no network is available. In case of disconnected/offline mode, data gets updated to main system when mobile device reconnects to network.

10. Describe software installation, data import services, configuration and module training for all users.

Response: For our valued engagement with the city, SES aims to leverage the latest technology, advanced implementation tools, well-proven project management framework, risk mitigation plans, software & system testing, learnings from past implementations, modern training methods that has helped our existing clients to witness hassle free transition. We will bring our industry-leading project management best practices and adhere to mutually agreed implementation plan which can be modified and adjusted based on your requirements. With our experience and domain expertise, SES is confident we can provide the necessary expertise, guidance, and support required to help city be successful in its initiative to implement customer engagement solution for its

customers. SES is known among its utility customers for **quick implementation** while taking complete ownership during pre-implementation and post-implementation phases.

Please refer Appendix 2- SES project Management Approach and Methodology for software installation, data import and configurations activities.

SES recommends conducting **train the trainer sessions** for all functional training of city nominated staff. We prefer to enable our clients to be independent for training needs which overall reduces costs for city greatly. Training can be delivered in **classroom settings, WebEx sessions, job aids, video user guides, online help guides, and on the job as well**. SES to develop training materials and host a limited number of on-site train the trainer sessions. They will not only provide city with needed materials but also the knowledge for key personnel such as trainers and system administrators to conduct their daily operational activities and train additional internal staff to support workforce operations.

- **Functional Support Training** – As mentioned we recommend this be conducted as train the trainer sessions.
- **Technical Support Training** – Majority of technical support comes as part of our standard maintenance and product support offering. For system administration, SES will conduct system admin training in a small classroom setting for those identified as the system administrators.
- **Train the Trainer** – This training is conducted on a module by module walk through basis with scenario based events to enable the trainers to be prepared for any training question which may arise. Course materials, trainer materials, and job aids are all provided by SES.
- **End User Training** – SES recommends providing either job aids, cheat sheets, or online help as an option for end user training rather than field training of your end customers. Customer specific training can be expensive and time consuming, where as our product is simple to learn and use this type of training is often not needed.

For recurring training requirement to new employees, SES recommends “Train The Trainer” sessions during the initial training phase which will reduce overall cost for city. By conducting train the trainer sessions, city can execute training on their own timeline and also provide refresher courses or new hire training as needed. As an advanced training option we offer video user guides which are approximately 30-60 seconds videos on how to perform certain functions in case a user is facing challenges.

SES will provide a structured handover of knowledge, documentation and materials to city staff during the post-implementation support with the following supporting documents:

- Detailed user guides
- Software installation, design, and configuration documentation
- Baseline technical training documentation and course materials
- Business processes and procedures use cases and workflows

11 Can the vendor provide 24-hour support to City employees and customers and use a system for logging, managing, and communicating technical issues?

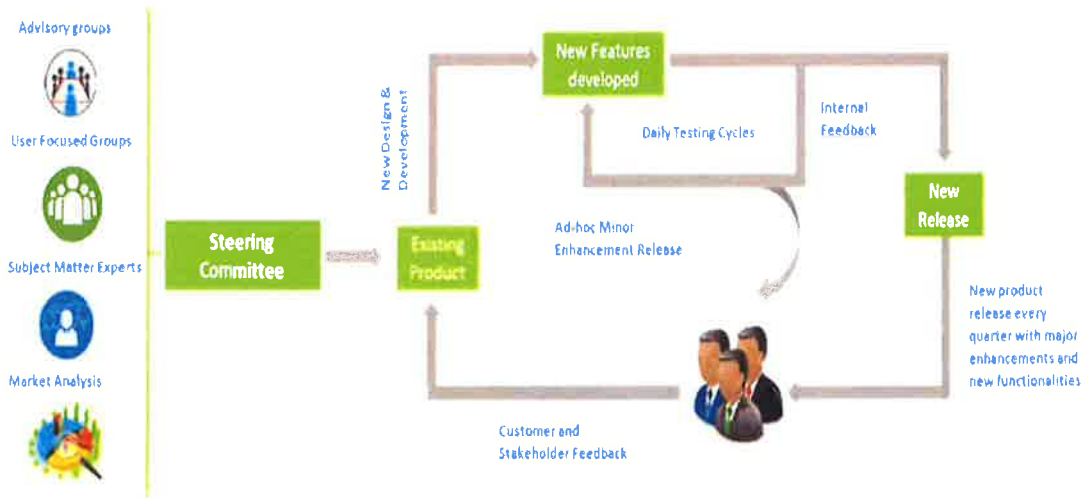
Response: The system maintenance and on-going helpdesk support is core to how we deliver excellence. We will provide 24 hours support throughout the duration of the implementation and support period along with training manuals for the end users. **SES leverages a web-based ticket tracking portal to document, log, and manage pre and post-production support incidents/defects.** We have a complete online ticketing system, online chat / video along with co-browsing and level - 1 call center support available for our clients to address incident management. Our SES customer success director is available for any immediate attention if an emergency arises to address any client related issues. SES helpdesk team will manage/monitor and respond to any production incidents, communication and advanced notification of maintenance or service windows, management of bug/defect resolution or enhancement releases. The city team will have full access to all service requests along with resolution and status at all times via web application. SES will respond to each incident based on the incident priority level.

An incident resolution will indicate that the issue has been addressed and resolved pending confirmation from the city designated point of contact. If for any reason city is not satisfied with the resolution, your staff may request the issue to be re-opened.

Please refer 'Appendix 3- SES Support and Maintenance document'.

12. Will the vendor install Software patches, updates, and minor version upgrades, when they become available as part of ongoing support and maintenance services?

Response: Based on the city requirements and dynamic market needs, SES will follow a structured maintenance and upgrade schedule, with targeted releases of major new features and functionality into the product approximately every six months. SES takes inputs from various sources including existing customers, industry current needs, market trends, focus groups, steering committees, etc. in order to include all required features. However, minor enhancements service packs will be added on an ongoing basis. SES product releases are scheduled to address upgrades (major / minors) with release notes.



1. Security / Product Defects – Ongoing
2. Minor Release – Every month
3. Major Release - Quarterly
4. New Product Feature Release – Depend on user group feedback
5. Number of Prior software release supported – With release notes but all our product are back version compatible

13. Can the system provide details of data backup and redundancy standards for preventing data loss?

Response: SES is proposing a Software as a Service (SaaS) model, and is fully hosted by SES in secure cloud infrastructure. SES follows industry standard best practices for archiving/purge/restore/backup and has documented process for application and data backups. All city data will be continually backed up with our robust backup software in alignment with your policies. For critical data, we are using snapshots every 15 minutes. We run daily nightly incremental and full backups over the weekend. Data gets backed up locally in the cloud and SES is using array based replication for an offsite backup. This approach allow our proposed systems to recover all changes made up to the last transaction or point of save, in case of system failure.

- Data retention and protection, such as routine backups for SES managed hosted platforms
- Data and infrastructure recovery point and recovery time objectives supported by high availability and physical disaster for the SES managed hosted platforms
- Data protection for the data and content accessed or stored on SES managed hosting platform, virtual machines or storage devices, configuration settings, etc.
- Data, content, virtual machine and configuration restorations for assets accessed or stored on SES managed hosting platform.

- Security and DR policies also include frequent but not less than semi-annual internal assessments in addition to annual external assessments including penetration testing, PCI compliance auditing, failover testing, and disaster preparedness drills.

14. What are the change management measures adopted by vendor to ensure smooth transition?

Response: SES' core philosophy for introducing the new solution is to keep our products simple enough that it is not viewed as a change but rather an improvement to workforce management. Overall our framework is simple in the same manner as our philosophy, and that is to structure things in a clear and concise manner so the end users (utility staff or customers) do not require much support to make the transition. However, for support, SES provides training sessions, job aids/cheat sheets, and even an online Reference Guide. Our experienced training consultants work closely with all stakeholders within our client's organization to continually identify and mitigate training risks that might hinder the goals and success criteria of the program. We provide a top down approach to Training and (OCM) Organization Change Management which highlights key focus areas that our experts have identified to be potential roadblocks for the rollout of similar initiatives. SES follows all steps defined under our change management strategy and makes the implementation methodology simple starting from project preparation to evaluation. This change management strategy will be applied to develop the complete end to end training solution.

Development of training materials and content is completed by SES instructional designers at the direction of SES Product Implementation Manager and City Project Manager. Ongoing work will require training updates periodically which SES will manage in conjunction with the City.

15. Describe the ability to electronically initiate, assign, and track both pre-defined and user-defined work requests against an asset and track from inception through completion with a flexible, easily managed workflow process.

Response: SMW® solution is a comprehensive work order management solution that streamline the entire process of a service request changing to a work order by Utility staff, routing or assigning of work order, sequencing of work order and finally completing the assigned work order by the technician on field. Our solution is highly configurable and can support all work order types of City. The City staff can schedule and assign work orders to the technician with a unique work order ID and type, service description, location etc.

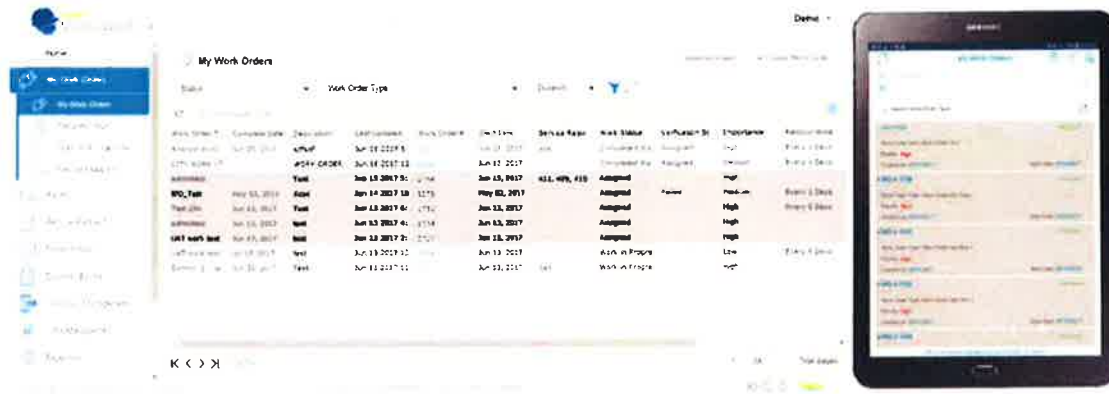
The 'Work Order Management' module of SMW® platform enables the Utility staff to have complete visibility on all service requests/work orders falling under his span and can prioritize, assign, modify service request as per requirement. This module offers list of work orders that are scheduled, in-progress, completed, re-assigned, date the job was assigned, technician assigned, percentage of completion and other attributes defined by City. This list of work orders can be filtered on daily, weekly and monthly basis. The entire workflow can be managed remotely from the field via SMW® application. SES solution is highly configurable to accommodate all utility defined business rules, data validation to meet your business requirement.

The screenshot displays the 'Work Order List' interface with the following data:

Work Order ID	Complete Date	Description	Last Updated	Work Order	Start Date	Service Req	Work Status	Location	Importance	Assignee
Android Work		test description	Jun 20 2017 41	427	Jun 20, 2017	427	Assigned		Medium	Even
Summary 21 (1)	Jun 24, 2017	swtbus	Jun 20 2017 36	388	Jun 20, 2017	428	Assigned		Medium	
RELATED DOCS		substation s e	Jun 20 2017 31	385	Jun 21, 2017	420	Assigned		Medium	
adminlast	Jun 24, 2017	location testing	Jun 20 2017 31	387	Jun 20, 2017		Unassigned (4)	Unassigned	High	
RELATED DOCS		WORK ORDER	Jun 20 2017 12	342	Jun 22, 2017		Assigned		Medium	
Android Work		redyevalvrt rfu	Jun 20 2017 12	344	Jun 20, 2017		Assigned		Medium	
UAT work test		test	Jun 20 2017 12	384	Jun 20, 2017		Assigned		High	
adminlast	Jun 21, 2017	location testing	Jun 20 2017 12	385	Jun 20, 2017		Assigned		High	
UAT work test		http://www.rfu	Jun 20 2017 11	387	May 18, 2017		Completed	Not Needed	Medium	
E_Windows Te		substation	Jun 20 2017 11	379	May 24, 2017		Assigned		Medium	
adminlast	Jun 20, 2017	test	Jun 20 2017 11	375	Jun 15, 2017		Assigned		High	
RELATED DOCS		WORK ORDER	Jun 20 2017 11	388	Jun 09, 2017		Assigned		Medium	

'Work Order Management' module of SMW® platform

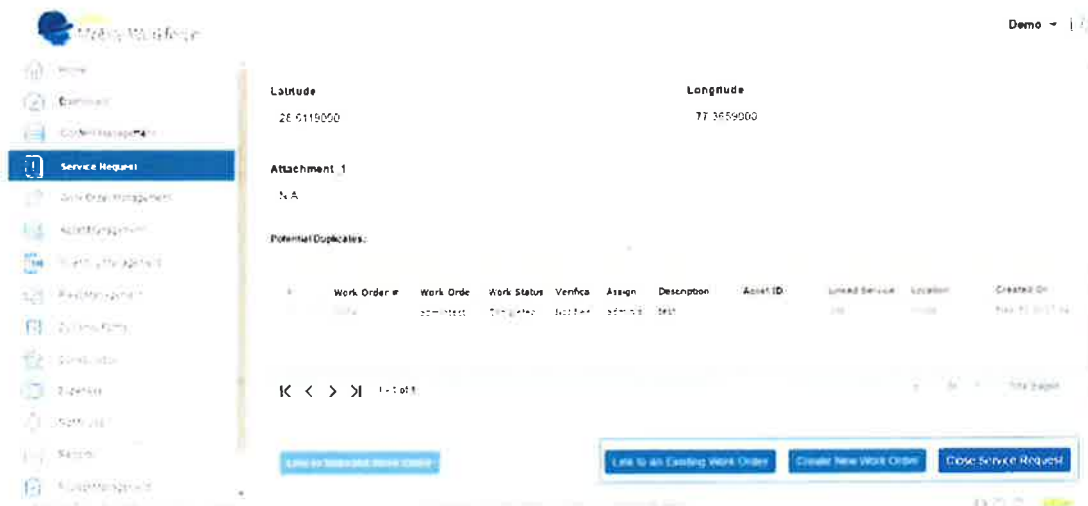
The Field technician of City will be able to view assigned work orders anywhere anytime on his mobile or tablet including issue description, asset involved, location, map directions, photos, videos, etc. This allows the technician to complete the work order and post the status on the mobile app which can be reviewed by the back-office staff again and can finally be closed from Utility end.



'My Work Orders' module of SMW® platform displaying list of work orders

16. Can the user create work orders directly from service requests or otherwise?

Response: SMW® solution provides both options, creating a work order linked to a specific service request or otherwise.



SMW® admin portal displaying the creation of work orders directly form service requests

17. Does the system have the capability to attach multiple electronic documents and photographs to a work request for accessing necessary information as related to the asset?

Response: Capability to attach multiple electronic documents, photographs, multimedia files to a work request for accessing necessary information as related to the asset is a standard function of our solution enabling the field workers to get all information anywhere anytime.

18. Can the user be able to highlight, bookmark digital documents for future use and leverage in day to day work?

Response: The 'Mobile Library' module of SMW® platform is a document management solution designed for utility field workers. It provides quick and immediate access to all work support and learning documents such as O&M manuals, training materials, safety and equipment maintenance procedure manuals, step by step processes, videos and images that can be accessed and referred any time by the City field staff. The module also provides utility staff with various annotation features including highlighting text, bookmark, and add notes, images and other attachments. This e-learning 'Mobile library' module help educate field workers on-the-go.

19. Can the system schedule recurring preventive maintenance (PM) activities on specified dates, days of the week, days of the month based on rules for events, time, etc.?

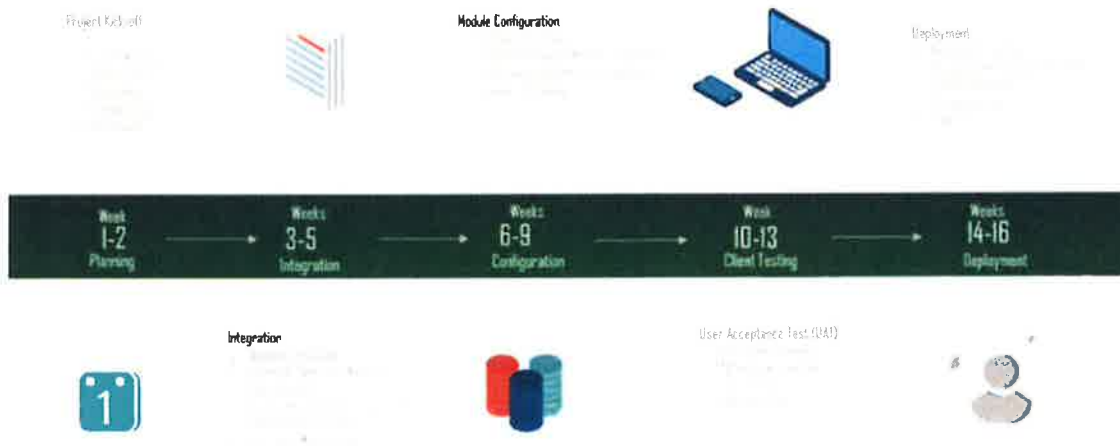
Response: Through the SMW® admin portal, the user can schedule recurring preventive maintenance activities. For automatic dispatching, the back office staff can create customized rules based on various parameters like service type, priority, dates etc. and basis the rules the dispatching would be scheduled and basis that the technician can attend to the same.

Section 3 - Work Program and Schedule

Describe the work or tasks to be performed. Propose a schedule of activities.

Response: For our valued engagement with City of Monterey Park, SES aims to leverage the latest technology, advanced implementation tools, well-proven project management framework, risk mitigation plans, software & system testing, learnings from past implementations, modern training methods that has helped our existing clients to witness hassle free transition. We will bring our industry-leading project management best practices and adhere to a mutually agreed implementation plan which can be modified and adjusted based on your requirements.

SES is known among its utility clients for quick implementation while taking complete ownership during pre-implementation and post-implementation phase. Within two weeks of receiving written authorization, the SES team will begin scheduling the work sessions associated with the mutually agreed project plan. The expected timeline for this engagement will be agreed upon between SES and City based on the specific scope and rollout plan. Below is an example of a rollout plan and the actual plan will be mutually agreed with City team based on defined scope of work:



We will work with City team to determine and finalize on the required milestones for tracking. As part of the dashboard we typically color code status of milestones to give a quick view of the health of the project.

S no.	Milestone	Deliverables	Tentative Timeline
1	Project Kick Off /Planning	Kick Off Deck, Project Plan and Fit-Gap Document	2 Weeks
2	Design/Integration	Solution Design and Application Integrated with source system	3 Weeks
3	Module Configuration	SMW® configuration to meet RFP requirements	4 Weeks
4	User Acceptance Testing	Configured Solution for Client Testing Test Scripts for UAT	4 Weeks
5	Deployment	Production Deployment, CSR Training Session, and User Guide	3 Weeks

Below is a view of a sample project schedule, which showcases the level of detail that we will plan the project in conjunction with City. Each project schedule is properly resource loaded and can include labor rates for financial tracking purposes. Even though our project management toolkit includes a financial tracking sheet to include labor related charges we find it is useful to track a burn rate for the labor associated by each sub-task, task, activity, and phase. We understand labor charges are only a single component of the overarching project costs which is why we have developed a standard financial tracking workbook to accompany the PMT project tracker.

1	WS	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	1		City of Monterey Park SMW Product Implementation	80 days	Tue 8/15/17	Mon 11/4/17		
2	1.1		Plan/Analyze	20 days	Tue 8/15/17	Mon 9/11/17		
3	1.1.1		Project Kick Off Meeting	0.5 days	Tue 8/15/17	Tue 8/15/17	4	
4	1.1.2		Program Governance Structure	0.5 days	Tue 8/15/17	Tue 8/15/17	7	
5	1.1.3		Fit/Gap Discovery Workshops	15 days	Wed 8/16/17	Tue 9/5/17		
19	1.1.4		Integrate Project Management Plan	2 days	Tue 8/29/17	Wed 8/30/17		
25	1.1.5		Finalize Project Schedule	2 days	Wed 9/6/17	Thu 9/7/17	18 26	Client/SUS PM
26	1.1.6		Finalize Resource Planning	2 days	Fri 9/8/17	Mon 9/11/17	25 27	Product Implementation Manager
27	1.1.7		M: Plan/Analyze Phase Completed	0 days	Mon 9/11/17	Mon 9/11/17	26,24 30	
28	1.2		Design / Integration Phase	40 days	Tue 9/12/17	Mon 11/6/17		
29	1.2.1		User Experience Design	18 days	Tue 9/12/17	Thu 10/5/17		
30	1.2.1.1		User Interface Mock Up per requirements	10 days	Tue 9/12/17	Mon 9/25/17	27 33,3155+5	Graphics Developer
31	1.2.1.2		Develop Function UI Design	10 days	Tue 9/19/17	Mon 10/2/17	3055+54 33	Solution Architect
32	1.2.1.3		Functional Design Documentation Sign Off	3 days	Tue 10/3/17	Thu 10/5/17		
33	1.2.1.3.1		Deliverables Published for Review	2 days	Tue 10/3/17	Wed 10/4/17	30,31 34	Product Implementation Manager
34	1.2.1.3.2		Client Design Approval Meeting	1 day	Thu 10/5/17	Thu 10/5/17	33 39	
35	1.2.2		Application / Integration Design	30 days	Tue 9/26/17	Mon 11/6/17		
36	1.2.2.1		High Level Integration API Design / WSDL Definition	5 days	Tue 9/26/17	Mon 10/2/17	30 37	
37	1.2.2.2		Application Flow Diagram	5 days	Tue 10/3/17	Mon 10/9/17	36 38	
38	1.2.2.3		SCM* Integration	20 days	Tue 10/10/17	Mon 11/6/17	37 39,68	
39	1.2.3		M: Design Phase Completed	0 days	Mon 11/6/17	Mon 11/6/17	34,38 42	
40	1.3		Configuration/Unit Testing	84 days	Tue 8/15/17	Fri 12/8/17		
41	1.3.1		Environment Prep/Deploy	6 days	Tue 11/7/17	Tue 11/14/17	65	
42	1.3.1.1		Dev	2 days	Tue 11/7/17	Wed 11/8/17	39 43,46	Infrastructure Manager

This is a sample only. Please see our included response for a detailed project schedule based on our understanding of the requirements as described in this Request for Proposal

All project planning, scheduling, and preparation occurs at the most detailed level possible in order to provide the proper level of tracking and oversight but also reporting capabilities for all levels of management from the Project Manager to the Executive Sponsor. All these measures ensure smooth implementation with no staffing and task scheduling conflicts.

Please refer 'Appendix 2 – SES Project Management Approach and Methodology' for detailed description of our project implementation approach.

Section 4 - Project Management & Assigned Personnel

Describe the proposed management structure and role of subcontractors (if any). Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Response: SES proposed project team is highly knowledgeable and has intensive utility industry experience in managing various utility solutions for government entities as well as privately owned utilities. SES provides a combined team of implementation and supplementary resources (for professional services) who are competent, experienced, and adequately trained to perform the required implementation tasks. SES entire project team that includes sales team, project manager, developers, trainers, testing team are based out of Irvine (California) and available for onsite meetings as when required by City.

SES has a dedicated team of seasoned professionals for our SMW® implementations, who is led by our project manager. The SES project manager for this engagement will coordinate and communicate all aspects of the implementations with the City team and provide the first line of support as and when needed. SES nominates Hilary Hashim as project manager for this engagement. She will be working closely with the City team for

development, implementation, and training and support services throughout this project. The SES project team is outlined in table below:

SES Team Member	Role in project implementation	Effort hours
Tony Williams (Director - Solution Delivery)	Responsible for executive oversight of overall delivery of the solution and provides guidance and direction to resolving technical and functional issues to drive project to completion.	15 - 20 hours per month
Manoj Singh (VP - Product Engineering)	Responsible for defining the overall solution, integration standards, application standards and providing direction to the development teams as needed.	5 - 10 hours per month
Hilary Hashim (Project Manager)	Responsible for ensuring the team successfully delivers the project per schedule, scope, and budget. Coordinates approvals communications as necessary.	20 - 30 hours per month
Deepshikha Thakur (Business Analyst)	Responsible for documenting existing and new business processes, fit gap requirements, and validation of those requirements in the final solution. Acts as a lead for all business process and documentation responsibilities.	30-40 hours per month
Atul Someshwar (Data Architect Lead)	Responsible for designing architectures and develops strategies for data acquisitions, archive/recovery, implementation of a database.	As needed
Sabyasachi Swain (QA Lead)	Responsible for overall quality assurance and testing of the solution including integration, end to end, user acceptance, performance and scalability testing.	As needed

Below is the professional and academic background of SES project team:

Name	Tony Williams
Title	Director - Solution Delivery
Professional background	Tony has 26 years of experience in large scale cloud-based delivery solutions, big data and advanced analytics solutions for the Utilities industry across multiple geographies, focusing on product development and upgrade, product launches, post-production support, Product Marketing, Strategic Alliances, and Compliance. Has overseen a team of 25+ employees within a startup that are collectively responsible for product development, sales and product implementation. He has experience in developing sales and product development strategies to achieve aggressive financial targets, managing client relationships and overall customer expectations, developing employee competence and broad product knowledge and creating / altering processes that improve performance. Responsible for designing, developing and delivering training programs in support of safety, compliance, environmental and general technical competency requirements. Responsible for the delivery of safety, compliance and technical training programs for field workers. Worked very closely with key internal and external stakeholders to align training strategies with corporate priorities.
Current and past relevant experience related to this type of software solution	Tony has successfully delivered various projects at water, electric and gas utilities and is responsible leading client implementations for Smart Grid projects, Work order management & Asset solution, multiple business intelligence solutions including SES core products such as Smart Mobile Workforce (SMW®) and Smart Customer Mobile (SCM®) for Glendale Water and Power (GWP), Los Angeles Department of Water and Power (LADWP) integrated with CC&B etc. He has strategically managed a team from various partner organizations as well as vendor management processes. The solutions includes – Work order management, asset management, field crew solution,

	fleet management Inventory (material) management expense/claims, reporting solution.
Academic background	Master of Business Administration (MBA) - University of Southern California, May 2005.
	Bachelor of Science - Business Administration - California State University, Chico, May 1991

Name	Manoj Singh
Title	Vice President - Product Engineering
Professional background	Manoj has over 15 years of experience as a product focused manager managing various phases of solution development including various utility workforce management solutions. A techno-functional expert skilled in managing projects and implementations related to utility customer facing web or mobile applications as well as content impacting up to five million users. Versatile with different SDLC methodologies and technical environments.
Current and past relevant experience related to this type of software solution	Manoj has an experience in all phases of software development life cycle (SDLC) and has helped in developing SaaS based solutions for several large scale utilities at SES, including Requirement Gathering by client Interaction, Development, Implementation, Integration, Documentation, Testing, Builds, and Configuration. Managed multiple work order management & asset management implementation in utilities sector. Manoj has experience in developing web applications and web services in SAP, .Net C#, SQL Server, MySQL, Oracle, Web services, XML, JavaScript and in consuming, building and implementing WCF/SOAP Web Services.
Academic background	B.Com - Bachelor of Commerce
	Diploma in advanced software and Web development

Name	Hilary Hashim
Title	Project Manager
Professional background	Hilary has 17 years of experience in planning, directing and coordinating activities pertaining to technology and business-unit projects, at the highest level for multiple projects. Responsible for the definition and maintenance of the standards of project management and process and successful in implementing organizational development and change management to support product launches and new technology and process adoption. Hilary has talent for building strategic partnerships with management and key decision-makers in business. Hilary coordinates effectively with cross-functional teams for the attainment of business objectives and analyze change impacts, risks, and mitigate actions to business areas with a focus on gap analysis, stakeholder engagement, and business transition support. Hilary Provides strategic direction on communication to program participants and stakeholders and conducts risk-analysis and needs assessment on new technology and training deployment.
Current and past relevant experience related to this type of software solution	Hilary has successfully delivered various projects at Water, Electric and Gas utilities and is responsible leading client implementations for Smart Grid projects, Work order management & Asset solution, multiple business intelligence solutions including SES core products such as Smart Mobile Workforce (SMW®) and Smart Customer Mobile (SCM®) for Glendale Water and Power (GWP), Los Angeles Department of Water and Power (LADWP

	integrated with CC&B etc. He has strategically managed a team from various partner organizations as well as vendor management processes. The solution includes – Work order management, asset management, field crew solution, fleet management Inventory (material) management expense/claims, reporting solution.
Academic background	Bachelor of Social Work, Minot State University - Minot, ND
	Certifications: CareFusion: Company Wide All Hands meeting individually recognized for “Best Customer Service”. Cerner: Received 5 Cerner awards, including 3 Client Care All Star awards and 2 Rising Above Awards.

Name	Deepshikha Thakur
Title	Business Analyst
Professional background	Deepshikha is a client success business analyst with 7 years of experience in the technology industry including requirement understanding, business process workflow and fit gap analysis and Solution design. She has comprehensive experience in software development, project management and working with clients on identifying and critically analyzing technical & functional requirements. Deepshikha has demonstrated expertise in documenting detailed business requirements and guided team development efforts towards successful project delivery. She has been recognized for improving and streamlining IT processes, and excelling in workforce engagement solutions, all towards helping utility organizations achieve on-time and on-budget project completion. Deepshikha has significant experience in enhancing existing systems by analyzing business objectives, preparing an action plan and identifying areas for modification and improvement. Her expertise is leveraged in maintaining high standards of software quality within the team by establishing good practices and effective documentation skills.
Current and past relevant experience related to this type of software solution	Deepshikha with extensive experience as a business analyst is responsible for requirement gathering, solution design, and Change request for our in-house platform solutions for Utilities namely-Smart Mobile Workforce (SMW®). She is also responsible for conducting fit-gap analysis at client sites and designing the business flow of utility applications. Deepshikha has delivered excellence in various projects of SES and actively participate in peer-reviews of solution design and related codes for SMW® implementations. She has demonstrated experience in developing workflows and use cases for utility projects. Deepshikha advises project managers and teams on the best use of project management disciplines and approaches and acts as the first point of contact for technical related matters.
Academic background	California State University, Long Beach - May 2015 Master of Science – Computer Science - Amity University, Noida – U.P., India - May 2011 Bachelor of Technology - Computer Science & Engineering

Name	Atul Someshwar
Title	Data Architect Lead
Professional background	Atul has more than 20 years of extensive and progressive experience in the Business Process definition, Requirement Gathering, Analysis, and Design,

	pertaining to development, configuration, integration, customization, and migration of business application software, working with Business stakeholders and executives to translate Business needs into data visualizations. With 10 + years of technical expertise in various BI technologies like Cognos, OBIEE, Tableau etc. and data integration using ETL Tools like Informatica etc., Atul has successfully deployed various projects . Atul also Led the integration and configuration team in complex integration projects (Siebel-Middleware (Oracle Fusion)-Oracle EBS). Using his exceptional experience, he has contributed extensively in SCM[®], SMW[®] and Smart iQ data analytics.
Current and past relevant experience related to this type of software solution	Atul has designed data framework and Big Data Analytics across all 3 core product at SES. Specifically, for Smart Customer Mobile/Portal (SCM[®]), Smart Mobile Workforce (SMW[®]) and Smart iQ[™]). He designed the SCM & SMW analytical canned reports desired by utilities like Asset Status, Inventory reports, workforce utilization, and work order analytics for the Electric and Water applications. He has also worked on major client projects of SES like Glendale Water and Power (GWP), Middle Tennessee Electric Member Cooperative (MTEMC), etc. that included all major modules like Billing, Outage, Notification, Usage, Efficiency/ Conservation, Electric Vehicle etc.
Academic background	B.E (Computer Science) • Siebel Certified Consultant • Siebel Customer Certified Consultant

Name	Sabyasachi Swain
Title	QA Lead
Professional background	Sabyasachi is experienced QA with over 5 years in IT arena with major focus on Manual Testing & Automation Testing for Web Apps, Mobile Apps & Desktop Apps. He has comprehensive experience in Quality Assurance, including Black Box, Functional, GUI, Unit testing, Integration, System, Smoke testing, Sanity testing, Database, Performance and User Acceptance testing of both client-server and web-based applications. His extensive knowledge helps him create effective testing strategy, use cases and test scripts that enable the solutions to be bug free and provide the desired results.
Current and past relevant experience related to this type of software solution	Sabyasachi is well conversant with software testing methodologies including developing Test plans, Test scenarios, Test cases, Test procedures, Test reports, documenting manual and automation tests and Conducting functional testing (Smoke Testing, Adhoc Testing and Regression Testing) of the application under test. With this extensive knowledge of testing he has worked on various projects of SES including Glendale Water and Power (GWP), Middle Tennessee Electric Member Cooperative (MTEMC), El Paso Electric, Aquarion Water etc. His testing knowledge makes him techno-functionally sound to accomplish the motive of the web and mobile functionalities. His responsibilities include QA Management activities spanning from QA project initiation to QA project closing including all processes like Initiating, Planning, Estimation, Executing, Controlling and Closing for Smart Customer Mobile (SCM[®]), Smart Mobile Workforce (SMW[®]) and Smart iQ[™].
Academic background	B.Tech(Information Technology)

Section 5 - Subcontractors

If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Response: SES is well-equipped to deliver all RFP requirements that includes implementation of Workforce and Fleet management solution. **No subcontractor is involved for the given scope of work.** We have the necessary experience, well-proven implementation approach and industry-standard software functionalities that fulfills your selection criteria.

Section 6 - Program Monitoring

Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

Response: SES project framework is focused on closely working with its utility clients on below task, to review all functional requirements in scope, gain thorough understanding of utility business, project expectations, and application workflows specific to client's business.

- Introduction meeting and review of scope
- Resource on-boarding (security forms, access requests, etc.)
- Finalizing team roles and responsibilities
- Review project methodology and communications plan
- Conducting fit/gap workshops to finalize business requirements
- Documenting scope of work

SES provides a **Document of Understanding (DOU)** to cover project scope specified by the City and product configurations in detail as part of the project initiation phase. SES documents the SMW® use cases and configurations as part of our proprietary DOU. This DOU is to be reviewed and approved by the City team before SES commences work on software implementation, to ensure that all team members from both parties understands the scope and are in agreement.

SES driven quality assurance testing is conducted by our highly skilled testing SMEs to not only test software functionalities, user-experience, application workflow, but also test overall product quality from an end-user perspective. SES provides QA status report and defect report weekly on the progress of QA activities. If any recommendations for configuration changes are realized during this process, SES shares the same with the utility's project team to gain approval for such items. SES provides complete assistance to the utility and its third-party Quality Assurance auditors (if any) to conduct quality assurance activities that will ensure conformance with the agreed scope of work.

SES robust testing approach delivers fully-tuned and functioning system before being rolled out for the UAT testing. SES recommends at minimum **Unit testing, Integration testing, System testing, Quality Assurance testing, and User Acceptance testing.** Each testing phase must be passed successfully and is considered as an input criteria for the commencement of the following testing phase. The system and QA testing are the final rounds of SES driven testing which provides detailed reports to the utility of status and progression. The user acceptance testing will be conducted primarily by the City representatives, with facilitation by SES, to ensure that all the functional and technical requirements are in conformance with agreed scope of work.

Section 7 - Contractor Capability and References

Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients. Provide a minimum of 3 references.

Response: SES is exclusively serving utility sector for **past 8 years** and has delivered innovative mobile & desktop solutions to many large-scale and mid-size energy providers. SES provides pre-implementation & post-implementation professional services to utilities that includes **implementation consulting, configuration and installation of the software, migration of reference data into the new proposed software, required process documentations, integration with recommended external systems, acceptance testing, user trainings and project management of mutually agreed responsibilities and activities.**

Currently, **30+ leading utilities** leveraging our platform solution in United States. The table below lists some of our clients in the utilities industry who have benefited largely with our platform solution:

Utility Clients		
Pacific Gas and Electric (PG&E)	Los Angeles Department of Water and Power (LADWP)	Glendale Water & Power
Fairfax Water	Cal American Water	City of Newport Beach
San Diego Gas & Electric (SDG&E)	NL Hydro	Southern California Edison (SCE)
Westlands Water District (WWD)	Central Iron County Water Conservancy District (CICWCD)	El Paso Electric (EPE)
Aquarion Water	UGI Energy Services	National Grid

SES team includes seasoned utility professionals who have delivered on the same set of requirements at other utilities comparable to City of Monterey Park. SES will deploy implementation and supplementary resources who are competent, experienced, and adequately trained to perform required implementation tasks. SES will coordinate with City's project team to ensure adherence to the schedule and budget of the project. SES has a dedicated team of seasoned professionals for our implementations who are led by our Project Manager. The designated SES project manager will coordinate and communicate all aspects of the implementations with City and provide the first line of support as and when needed. Our project team bring a wealth of knowledge and experience not just in the utility industry but also focused on project management best practices which will ensure adherence to the **agreed project schedule and budget** allocated by City for this project.

Below are the three (3) reference able utility clients, comparable to City project requirements, where SES has implemented SMW® solution:

Reference 1:

Client name	PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
Project name	Work Order & Asset Management Software Solution - (Smart Mobile Workforce (SMW®) Implementation
Project description	SES successfully deployed SMW® at PG&E providing field crews the ability to complete work orders, view work orders over the map, view and update asset information in offline mode, inventory management, asset condition assessment, Timekeeping, Regulatory reports, training materials and provided them with enhanced features like notes and annotations, upload attachments, photos, GIS enablement etc. SMW® significantly helped PG&E to improve work crew efficiency, detailed visibility on asset, work order and inventory information and helped in eliminating the paper work. It also helped them to track work order cost and time. One of the biggest benefits achieved was the time savings. SES implemented SMW® and provided the ease to access information on mobile devices and tablets.
Client contact details	Terry Towne (Manger) t1wa@pre.com

415-264-6768

Reference 2:

Client name	LOS ANGELES DEPARTMENT OF WATER & POWER (LADWP)
Project name	Work Order & Asset Management Software Solution - (Smart Mobile Workforce (SMW®) Implementation
Project description	For Work Order & Asset management requirement of LADWP, SES deployed SMW® Portal for Work order visibility, Asset hierarchy monitoring, preventative maintenance, inventory stock information, interdepartmental routing of service request and business aligned canned reports.
Client contact details	Marco Di Paolo (Manager) Marcelo DiPaolo@ladwp.com 213-792-4012

Reference 3:

Client name	GLENDALE WATER & POWER (GWP)
Project name	Work Order Operations & Customer Portal requirements - Smart Mobile Workforce (SMW®) and Smart Customer Mobile (SCM®)
Project description	SES deployed SMW® & SCM® at GWP environment for Internal utility employees and citizens respectively. GWP citizens are extensively using SCM® portal to communicate with utilities via Service Request Portal. The SMW® Portal is providing GWP field workers the ability to manage their work orders, capture cost and time for completed work orders, assets history, access to training materials while improving workers efficiency and overall productivity in the field etc. Through SMW®, GWP employees are monitoring asset status, scheduling inspections, assigning and service request and communicating with GWP customers via notifications and alerts. With SMW®, GWP is now able to achieve greater access to work orders, asset, and inventory and purchase order information for varied asset classes. SES has provided GWP with consistent materials across all disciplines and training audience for both field and back-office employees with substantial reduction in cost, eliminating the paper work and Improved user experience.
Client contact details	Craig Kuennen (Business Transformation and Marketing Administrator/Smart Grid) CKuennen@ci.glendale.ca.us 818-548-3369

Section 8 - Alternative Proposals

Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc.

Response: Not applicable for SES proposed solution.

Attachments

City of Monterey Park _SES Cost Proposal_19th June 2017

Exhibit A - Acceptance to City's terms and conditions

Exhibit B - Insurance Requirements

Appendices

Appendix 1 - Functional Requirements

Appendix 2 - SES Project Management Methodology

Appendix 3 - SES Standard Support and Maintenance Document.

PART II - COST PROPOSAL

The Cost Proposal must list the name and complete address and be signed by an authorized representative of the proposer.

Costs must be itemized and the total must be clearly indicated. Monthly or annual subscription proposals should detail the cost per user, training if any, activation fees, applicable taxes and discounts for multiple year contracts.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. If general, overhead, and administrative costs are not itemized, it is assumed to be included in the hourly rate for labor. All contingencies and/or anticipated escalations are to be included. No additional funds will be paid above and beyond the total cost

Response:

Cloud SaaS Solution:

Description	Pricing	Comments
SMW® - Smart Mobile Workforce <i>Modules Included:</i> - My Work Orders - Assets - Service Requests - Time Management - Inventory Management - Dynamic Forms - Mobile Library - Notification	\$115 per user per month Cloud SaaS Subscription Fee	\$28,980 per year for 21 Water Division user subscriptions <i>Discount Offers:</i> <i>10% discount for a 3-year term commitment:</i> <i>\$26,082 per year (21 users)</i> <i>20% discount for a 5-year term commitment:</i> <i>\$23,184 per year (21 users)</i>
SMW® - Admin Portal	Included	Includes 5 admin users.
Hosting Fee	Included	N/A
Maintenance Fee	Included	N/A
One-Time Implementation Fee	\$8,500 one-time	One-time implementation fee

The pricing proposal is based on a fixed fee basis for the City of Monterey Park Water Division. The SaaS subscription fee includes all costs related to hosting, support, maintenance and license. The proposed one-time implementation fee includes all costs related to training and technical support for the SMW® platform.

Travel related costs will be invoiced based on actual costs as incurred.

Fleet Management & Fleet Tracking Solution:

Monthly Service:	Per Month
Monthly Service GPSI Pro per month per vehicle tracked (2 minute updates)	\$18.95
Monthly Service GPSI Pro per month per asset tracked (4 times per day when parked, every 15 minutes when in motion)	\$12.95
OPTION 1 - Hardware Purchase:	Per Unit
Light Duty vehicle hardware - light duty plug and play device	\$175.00
Heavy Duty vehicle hardware - needed for heavy duty vehicle diagnostics and ELD	\$275.00
Asset Tracker AT3000 – for powered assets like generators, light towers, freight trailers that run every day	\$175.00
Solar Tracker ST1100 – for non-powered assets like storage units, office trailers, etc.	\$315.00
OPTION 2 - Hardware Monthly Rental:	Per Unit Per Month
Light Duty vehicle hardware - light duty plug and play device	\$6.00
Heavy Duty vehicle hardware - needed for heavy duty vehicle diagnostics and ELD	\$8.00
Training:	One-Time
Two Days Onsite Training	\$1,000.00
Training via WebEx, Free Unlimited	No Charge
Installation:	Per Unit
Installation \$95 per vehicle	\$95.00



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-F.

TO: The Honorable Mayor and City Council
VIA: Ron Bow, City Manager
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda of Understanding between the City and the Monterey Park Confidential Employee Association fixing the rate of compensation and other terms and conditions of employment for represented employees for the term July 1, 2017 to June 30, 2019.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution approving implementation of a Memoranda of Understanding between the City of Monterey Park and the Monterey Park Confidential Employee Association
2. Authorize the expenditure of \$56,034 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park met on numerous occasions with representatives of the Monterey Park Confidential Employee Association conference employee regarding wages, medical, dental and vision benefits, annual personal leave cash out provisions, educational incentive allowances, longevity and other terms and conditions of employment. The results of these negotiations are contained in the attached Memorandum of Understanding (MOU), which is being presented to the City Council for approval by adopting an implementing Resolution.

A summary of the MOU provisions include:

- A 3% salary increase in both years of the two year 2017-2019 agreement based on the classification salary table.
- Increase medical plan contribution of \$250 over the two year proposal (\$125 each year for each member).
- Increase of \$10 a month for vision contribution and \$20 a month for city dental contributions.
- Increase of an average of \$50 a month for education incentive pay; slight increase to higher tuition reimbursement cap; and a \$25 bi-weekly matching deferred compensation contribution.
- Increase accrued leave cash-out of 25 hours.
- New longevity compensation (\$100) in the 21st year of continuous City service and increase of \$150 in the 26th year of employment with the City of Monterey Park.
- Total 2-year contract cost is: \$150,704.

BACKGROUND:

The 2015 – 2017 MOU expired on June 30, 2017. The provisions of that MOU continue until a new MOU is approved.

The Confidential Employee Association represents 10 employee members and received no salary schedule increases or cost of living adjustments since 2010. This MOU represents the first salary increase since that time. The City successfully endured fiscal difficulties and challenges for nearly the past decade due to the Great Recession as well as increased costs for retirement, insurance and other municipal services. The impact in Monterey Park beginning in 2010 resulted in a 17% layoff of miscellaneous employees and a 43 month 10% furlough for the remaining approximately 161 miscellaneous employees. The Confidential Employee Association members were one of the miscellaneous groups impacted by these layoffs and furlough.

FISCAL IMPACT:

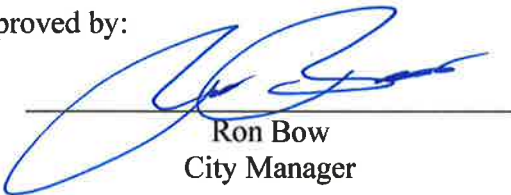
These negotiated changes in the Confidential Employee Association MOU represents a total first year cost (fiscal year 2017-2018) of approximately \$56,034 to be allocated among the General Fund reserves and various City fund reserves. The second year cost (fiscal year 2018-2019) will be approximately \$150,704.

Respectfully submitted by:



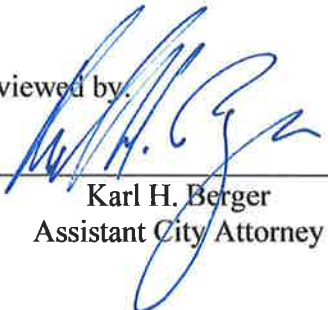
Tom Cody
Director of Human Resources and
Risk Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Monterey Park Confidential Employee Association MOU
2. MOU Resolution

ATTACHMENT 1
Confidential Employee Association MOU



MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK CONFIDENTIAL EMPLOYEES ASSOCIATION

July 1, 2017 — June 30, 2019

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK CONFIDENTIAL EMPLOYEES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE CONFIDENTIAL EMPLOYEES ASSOCIATION

TERM: July 1, 2017 — June 30, 2019

PREAMBLE

This memorandum of understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Confidential Employees Association, hereinafter also referred to as the "Association" or "Confidential Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1: SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment. Unless otherwise noted, all provisions of the MOU become effective the beginning of the pay period following City Council approval of the MOU.

ARTICLE 2: RECOGNITION

The City hereby acknowledges the Monterey Park Confidential Employees Association as the representative for the Confidential employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

This MOU shall cover all Confidential employees as outlined in Addendum A.

ARTICLE 3: CITY RESPONSIBILITIES AND RIGHTS

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and

assignments; to hire, transfer, and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline, or discharge employees for just cause; to expand or diminish services; to subcontract for any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4: EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. During the term of this MOU, all employees, as described above in Article 2, shall have the right to join the Monterey Park Confidential Employees Association, or to refuse or refrain from joining said organization.
- B. Subject to Section F, below, members of the Association may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty, work station or assignment without specific approval by an authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.
- C. The City will deduct dues and/or initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization cards.
- D. Deductions, as authorized in writing by the employee, shall be deducted from earned wages on each payday of each month. The City shall forward to the Monterey Park Confidential Employees Association, at each pay period, all dues and/or initiation fees deducted from the employees.
- E. Representatives of the Association, after permission by the Department Director or

his/her designated representatives may enter City properties for the sole purpose of transacting business of the Recognized Employee Organization; provided, however, that such business does not interfere with the work or training of the employees or City operations. If, however, said parties are not available, then permission must be obtained from the City Manager or his/her designated representative.

- F. Pursuant to Government Code Section 3505.3, the City shall allow a reasonable number of City employee representatives of the Association reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Therefore, the parties agree that no more than four (4) Association representatives shall be deemed a reasonable number of representatives that shall be provided reasonable time off to engage in the meet and confer process with representatives of the City. However, the Department Director(s) or his/her designee(s) has authorization to deny use of release time by any Association representative when, in the sole judgment of the Department Director(s), release of the representative(s) may reasonably be expected to cause or contribute to an unreasonable delay in the provision of services on behalf of the Department.
- G. Release of representatives of the Association to participate in non-meet and confer activities of the Association, such as grievance representation and participation in Association meetings during scheduled work hours shall be governed by the release rules and regulations set forth in paragraph F, above. However, City representatives may confine non-meet and confer related release time to less than four (4) Association representatives. The number of employees to be released in such circumstances shall be at the sole discretion of the City representative.
- H. Any Association representative validly participating in Association activities during the employee's scheduled hours of work shall suffer no deduction in compensation as a result of participation in the Association activities. However, participation in Association activities shall not be considered as time worked and shall not entitle any Association representatives to overtime or other compensation in excess of that regularly paid to the employee.
- I. A written list of the Officers of the Association and the Employee Representatives shall be furnished to the Director of Human Resources and Risk Management immediately after their designation and the Association shall notify the Director of Human Resources and Risk Management promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5: COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee organization members including, but not limited to, the following:

1. Association recreational and social activities.
2. Association election notices and results.
3. Association meetings and events.

ARTICLE 6: CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Association hereby agrees that during the term of this MOU, the employees of the City, as set forth in Article 2, Addendum A, the officers and/or agents of the Association shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, the Association shall notify such employee, or employees so engaged, to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in such activities as set forth in Sections A and B above shall be subject to disciplinary action by the City, including suspension or discharge, in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

Except as modified herein, the Grievance Procedure shall be governed by Personnel Rule XV, Disciplinary Proceedings, Sec. 6, Grievances, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

The presentation and hearing of all employee grievances shall be governed by the following rules:

- A. A grievance shall be defined as an alleged violation of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations, or of the Rules and Regulations validly propagated by any department within the City, or State Law governing conditions of employment. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Discipline shall be imposed in such a manner as to not violate the FLSA with regard to "exempt" employees.

- B. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved within fifteen (15) calendar days after the employee knows, or in the exercise of reasonable diligence, would have known, of the occurrence in question.
- C. Written notice of disposition of the grievance shall be filed with the next higher administrative authority by the supervisor with whom the grievance was originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the grievance.
- D. If satisfactory redress is not obtained by the employee from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization: that is, first to the Division Manager; second, the Department Director and third, the City Manager. In each case a written notice of disposition must be forwarded to the grievant and to the next higher authority within fifteen (15) calendar days of receipt of the employee's written grievance.
- E. The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievance to the grievant within fifteen (15) calendar days of receipt of the employee's written grievance.
- F. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources and Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten (10) calendar days after concluding a hearing pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8: OVERTIME

Except as modified herein, overtime for eligible non-exempt confidential employees shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. 3a General Government Employees, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

- A. Work Period Defined - Work performed in excess of forty (40) hours per work period shall be classified as overtime work. A work period is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods.
1. The work period for employees working a regular 5/40, Monday through Friday schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight hours within a twenty-four hour period.
 2. The work period for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides 80 scheduled hours in a 14 day (two week) cycle where (1) one week the employee works four 9-hour work-days and one 8-hour work-day, and (2) the subsequent week consists of four 9-hour work-days with one day off. The work period for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed forty (40) hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.
- B. Overtime worked shall be compensated by either compensatory time off at a time requested by the employee, and agreed to by the Department Director, equal to one and one-half times the time worked or by cash payment of one and one-half times the employee's regular hourly rate.
- C. Accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on the first payroll date following December 1 of each year.
- D. Non-Exempt employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue eight (8) hours holiday time (i.e., Special Event requirements, parades, etc.). Exempt employees who are assigned to work on a holiday shall receive straight time pay in addition to accruing 8 hours holiday time.

ARTICLE 9: ADMINISTRATIVE LEAVE

- A. Administrative leave shall only be given to positions that are FLSA exempt and are, therefore, not eligible for overtime.
- B. During the term of this agreement, FLSA exempt employees who are regularly required to attend evening meetings or work additional hours shall receive forty

(40) hours of Administrative Leave each July 1st in addition to flex time for extraordinary assignments. Administrative Leave shall have no monetary value, nor shall it be carried over from one fiscal year to the next.

1. FLSA exempt employees who have been designated by their Department Director, with the approval of the City Manager, may receive an additional 16 hours each fiscal year of Administrative Leave. This additional Administrative Leave shall be granted utilizing the following criteria: employee is regularly required or expected to attend City Council, City Commission or other City related functions that occur after normal business hours and/or the Department Director determines that the employee is consistently required to work hours beyond the normal business hours to the extent that the additional hours are justified.
 2. Any current Administrative Leave hours shall be moved into a separate account and shall be subject to existing provisions for use and cash out upon retirement.
- C. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Department Director with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.
- D. Employees requesting to utilize their administrative leave shall complete a Leave of Absence request form and forward the approved form to payroll. The Management Services Department shall maintain records of accrued administrative leave hours and the Human Resources Department shall maintain records of FLSA exempt employees eligible to earn or utilize administrative leave time in conformity with the guidelines set forth within this Article.

ARTICLE 10: VACATION

- A. Accrual of, and eligibility to utilize, vacation shall commence upon date of employment.
- B. Earned vacation shall not be accumulated in excess of 500 hours.
1. Effective September 30, 2012, any accumulated vacation in excess of 200 hours was placed into a second bank and no further accumulation shall accrue in that second bank.
- C. It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a

unit member to utilize any or all of his/her annual vacation accrual. Therefore, it is the policy of the city that no unit member may accrue greater than 500 vacation hours. Upon accrual of 500 vacation hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 500 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 500 hours in their current vacation accrual bank.

- D. In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- E. The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.
- F. At the sole discretion of the City Manager, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 500 hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.
- G. Upon commencement of employment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year.

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary until the maximum accrual of 200 hours per year is reached. Maximum vacation accrual per year is 200 hours.

ARTICLE 11: SICK LEAVE

- A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment at the rate of 7.33 hours for each full calendar month of continuous employment with the City, including time served in a probationary status.
- B. Sick leave is paid leave from work that can be used for the following purposes:
 - (a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law;

spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

- (b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of forty eight (48) hours of sick leave may be used per calendar year for family sick leave purposes.

- C. Sick usage shall first be deducted from Bank No. 2.
- D. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, or the Director of Human Resources and Risk Management, prior to the time set for the beginning of his/her daily duties or as specified by the Director of his/her department. A supervisor may require an employee to submit a physician's statement of illness or other satisfactory verification of illness after three days absence for illness. Following three (3) days of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating they are capable of returning to duty.
- E. The City Manager may, at any time, in order to receive further information with respect to the competency of the employee to perform his/her job duties, require such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

- F. Sick Leave Reimbursement Plan —The City shall continue the plan for reimbursement of the unused balance of accrued sick leave earned prior to October 1, 2011, in the following manner:

SICK LEAVE BANK NO. 1:

- 1. Upon service or disability retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account in Bank No. 1. In addition, the City contracts with PERS for the Sick Leave Credit option.

- a. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary, an amount equal to 50% of the employee's accumulated sick leave balance in Bank No. 1.

SICK LEAVE BANK NO. 2:

2. Effective October 1, 2011, sick leave for all bargaining unit members shall be "capped" at 800 hours in Sick Leave Bank No. 2. Employees who retire with more than 10 total years of city service shall be eligible to "cash out" accrued sick leave in the "new" sick leave account at the rate of 12 hours for each one year (12 full months) of city service. City service, for the purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning with October 1, 2011.
 3. Effective July 1, 2000, upon voluntary resignation, the City will pay to the employee an amount equal to 25% of the employee's accumulated sick leave balance, provided that the employee's sick leave utilization rate has not exceeded 33% of the annual accrual rate in the preceding five years, excluding sick leave hours cashed out pursuant to the provisions of this MOU, utilized for donations or membership in the Catastrophic Leave Bank.
- G. Catastrophic Leave Bank. All regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight (8) hours of sick leave on behalf of each eligible employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program but will be enrolled upon completion of probation.

ARTICLE 12: CASH OUT OF ACCRUED LEAVE

Association members may elect to annually, during any fiscal year, cash out up to one hundred twenty (120) hours per year of either vacation, sick, and holiday leave or a combination thereof provided that eighty (80) hours remains in Sick Leave Bank 2 after the cash-out is processed.

In addition to the one hundred and twenty hours (120) hours annual cash-out, an employee is allowed to cash-out an additional twenty-five (25) hours from Sick Leave Bank 1 for employees who have a Sick Leave Bank 1.

Cash out of accrued time shall be at the employee's option. Requests for cash out are to be submitted in a manner prescribed by the City. The parties agree to reopen the leave cash out process to ensure compliance with IRS regulations on constructive receipt.

ARTICLE 13: BEREAVEMENT LEAVE

- A. Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director. Bereavement leave may not exceed three (3) working days, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five (5) working days. Bereavement Leave shall be charged to a separate, paid leave account.
- B. Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father, stepmother or stepfather, brother or sister, child, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law and the employee's registered domestic partner.

ARTICLE 14: MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his/her reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 15: JURY DUTY

- A. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.
- B. Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness. The employee shall be allowed leave with pay during the period of such service. While the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.

- C. The employee shall advise the Director of Human Resources and Risk Management upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 16: LEAVE OF ABSENCE

Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

- A. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) days.
- B. No such leave shall be granted except upon written request of the employee.
- C. Approval shall be in writing and a copy filed with the Director of Human Resources and Risk Management.
- D. The City Council may grant a regular employee leave of absence without pay for a period not to exceed one year.
- E. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

ARTICLE 17: HOLIDAYS

- A. Municipal offices, including the Library, and with the exception of the Police and Fire Department facilities shall be closed on the following holidays:

New Year's Day	Labor Day	Day after Thanksgiving
Washington's Birthday Third Monday in February	Veteran's Day	Christmas Eve Day
Martin Luther King, Jr. Third Monday in	Independence Day	Christmas Day
Memorial Day Last Monday in	Thanksgiving Day	New Year's Eve Day

Represented employees shall receive one floating holiday. Holiday hours shall be accrued during the pay period in which the holiday occurs.

All designated holidays are nine (9) hours in duration and employees will receive nine hours credit in the employee's holiday bank, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours as described in the following paragraph.

Effective April 1, 2014, member shall be afforded thirteen (13) holidays. One floating holiday will be eliminated in exchange for the City implementing holidays capped at nine hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday.

"Holidays" are defined as nine (9) hours in duration or if a holiday lands on a Saturday or Sunday the employees holiday bank shall be credited eight (8) hours.

- B. The employee shall be subject to two (2) separate holiday accumulation banks, each of which shall consist only of floating holidays. The first holiday bank (Bank No. 1) shall consist of those floating and/or minimum staff day holidays not utilized during the fiscal year 1992/93, and the total number of holidays accrued on or before June 19, 1993. The number of holidays contained within this Bank No. 1 shall not increase.
- C. The maximum "holiday" accrual shall be eighty (80) hours. Upon reaching the maximum, no additional hours will accrue to the employee.
- D. Holiday usage may be deducted from either of the above two (2) banks.
- E. Only those employees who hold probationary or regular appointments shall receive compensation for legal holidays. However, employees holding probationary or regular appointments must be on paid status on both the workday prior to, and the workday following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick leave, or other paid leave of absence is considered to be in a paid status and, therefore, would receive compensation for the holiday.

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours (i.e., Special Event requirements, parades, etc.). Refer to Article 9, Section C above for employees who are required to work Emergency Call Back.

Should a holiday fall on an employee's regularly scheduled day off, that employee shall receive nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours subject to the maximum accrual provisions of this Article.

ARTICLE 18: AUTHORIZATION TO UTILIZE PAID LEAVE TIME

Each unit member's Department Director or his/her designee shall have sole discretion to approve or deny an employee's request to take paid leave time off (i.e. vacations, etc.). The Department Director's determination shall be based upon the service needs of the City and the leave request may be denied by the Department Director if he/she determines that utilization of leave time off will or may have a negative effect on provision of services.

ARTICLE 19: ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the Personnel Rules and Regulations of the City of Monterey Park, this Article shall prevail):

A. Need for Acting Assignments - To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

B. Selection for Acting Assignments - The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one class level above his or her regular class and if during the term of said acting assignment, the vacant class level immediately below the acting position is filled,

then the acting assignment shall terminate with the employee being restored to his/her regular position.

- C. Pay for Acting Assignments - Acting pay shall be authorized when an employee is acting in a higher level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher level position and paid retroactively to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.
- D. Status of Employee in Acting Assignment - Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- E. Duration of Acting Assignment - Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Association prior to any extension of an acting appointment beyond six-months and at mutually agreeable intervals thereafter, during continuation of the acting assignment.

ARTICLE 20: PREMIUM PAY

- A. Bilingual Pay (Interpretation)
 - 1. Association members who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, as deemed useful by the City, shall receive \$50.00 per month bilingual skill pay in addition to his/her regular salary.
 - 2. The City shall establish qualifying tests to determine bilingual capability and certification. Employees who become eligible for bilingual pay may be required to recertify their eligibility every four years.
 - 3. To be eligible for bilingual pay, the employee must routinely and regularly use his/her translation and interpretation skills in the performance of his/her regular duties that includes customer service and public contact. Should the

employee's duties change such that the use of bilingual skills is no longer required, the bilingual skill pay shall cease. Eligibility for bilingual skill pay is subject to the approval of the Department Director and Human Resources Director and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal.

B. Bilingual Pay (Transcription)

All confidential employees who are certified as bilingual pursuant to Section A above and are qualified to perform formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive fifty dollars (\$50) per month bilingual translation skill pay. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Recertification may be required every four years.

C. Combined Bilingual Pay

Unit employees who are certified as bilingual pursuant to A.1. and are qualified to perform both verbal and formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive a combined \$150 for bilingual verbal and written translation in lieu of Section A and B above. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

D. Public Notary Services

1. In recognition of the City's need and use of public notary services, those confidential unit employees who have such public notary certificates as approved by the Secretary of State for the State of California shall receive one hundred dollars (\$100.00) per month bonus pay in addition to his/her base salary. However, there shall be no more than three (3) authorized employees at any one time with determination of who and how many to be at the sole discretion of the City Manager.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Education Premium.

E. CMO Premium Pay

1. Employees who are assigned to the City Council/City Manager's office on a regular basis shall receive \$100 per month bonus pay in addition to his/her regular salary.

ARTICLE 21: HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2017 the MEC is \$128/month).

B. Retiree Medical Insurance

1. Retiree and Employees In Effect Until December 31, 2015

Individuals who were hired on or before January 1, 2016, and who retire from City service, will receive a City contribution toward the purchase of medical insurance (single party only coverage). Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.

- a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$355/month (includes the MEC) toward the purchase of medical insurance under PEMHCA (single party only coverage).
- b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$435/month toward the purchase of medical insurance under PEMHCA (single party only coverage).
- c. Retirees must pay for any premium cost that exceeds the City's contribution.

2. Retiree Medical Benefits Beginning January 1, 2016

- a. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2017, this amount is \$128 per month. PEMHCA determines the amount annually and therefore, this is subject to change.
- b. Those individuals who were hired on or before January 1, 2016 will be eligible for medical insurance provided by PEMHCA and receive a City contribution equal to the MEC under PEMHCA. For 2017, this amount is \$128 per month. PEMHCA determines the amount annually and therefore, this is subject to change. The City shall also make a monthly contribution to a Retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution set forth in B.1 above.

C. Dental Insurance

The City will contribute up to seventy (\$70) dollars per month toward the premium for eligible employees and all eligible dependents. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to ninety (\$90) dollars per month toward the premium for eligible employees and all eligible dependents. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty (\$20) dollars per month for the employee and eligible dependents. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to thirty (\$30) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 12 months. Deductible shall be \$10.00/exam; \$20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand dollars (\$1,000) per month for employees electing to enroll in a medical plan in PEMHCA. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to one thousand one hundred twenty-five (\$1,125) dollars per month for employees electing to enroll in a medical plan in PEMHCA. Beginning the pay period that includes July 1, 2018, the City

will contribute up to one thousand two hundred fifty (\$1,250) dollars per month for employees electing to enroll in a medical plan in PEMHCA.

2. The City's contribution will include the PEMHCA MEC (\$128 per month for 2017) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) long term disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).
3. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.
4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Long Term Disability Plan

The City will pay the premiums for a long-term disability plan.

G. Life Insurance

The City shall provide a term life insurance policy for each employee in the amount of \$50,000. Effective January 1, 2018, the term life insurance policy for each employee will be \$100,000.

Additional life insurance may be purchased by each employee. Any premium cost for additional life insurance shall be paid solely by the employee. The City shall offer employees to purchase supplemental life insurance in \$10,000 increments up to the lesser of \$300,000 or 3 times the employees annual salary.

H. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 22: PERS CONTRIBUTION

All association members who are "classic" members of the CalPERS retirement system will pay 100% of the full 8% employee's share of the CalPERS retirement contribution and 'new' members pay the full 6.25% employee share of the CalPERS retirement contribution.

ARTICLE 23: RETIREMENT BENEFITS

- A. The city provides retirement benefits through the California Public Employees' Retirement System (CALPERS) pursuant to a contract with CalPERS. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. Employees hired prior to December 30, 2013, shall be considered classic PERS employees whose retirement formula is known as the "2.7% at Age 55 Plan.", one (1) year final compensation (12 highest paid consecutive highest months/Section 20042).
- B. The 1959 Survivor's Benefit — Effective October 7, 2000, the City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.
- C. Credit for Unused Sick Leave Section 20965.
- D. One (1) year final compensation (Government Code Section 20042) for employees hired prior to January 1, 2013 and average of the three (3) consecutive highest years for employees hired after said date.
- E. Effective November 1, 2003, Military Service Credit as Public Service (Section 21024).
- F. Effective January 9, 2010, Pre-Retirement Option 2W Death Benefit.

ARTICLE 24: EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

- A. Educational costs are limited to two thousand five hundred dollars (\$2,500) annually per unit member for eligible reimbursement expenses as defined within this Article. Effective the month following the City Council's approval of the MOU, Educational costs shall be limited to three thousand five hundred dollars (\$3,500) annually per unit member for eligible reimbursement expenses as defined within this Article Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources and Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and

the decision of the Department Director and Director of Human Resources and Risk Management shall be final.

- B. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.
- C. An employee who separates from City service within 12 months of receiving educational cost reimbursement shall reimburse the City the full amount of educational cost reimbursement that he/she received in the preceding 12-month period.
- D. Educational cost reimbursement shall be provided for tuition fees for college-level courses in an accredited academic institution only, as determined by the Director of Human Resources and Risk Management.
- E. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books required for six units or less, and two hundred dollars (\$200.00) for seven units or more taken during a semester (or equivalent enrollment period). Reimbursement shall only be for books required for the approved course(s). All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 25: SALARIES

- A. Salaries of represented employees shall be adjusted in the following manner:
 - 1. Current salary ranges for represented employees are reflected in Attachment A, and are incorporated herein by this reference.
 - 2. Effective the beginning of the pay period following July 1, 2017, salary ranges of unit classifications will increase by three percent (3%)
 - 3. Effective the beginning of the pay period that includes July 1, 2018, salary ranges of unit classifications will increase by three percent (3%).

- B. **Ten-Step Program**

There shall be approximately 2.5% between each step of steps 1 through 9 and approximately 5% between steps 9 and 10. Advancement within the ten-step salary range shall be subject to the terms and conditions as set forth herein:

- 1. Except as modified herein, the Administrative Policy 30-41 – “Ten-Step Meritorious Program” provides rules related to the ten-step system.

2. Advancement between steps may occur at intervals of no less than one year. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. No multiple step increases may be granted. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from Service, or Rule XV Disciplinary Proceedings of the Personnel Rules and Regulations of the City of Monterey Park.
3. Advancement from step 1 through step 9 shall be contingent upon receiving "meets job standards" performance evaluations or better.
4. Advancement to step 10 is both temporary and conditional upon achieving "meets job standards" performance as determined by rules set forth by the City Manager. Sustained placement at step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "meets job standards" performance ratings in a succeeding year shall result in the employee's salary being returned to step 9.
5. Step 10 Changes: If the step 10 policy is revised with any other general employee association, the CEA shall share the results of those revisions.

C. Longevity Pay

1. Effective the beginning of the pay period following City Council approval of the MOU, each unit member with twenty (20) years of continuous City service shall receive longevity pay of one hundred (\$100) per month. Each unit member who has 25 years or more of continuous service with the City shall receive longevity pay of \$200.00 per month. Effective the beginning of the pay period following City Council approval of the MOU, each unit member with twenty-five (25) years of continuous City service shall receive longevity pay of three hundred fifty (\$350) per month. Longevity Pay shall be included in the biweekly pay check.

The parties agree that that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

- D. Education Incentive Pay: Employees that possess a Bachelor's Degree or higher from an accredited university recognized by the Department of Education shall receive a \$75.00 per month Education Incentive, and employees that possess an

Associate's Degree shall receive \$40.00 per month. Effective the beginning of the pay period following City Council approval of the MOU, \$80 per month for an Associate's degree from an accredited educational university and \$110 per month for a Bachelor's degree from an accredited educational university. These incentives shall not be stacked or compiled such that the unit member is receiving multiple Education Incentives.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

- E. Physical Well-Being Allowance: The City shall pay each unit member \$20.00 per month as a Physical Well-Being Allowance or reimbursement for the unit member's enrollment, membership or participation in gym memberships, recreational activity classes, weight loss programs, etc. The unit member must provide proof of enrollment, membership or participation in such classes or programs by producing receipts or invoices, which shall be approved by the Department Director and Director of Human Resources and Risk Management before reimbursement will be issued. Effective the pay period following January 1, 2018, the physical well-being allowance is eliminated.
- F. Uniform Allowance: Unit members who are required to wear a uniform as part of their daily job duties shall receive an annual allowance in the amount of three hundred dollars (\$300.00.) The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic" employees, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5) – Uniform Allowance.

ARTICLE 26: PROBATIONARY PERIOD

Employees who are newly hired or promoted shall serve a probationary period of twelve (12) months.

ARTICLE 27: DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the City of Monterey Park Confidential Employees Association. Effective the beginning of the pay period following January 1, 2018, the City will contribute twenty-five (\$25) dollars per pay period to the employees deferred compensation plan.

ARTICLE 28: INDUSTRIAL INJURY

All full time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulated compensatory time off. While Temporarily Totally Disabled (TTD), the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp, etc), which, when added to temporary disability payments, provide for a normal full day's wage or salary.

The City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits.

Nothing herein shall prohibit an employee from requesting a leave of absence without pay from the City Council. Such leave is not guaranteed nor may it exceed beyond a period of one (1) year from date of injury.

The granting of industrial injury and illness leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 29: UNIT DETERMINATION AND MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall include: (1) efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and on (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with the organizational patterns of the City.
4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.
5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization that represents other employees and may not be represented by the same.

The Director of Human Resources and Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or position, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

1. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.
2. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
3. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
4. "Confidential Employee" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources and Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Municipal Code Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section A of this Article. Any Association request for modification to its unit shall be limited to a two (2) week window period annually to be determined by the Director of Human Resources and Risk Management with reasonable notice to the Association. The Director of Human Resources and Risk Management shall process such petition as recognition petitions are processed under this Chapter.
2. The Director of Human Resources and Risk Management may, on his/her own motion, propose that an established unit be modified. The Director of Human Resources and Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources and Risk Management by which to contest the proposal(s). Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources and Risk Management shall determine the composition of the appropriate unit or units in accordance with Section A of this Article, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources and Risk Management's determination may be appealed as provided in paragraph 3 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources and Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050 of the Municipal Code.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

3. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources and Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director

of Human Resources and Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's Secretary and a copy shall be provided to the Director of Human Resources and Risk Management by the appellant. The written appeal shall be received by the City Manager's Secretary no later than ten (10) calendar days after the Director of Human Resources and Risk Management's decision was mailed.

A unit designated by the Director of Human Resources and Risk Management need not be "most appropriate," or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the decision of the Director of Human Resources and Risk Management. If not "appropriate," then the City Manager shall determine which unit "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources and Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

4. To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions, of this Section shall prevail to the extent necessary to cause the Section to be operative.
5. Subsequent to this agreement, should the City and another association adopt a version of this Article 33 of the MOU that is different than that adopted by the City and the Association, the Association has the right to negotiate and adopt any such changes limited to this Article 33 and include them in this MOU.

ARTICLE 30: GENERAL PROVISIONS

- A. This MOU shall not in any way interfere with the obligations of the parties here to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the MOU should be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not otherwise be affected thereby.

- B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum.
- C. The parties agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Association, or because of race, color, creed, national origin, age, gender, legal disability, marital status, sexual orientation, political/union activity, or for any other protected status as defined by law.
- D. The parties agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 36.
- E. This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 31: ME-TOO CLAUSE

The parties agree that upon ratification by Confidential and approval of the MOU by City Council, should an agreement with any other miscellaneous bargaining unit result in base salary that exceeds what was agreed to in this MOU, then this unit will receive the same during the term of this agreement.

ARTICLE 32: TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding shall be in effect for an initial term commencing July 1, 2017 and ending June 30, 2019 Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

ARTICLE 33: CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park.

[SIGNATURE ON NEXT PAGE]

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 6th day of September, 2017.

**MONTEREY PARK CONFIDENTIAL
EMPLOYEES ASSOCIATION**

CITY OF MONTEREY PARK

By: _____
Beatriz Velaquez, President

By: _____
Ron Bow, City Manager

By: _____
Gwen Kishida, Negotiator

By: _____
Thomas J. Cody, Director of Human
Resources & Risk Management

By: _____
Cristina Garcia, Negotiator

Effective the beginning of the pay period following July 1, 2017 (3% increase):

		1	2	3	4	5	6	7	8	9	10
Administrative Aide	11	4,242	4,349	4,456	4,567	4,681	4,800	4,919	5,042	5,168	5,426
Administrative Secretary	10	4,033	4,134	4,237	4,344	4,452	4,563	4,677	4,794	4,914	5,160
Financial Services Manager	6M	9,360	9,593	9,833	10,079	10,331	10,588	10,854	11,125	11,403	11,974
Human Resources Analyst	3M	5,908	6,056	6,208	6,362	6,522	6,685	6,853	7,024	7,199	7,558
Human Resources Technician	7	4,371	4,481	4,593	4,707	4,825	4,946	5,069	5,195	5,325	5,592
Human Resources Assistant	13	5,020	5,145	5,274	5,405	5,540	5,679	5,821	5,967	6,116	6,422
Payroll Technician	12	4,456	4,567	4,681	4,799	4,918	5,042	5,168	5,296	5,429	5,701
Police Administrative Asst	9	3,830	3,925	4,023	4,124	4,227	4,332	4,429	4,552	4,666	4,899
Police Chief's Secretary	10	4,033	4,134	4,237	4,344	4,452	4,563	4,677	4,794	4,914	5,160
Secretary to City Manager	13	5,020	5,145	5,274	5,405	5,540	5,679	5,821	5,967	6,116	6,422

Effective the beginning of the pay period following July 1, 2018 (3% increase):

		1	2	3	4	5	6	7	8	9	10
Administrative Aide	11	4,369	4,479	4,590	4,704	4,821	4,944	5,067	5,193	5,323	5,589
Administrative Secretary	10	4,154	4,258	4,364	4,474	4,586	4,700	4,817	4,938	5,061	5,315
Financial Services Manager	6M	9,641	9,881	10,128	10,381	10,641	10,906	11,180	11,459	11,745	12,333
Human Resources Analyst	3M	6,085	6,238	6,394	6,553	6,718	6,886	7,059	7,235	7,415	7,785
Human Resources Technician	7	4,502	4,615	4,731	4,848	4,970	5,094	5,221	5,351	5,485	5,760
Human Resources Assistant	13	5,171	5,299	5,432	5,567	5,706	5,849	5,996	6,146	6,299	6,615
Payroll Technician	12	4,590	4,704	4,821	4,943	5,066	5,193	5,323	5,455	5,592	5,872
Police Administrative Asst	9	3,945	4,043	4,144	4,248	4,354	4,462	4,562	4,689	4,806	5,046
Police Chief's Secretary	10	4,154	4,258	4,364	4,474	4,586	4,700	4,817	4,938	5,061	5,315
Secretary to City Manager	13	5,171	5,299	5,432	5,567	5,706	5,849	5,996	6,146	6,299	6,615

ATTACHMENT 2
Confidential Employee Association Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING FOR CONTRACT YEAR 2017-2019 BETWEEN THE
CITY OF MONTEREY PARK AND THE MONTEREY PARK
CONFIDENTIAL EMPLOYEE ASSOCIATION.**

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Confidential Employee Association, a duly recognized employee organization representing the City of Monterey Park's confidential employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2017-2019.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: Confidential Employee Association indicated its acceptance of the attached Memorandum of Understanding ("MOU").

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2017-2019 between the City of Monterey Park and the Monterey Park Confidential Employee Association which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

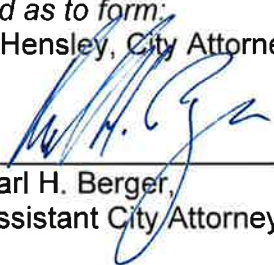
PASSED, AND ADOPTED this 6th day of September, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent Chang, City Clerk

Approved as to form:
Mark D. Hensley, City Attorney

By: 

Karl H. Berger,
Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a council meeting held on the 6th day of September, 2017, by the following vote:

Ayes:	Council Members:
Noes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 6th day of September, 2017.

Vincent D. Chang, City Clerk
City of Monterey Park,
California



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-G.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: SCOTT HABERLE, FIRE CHIEF

SUBJECT: AWARD OF CONTRACT – FIRE STATION NO. 61 PARKING LOT

RECOMMENDATION:

It is recommended that the City Council:

1. Award a contract for Fire Station No. 61 Parking Lot Reconstruction to P & P Develop Inc. in the amount of \$288,870;
2. Authorize the Fire Chief and Public Works Director to approve construction change orders up to \$28,887 or 10% of construction contract amount for this project;
3. Authorize the City Manager, or designee, to execute the contract on behalf of the City in a form approved by the City Attorney; and
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

The Fire Department obtained the services of WLC Architects, Inc. to prepare bid specifications for the repaving and site improvements at Fire Station 61, Specification No. 868. On April 19, 2017, the City Council adopted Resolution No. 11911 authorizing solicitation of bids. The Bid process has been completed and staff is recommending the award of contract to P & P Develop, Inc.

BACKGROUND:

The Fire Station No. 61 parking lot repaving and improvement project has been on the City's Five Year Capital Improvement Projects list for over 10 years. The parking lot is greatly deteriorated and becoming unsafe. There are pits or holes in areas, water run off is undermining the asphalt in certain areas and gravel from the asphalt continues to become loose, making the pavement uneven. This project will provide for the repaving of the asphaltic areas with concrete. In addition, installing security gates and fencing to secure the rear yard including automatic gates at the driveway entrances.

On June 7, 2017, staff received a total of seven bids. A summary of the base bid amounts is as follows:

RANK	BIDDER	BASE BID AMOUNT
1	P & P Develop, Inc	\$288,870.00
2	Absolute Building Services	\$290,850.00
3	E & E Engineering	\$305,000.00
4	Concept Consulting	\$332,890.00
5	EC Construction	\$344,490.00
6	Parsam Construction	\$385,000.00
7	Fleming Environmental	\$389,560.00

Staff reviewed the bid (Attachment 1) received by P & P Develop, Inc. and recommends award of contract.

The bid submitted by P & P Develop, Inc. is the lowest responsive bid from a responsible bidder. P & P Develop, Inc.'s license was verified with the California State Contractor's License Board to be current, active and in good standing. P&P is also registered with the Department of Industrial Relations (Attachment 2) as required by applicable law. Staff also confirmed the contractor's references and received positive feedback. Its references were also checked by WLC Architects. P & P Develop, Inc. has completed similar public agencies projects including Santa Monica College site improvement's reconfiguration of 140 parking spaces and path of travel and completed Ventura Community College District's Oxnard College of Dental Hygiene ADA/Accessibility Compliance improvement.

FISCAL IMPACT:

If awarded, the project will be partially funded with Measure R funds in the amount of \$41,263 (Account No. 0110-801-5004-99722) and Public Safety Impact Fee Funds (Account No. 0071-801-5004-99729) in the amount of \$247,607 to cover project costs and \$28,887 or 10% additional for change orders if needed.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works



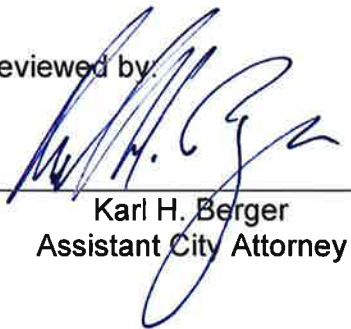
Scott Haberle
Fire Chief

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT

1. P & P Development, Inc. Proposal
2. DIR Registration

ATTACHMENT NO. 1
P & P Development, Inc. Proposal



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 1

**REPAVING AND SITE IMPROVEMENTS
AT FIRE STATION NO. 61**

SPECIFICATION NO. 868

NOTICE INVITING SEALED BIDS

-
1. The time and date that sealed bids are due has been changed to: **2:00 p.m., Thursday, June 15, 2017.**
 2. A pre-bid meeting will be held on June 1, 2017 at 10:00 a.m. at Fire Station No. 61. This meeting is not mandatory.

ALL OTHER PORTIONS OF BID SPECIFICATION NO. 868 SHALL REMAIN IN FULL EFFECT.

For additional information please contact Mr. Rey Alfonso, Assistant City Engineer at (626) 307-1330 or Mr. Kelley Needham, WLC Architects via Kelley@wlcarchitects.com

Please include a signed copy of this Addendum with your bid. Failure to do so will result in an invalid bid.

Company: P & P Develop Inc

Signature [Handwritten Signature] Date 6/15/2017

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: P&P Develop Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

**BASE BID
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

TOTAL BASE BID AMOUNT IN WORDS _____

Two Hundred Eighty Eight Thousand Eight Hundred Seventy _____ DOLLARS

288,870.00

TOTAL BASE BID AMOUNT IN NUMBERS \$ _____

**ADDITIVE BID ALTERNATIVE 1
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

The following amount shall be added to the Base Bid at the City's option. Alternates are fully described in Technical Specification Section 01 20 00.

TOTAL ALTERNATE AMOUNT IN WORDS _____

Sixty-Eight Thousand Eight Hundred _____ DOLLARS

68,800.00

TOTAL ALTERNATE AMOUNT IN NUMBERS \$ _____

**ADDITIVE BID ALTERNATIVE 2
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

The following amount shall be added to the Base Bid at the City's option. Alternates are fully described in Technical Specification Section 01 20 00.

TOTAL ALTERNATE AMOUNT IN WORDS _____

Twenty Thousand _____ DOLLARS

20,000.00

TOTAL ALTERNATE AMOUNT IN NUMBERS \$ _____

The low bid will be established based on the “Base Bid”. The Additive Bid Alternates Must Be Filled Out but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: <u>A1A Engineering & Construction</u>	<u>Div 02, 31, 32</u> <u>Concrete</u>	<u>\$ 100,000</u>
Address: <u>2122 S. Grand Ave. #8 Santa Ana</u>		
Tel: <u>213-248-1033</u>		
Name: <u>Tom's Iron</u>	<u>Div 32-3130</u> <u>MH Fencing</u>	<u>\$ 50,000</u>
Address: <u>704 N. Valley St. #M, Anaheim</u>		
Tel: <u>714-738-5284</u>		
Name: <u>Zeta Electrical Services</u>	<u>Electrical</u>	<u>\$ 6,000</u>
Address: <u>25432 2nd St. Lakeforest</u>		
Tel: <u>562-440-4375</u>		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name <u>Santa Monica College</u>	Project Name and Brief Description <u>SMC Bundy Parking lot 2</u>	
Contact Name and Title <u>Andy Meier / Construction Manager</u>	<u>Site Improvement of the SMC Bundy Campus that include reconfiguration of HC parking spaces and path of travel</u>	
Tel: <u>714-469-8834</u>	Contract Value: <u>\$307,350</u>	Year Completed: <u>2015</u>
E-mail: <u>endiliand@hotmail.com</u>		

Reference 2		
Agency Name <u>Ventura Community College District</u>	Project Name and Brief Description <u>Oxnard College Dental Hygiene</u>	
Contact Name and Title <u>Alex Kang / Construction Manager</u>	<u>DSA Certification completing ADA/Accessibility compliance improvement</u>	
Tel: <u>714-408-0869</u>	Contract Value: <u>\$270,000</u>	Year Completed: <u>2016</u>
E-mail: <u>akang@fjuhsd.org</u>		

Reference 3		
Agency Name <u>CHA Hollywood Medical Center</u>	Project Name and Brief Description <u>Visitor parking improvement include stripings, new handicap space, path of travel and ADA ramp</u>	
Contact Name and Title <u>Kate Kwan / Construction Manager</u>		
Tel: <u>213-500-9215</u>	Contract Value: <u>\$320,000</u>	Year Completed: <u>2017</u>
E-mail: <u>kkwon@chahealthsystems.com</u>		

Reference 4		
Agency Name <u>CHA Hollywood Medical Center</u>	Project Name and Brief Description <u>Physicians underground parking lot include stripings, new handicap space, path of travel and ADA ramp</u>	
Contact Name and Title <u>Kate Kwan / Construction Manager</u>		
Tel: <u>213-500-9215</u>	Contract Value: <u>\$245,000</u>	Year Completed: <u>2017</u>
E-mail: <u>kkwon@chahealthsystems.com</u>		

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site:

JOSEPH YI

Date of Inspection:

6/1/17**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 6/1/17

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates 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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name:

P&P Develop Inc

Authorized Signature:

Name and Title:

JOSEPH YI

Date:

6/15/17

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the Project Manager of P & P Develop Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name:

P&P Develop Inc.

Authorized Signature:

Name and Title:

JOSEPH Y. Project Manager

Date:

6/15/2017

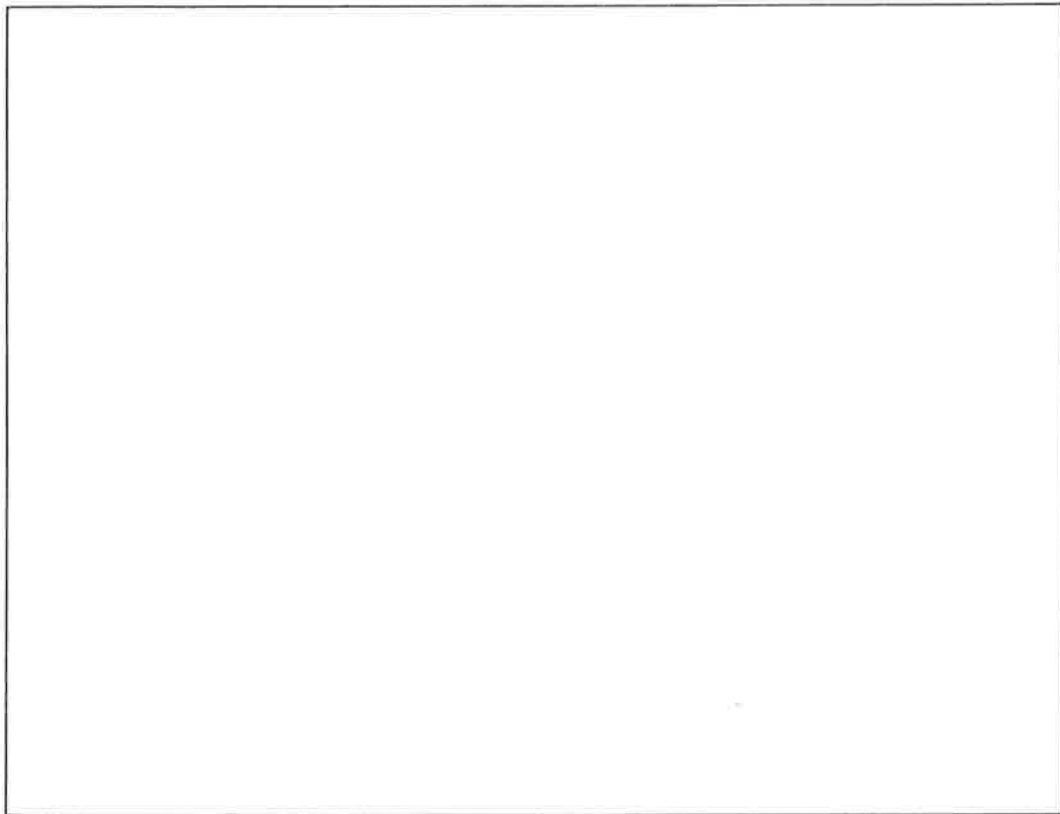
PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been NO **has been** _____ (indicate **YES** or **NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:



Bidder's Name: P&P Develop Inc.

Authorized Signature: _____

Name and Title: JOSEPH Yi Project Manager

Date: 6/15/2017

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been NO **has been** _____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name:

P&P Develop Inc.

Authorized Signature:
Name and Title:

Joseph Y. Project Manager

Date:

6/15/2017

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been NO **has been** _____ **(indicate YES or NO after applicable answer)**

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name:

P&P Develop Inc.

Authorized Signature:

Name and Title:

JOSEPH Yi Project Manager

Date:

6/15/2017

City of Monterey Park

Specification No. 868

BIDDER INFORMATIONBidder's Name: P&P Develop Inc.Address: 8725 Garden Grove Blvd., Garden Grove, CA 92844Form of Legal Entity: S CorporationIf a Corporation, State of Incorporation: CALIFORNIAState Contractor's Class and License No.: B, C33 #1019744

Contact Person Information:

Name: JOSEPH YI Title: Project ManagerE-mail: info@pnpinc.net Tel: 657-233-5696

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Tae Gon Park CEO - 87 Matford Irvine CA - 714-913-3435
Joseph Yi Project Mgr - 8752 Garden Grove Blvd, Garden Grove, CA
714-980-0115

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

None

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

City of Monterey Park

Specification No. 868

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 14th day of June, 2017.

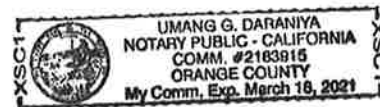
BIDDER

[Signature] Project Manager

Subscribed and sworn to this 14th day of June, 2017.

NOTARY PUBLIC

[Signature]



PROPOSAL GUARANTEE**BID BOND**Bond No.: 71919486

KNOW ALL MEN BY THESE PRESENTS that P&P Develop, Inc., as BIDDER, AND Western Surety Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of ten percent of bid (\$ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the Repaving and Site Improvements at Fire Station 61, **SPECIFICATIONS NO. 868** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of June, 2017.

SIGNED AND SEALED this 15th day of June, 2017.
P & P Develop, Inc. Western Surety Company

Tae Gon Park, President
 PRINCIPAL

Blake A Pfister, Attorney-in-fact
 SURETY

PRINCIPAL's MAILING ADDRESS:

8752 Garden Grove Blvd

Garden Grove, CA 92844

SURETY's MAILING ADDRESS:

101 S Reid #300

Sioux Falls, SD 57163

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On June 13, 2017 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lianne Nahina*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 71919486 Document Date: June 15, 2017
 Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Western Surety Company

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71919486

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint BLAKE A PFISTER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: P & P Develop, Inc.

Obligee: City of Monterey Park

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 15, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of June, 2017.

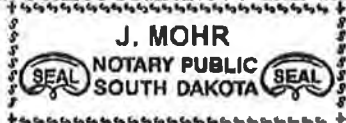


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 15th day of June, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of June, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the Repaving and Site Improvements at Fire Station 61, **SPECIFICATIONS NO. 868** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

ATTACHMENT NO. 2
DIR Registration

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
P & P DEVELOP INC	1000044655	ORANGE	GARDEN GROVE	06/05/2017	06/30/2018



City Council Staff Report

DATE: September 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-H.

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Interim Director of Recreation & Community Services
SUBJECT: Award of contract to Fiesta Taxi to provide Supplemental 'Dial A Ride' Transportation Services

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a contract, in a form approved by the City Attorney to Fiesta Taxi to provide supplemental Dial A Ride transportation services to resident senior citizens and disabled individuals. Service to participants would be available 24 hours a day, seven days a week; with the participant paying one dollar a trip and the City paying the balance. Funding for this program would come from Proposition A funds (Aid to Private Agencies account 0109-801-6511-41200) and
2. Take such additional, related, action that may be desirable.

CEQA:

Taking the recommended action would not result in a potential for resulting in a direct or reasonably indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378). Even if the award of contract were to qualify as a project, it would be categorically exempt as a Class 1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see Cal. Code Regs. tit. 14, §§ 15301, 15305).

EXECUTIVE SUMMARY:

In March 2017 the City Council authorized staff to send out Requests for Proposals to local taxi companies and ride sharing companies (such as Uber and Lyft) that can provide the desired services. Fiesta Taxi was the only company to submit a proposal (attachment 1). After analyzing the submitted proposal, staff is recommending Fiesta Taxi.

BACKGROUND:

Access to public transportation is a vital service for many senior citizens and disabled individuals. It provides them the opportunity to make medical appointments, go shopping, socialize and pursue recreation activities. This in turn allows them to lead a healthier, independent life.

In May 2015, a pilot program with expanded hours was initiated at Langley Center, and while not heavily used at the start, a number of participants have begun to rely on the service. The program follows the same Dial A Ride service area guidelines but allows for service outside the Dial A Ride hours. The program can also act as a safety net for situations not normally anticipated by participants. The one dollar fee per ride seems to fit in the budget for most participants. Since the start of the program in May 2015, \$16,933 has been spent with approximately 1,527 trips.

FISCAL IMPACT:

Funding for this program will come from Prop A Funds (0109-801-6511-41200 Aid to Private Agencies) which is currently used for the TAP card subsidy. Based on past expenditures for the pilot program, the estimated cost for the next Fiscal Year 2017-2018 should be under \$10,000.

Respectfully submitted by:



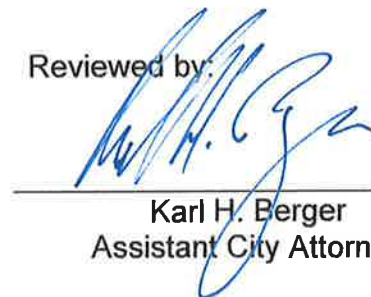
Robert Aguirre
Director of Recreation &
Community Services

Approved by:



Ron Bow
City Manager

Reviewed by:



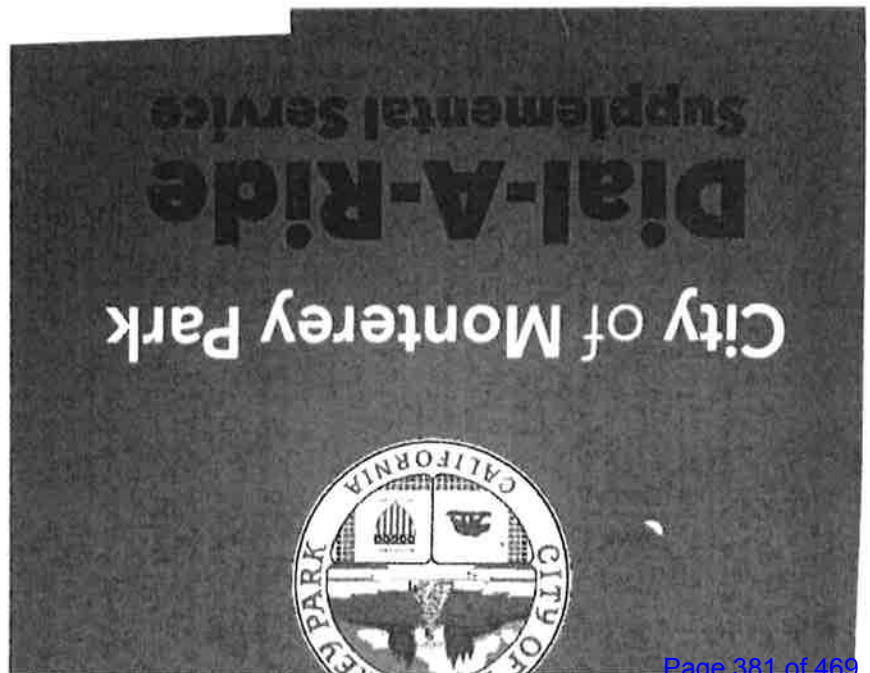
Karl H. Berger
Assistant City Attorney

ATTACHMENT:

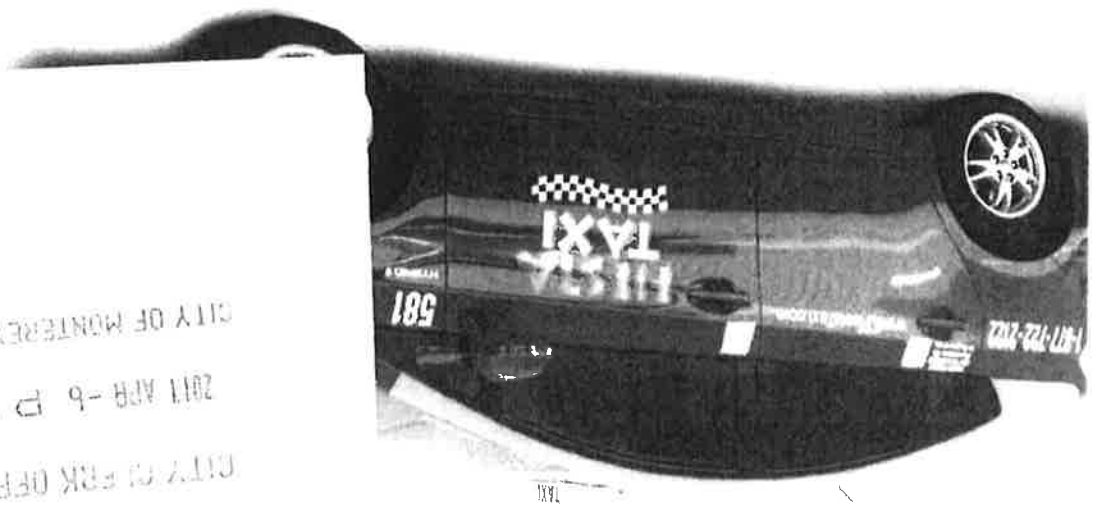
1. Fiesta Taxi Proposal

ATTACHMENT 1

Fiesta Taxi Proposal



CITY OF MONTEREY PARK
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CITY OF MONTEREY PARK



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1. Firm Contact Information

Attention:

City of Monterey Park
Director, Recreation & Community Services Department
Attn: Dan Costley
320 West Newmark Avenue
Monterey Park, CA 91754

PROPOSAL FOR DIAL-A-RIDE SUPPLEMENTAL TRANSPORTATION SERVICES

Firm Name: Fiesta Taxi Cooperative, Inc.
Address: 2129 West Rosecrans Avenue
Gardena, CA 90249
Contact: Marco A. Soto
Title: Vice President of Public Affairs and Sales
Phone: (310) 851-5050 Fax: (310) 851-5033
Email:msoto@layellowcab.com

2. Statement of Interest and Qualifications

Fiesta Taxi Cooperative, Inc. proposes to continue operating an innovative and cost effective Demand-Response taxicab-based Dial-A-Ride program that will maximize the level of service to the City of Monterey Park's senior and disabled residents.

Our proposal includes providing the City of Monterey Park with 15 accessible wheelchair vans for the Dial-A-Ride program. The accessible taxicabs will be a minivan modified to meet ADA standards for accessibility. It is the policy of ASC to subsidize the purchase and operating costs of dedicated wheelchair vans and to provide additional incentives as needed to drivers who service the passengers requiring wheelchair accessible transportation. The funds needed for these incentives are taken from the administrative fee.

With our GPS-based "Pebble in the Pond Dispatch", also known as "Closest Cab Dispatch", Dial-A-Ride participants are assured the quickest possible service. The closest taxicab to the location will be quickly dispatched to the pick-up address after the order is placed. In cities with Dial-A-Ride programs similar to what we are proposing in Monterey Park, such as Lynwood and South Gate, vehicles are often at the pickup location within 15 minutes after the passenger placed the order.

Participants can trust that they will be serviced by a friendly and courteous driver who has undergone Department of Justice background checks and every year must pass a federally certified drug and alcohol exam, which includes prescreening, random screening, annual screening and suspicion based screening. Drivers must also go through extensive training by our trainer who is certified by the National Safety Council as Defensive Driving Course (DDC)-IV instructors.

In an effort to provide measures of accountability with real time data, we propose to utilize MJM Innovation's (MJM) EZTransport® swipe card system (Please see Attachment A). MJM's web-based tools for account management, reporting, and provider billing will be immediately available for City staff. **Each trip will be available for review as it occurs!**

The operating model we are proposing is based on a blueprint created by Fiesta Taxi's management for the phenomenally successful Long Beach Dial-A-Lift program. Long Beach's program has been recognized as a tremendous success and has been emulated by other cities including, Bell Gardens, Carson, Compton, Lomita, Lynwood, Montebello, Paramount, Pico Rivera, South Gate and Torrance.

Fiesta Taxi will be ready to operate the program on day one of the contract, as a turnkey operation.

Per the RFP language, the following proposal is valid for 180 days.

3. Project Understanding Description

Project Understanding:

Fiesta Taxi is the current provider of the Dial-A-Ride services for the City of Monterey Park. We have operated the contract since May of 2015. Fiesta Taxi can provide the service as described in the RFP.

Unique Approaches and Strengths:

Business License and Business in Surrounding Cities:

Fiesta Taxi Cooperative Inc. holds a current business license in the City of Monterey Park. Our cabs will be available for business on day one if the city awards us a contract. Fiesta Taxi is well familiarized with the city of Monterey Park and its neighboring cities. Fiesta conducts approximately 6,000 trips a month in Monterey Park and the surrounding cities of Alhambra, Pico Rivera, Montebello, and East Los Angeles.

Turnkey operation:

We currently operate the program and can continue working on the program with the voucher system and convert the program to a swipe card system over a 2 to 3 month period. Most importantly, our drivers are familiar with the program and know the satellite points and current fare structure.

MJM Swipe Card

Registration and Identification Information

With the use of our proposed fully-automated swipe card program, the City of Monterey Park will also be able to register and certify eligible users for the Dial-A-Ride program after the initial registration process. Fiesta Taxi will assign staff to sign up program participants for the swipe card. Each participant would receive a magnetic-strip swipe card issued by the city with the passenger's photo and produced by MJM Innovations, which would be used as the form of identification for the passengers. The drivers will request the swipe cards at the beginning and end of each trip to identify the eligible passengers.

Swipe-Card System (Included in Attachment A)

We propose to replace the existing paper coupon based Dial-A-Taxi program with a fully automated GPS-enabled swipe-card based program. This completely paperless program captures trip, passenger and vehicle data automatically in real time, reducing opportunities for fraud, cutting staff and management time, and making reporting simple.

MJ Management Service, LLC, (MJM Innovations, “MJM”) will assist Fiesta Taxi in automating the City of Monterey Park’s Dial-A-Ride program. In 2001, MJM developed EZ Transport® which has been used to manage millions of trips in aging and paratransit programs.

The EZTransport system consists of two components: the physical EZTransport card and the secure web application developed to manage the live trip data received from the vehicle’s mobile data terminal (MDT). EZTransport cards can be produced using the standard design, with the City’s name and logo, or custom designed to your specifications. We recommend the cards be personalized with each rider’s name and photograph for added controls.

The EZTransport cards are swiped at the beginning and end of each trip. Participant, time of trip, date of trip, GPS location of pick-up, drop-off and fare are just some of the live trip information that is instantly sent to the web application. In addition, the system captures most of the data necessary for the National Transit Database (NTD) reporting.

Web-based tools for account management, reporting, auditing, and provider billing will be at the fingertips of Monterey Park’s staff. Monterey Park staff will no longer have to wait for program information to be submitted. Each trip is available for review as it occurs.

Some of the benefits of implementing the EZTransport system include:

- Electronically track and capture “live” trip information
- Elimination of vouchers and coupons which minimize opportunities for program misuse
- Reduce fare collection to a simple card swipe
- Securely manage program information online
- Capture most of the NTD reporting data
- Saves the city money in staff time and printing

Fiesta Taxi and its sister companies have implemented the fully automated, GPS-enabled, swipe-card based EZTransport program in the following municipalities where we operate programs similar to the Monterey Park Dial-A-Ride program:

- | | | |
|----------------|-----------------|----------------|
| • Artesia | • Monterey Park | • Norwalk |
| • Bell | • Lomita | • Palos Verdes |
| • Bell Gardens | • Long Beach | • Paramount |
| • Carson | • Lynwood | • Pico Rivera |
| • Cudahy | • Montebello | • South Gate |

CTS Link

Fiesta Taxi has used the services of CTS Link for dispatch assistance with riders needing a Mandarin speaker. The service will be used for Mandarin and Cantonese. The cost of this service is included in our price proposal. Our dispatch center offers English, Korean, and Spanish order-takers. Fiesta Taxi has fully covered the costs of these services during the pilot program period.

4. Firm's Abilities, Expertise and Qualifications

Qualifications of Fiesta Taxi

Firm's Background and Qualifications

Fiesta Taxi Cooperative, Inc. ("Fiesta Taxi") is a member of Administrative Services Cooperative, Inc. (ASC), which includes Los Angeles Yellow Cab, Long Beach Yellow Cab, South Bay Yellow Cab, and United Checker Cab. Fiesta Taxi combined with ASC and its member fleets is the largest taxicab operation in the Western United States with approximately 1,260 vehicles serving most of Los Angeles County.

Fiesta Taxi is a cooperative corporation, organized under the California Consumer Cooperative Law. Fiesta Taxi is owned by 46 shareholders, many of whom are first-generation immigrants to the United States, and each of whom owns not only at least one share in the company, but also the taxicabs associated with those shares. Fiesta Taxi is democratic, with a directly elected Board of Directors. Fiesta Taxi's owners and drivers share a commitment to building the company based on quality service. In many ways, Fiesta Taxi is the embodiment of the American dream.

Fiesta Taxi began in 1996 to service the growing Latino and Spanish-speaking population in the southeast communities of Los Angeles County. Fiesta Taxi has since grown into the largest operating taxi company servicing these areas. Due to its reliable service, Fiesta Taxi operates numerous municipal Dial-A-Ride programs for seniors and disabled residents. Throughout its existence, Fiesta Taxi has been honored with numerous accolades for its continued commitment and dedication to the communities it serves, including resolutions from the Federal, State and local governments.

Fiesta Taxi and its management team bring to this program an unmatched history of success and innovation in taxicab-based paratransit.

Dating back to the 1970's, when United Checker Cab served as the pilot program for the current \$10 million a year Los Angeles CityRide program, to the early 1980's, when United Checker Cab and South Bay Yellow Cab began taxi-based Dial-A-Ride programs across the South Bay, to 1992, when LA Taxi's own Operation Food Basket eventually turned into the County's Immediate Needs program, we have been at the forefront of providing quality Dial-A-Ride services at a low cost per passenger. Today, Fiesta operates fully automated, GPS-based swipe card Dial-A-Ride programs in 14 cities. Fiesta's sister fleets in ASC operate swipe-card-based Dial-A-Ride programs in the City of Los Angeles, Lomita, Carson, Palos Verdes, Torrance and paper coupon based programs in Manhattan Beach, Hermosa Beach, Long Beach and Signal Hill.

The passenger experience with taxicab based Dial-A-Ride is superior, while the City pays the lowest possible cost.

Fiesta and its sister fleets are the only taxicab operators with a currently functional paperless solution that dramatically increases the City's control over its program, including the ability to audit true data gathered in real time. Opportunities for fraud and misuse are minimized.

We refer you to, literally, the rest of this proposal, from our driver recruiting and training process, to our vehicle maintenance process, to our management and call center, because all of these areas demonstrate the clear superiority of the Fiesta Taxi team in Dial-A-Ride programs.

No other company to claim to serve nearly 1/4 of the Dial-A-Ride programs in the County of Los Angeles with an excellent record of service.

Dial-A-Ride Experience/Major Projects/Past Projects

Fiesta Taxi is highly experienced in providing Dial-A-Ride transportation services. In the areas served by Fiesta Taxi, ten of the cities, have opted for a taxi-based Dial-A-Ride transportation, with swipe cards, for their resident's needs. The cities can be assured that they will be provided with high-quality service with the latest technological advances. The following is a list of cities that use Fiesta Taxi for all or a portion of their Dial-A-Ride program: Artesia, Bell, Bell Gardens, Compton, Cudahy, Lynwood, Montebello, Monterey Park, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, and South Gate.

In addition to the experience noted above for Fiesta Taxi, the sister companies in ASC and the ASC management team also operate similar programs in Carson, Hermosa Beach, Inglewood, Lomita, Long Beach, Los Angeles, Palos Verdes, Signal Hill, and Torrance.

Driver Qualifications

In order to ensure that we contract only with safe drivers to operate our taxicabs, our driver screening process ensures that no driver takes the wheel before his or her driving record from the Department of Motor Vehicles has been thoroughly reviewed by using a DMV H-6 or K-4 report. All drivers in all fleets have a valid California's driver's license of the appropriate class. No candidate whose driving privileges are on probation, no candidate with more than two points on his or her driving record in the last year or three points in the last five years, and no candidate with any of the following violations will be permitted to drive: (a) driving under the influence of alcohol or drugs appearing on the record; (b) driving with a suspended license; (c) reckless driving; or (d) other serious offense.

Drivers must also maintain a good driving record after they begin driving a taxicab. ASC's fleets are among the few taxicab operators that enroll every one of their drivers in the California Department of Motor Vehicles' Pull Notice Program, which provides immediate notification of any incidents that affect each driver's driving record. If a driver is involved in an accident or cited for a moving violation, the company learns of this fact regardless of whether the driver discloses it to us. This has enabled the company to identify drivers with poor driving records on an ongoing basis and take immediate corrective action.

Prior to beginning service with the Dial-A-Ride program, all drivers are subject to a criminal background check. The background checks include all types of motor vehicle, felony, misdemeanor arrests and convictions. Background checks comply with all applicable state and federal regulations. The background check is a Livescan fingerprint based check conducted by a law enforcement agency and includes a California Department of Justice check. All background checks will be performed at a minimum of once every two years and all documentation will be available to City of Monterey Park personnel upon request.

After this screening, as discussed below and in other parts of the proposal, the driver is thoroughly trained on safety and company procedures.

All drivers are able to effectively communicate in English and are required to treat all passengers with kindness, courtesy and respect. ASC acknowledges that any drivers who are found not able to effectively communicate in English may be immediately removed from servicing the Dial-A-Ride program.

ASC also acknowledges that the city may require, at its own discretion, that any driver be removed from transporting Dial-A-Ride participants for excessive complaints, rudeness, or other inappropriate behavior or appearance.

Additionally, all ASC drivers must meet their peer-approved standards of dressing in a conservative and safe manner. ASC will provide the County of Los Angeles a copy of our company appearance policy. All drivers will maintain good hygiene and grooming standards.

Drug and Alcohol Testing

Fiesta Taxi complies with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 29); California Government Code Section 8350 *et seq.* (Drug-Free Workplace Act of 1990); California Vehicle Code Section 34520.5; and the U.S. Department of Transportation "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655). Since these rules are periodically revised and amended, Fiesta Taxi also revises and amends its policy accordingly to maintain compliance.

Drug and Alcohol Testing of Fiesta Taxi drivers are performed under a contract with Norton Medical or a similar professional, approved firm specializing in drug testing. Drivers are tested (1) prior to receiving permission to drive for the first time, (2) annually prior to their permit renewal, (3) when involved in an accident, (4) for cause when drug or alcohol use is suspected, and (5) randomly in accordance with federal guidelines.

The drugs that Fiesta Taxi currently tests for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen shall be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/NIS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR part 40.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device operated by a trained breath alcohol technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee or driver who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for eight hours unless a retest results in a measure of less than 0.02. An alcohol concentration of 0.04 will be considered a positive alcohol test and in violation of Fiesta Taxi policy.

An authorized independent clinic or laboratory conducts all tests and collection of samples. A strict Chain-of-Custody is enforced on all tests including the use of a Medical Review Officer before any results may be reported to the company. Tests are to be conducted within a specified amount of time from notification that a test is required. Any employee or driver that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

Fiesta Taxi agrees to produce any documentation necessary to establish its compliance with the above-mentioned statutes and permit any authorized representative of the city or any other governmental entity to inspect the facilities and records associated with our drug and alcohol testing program as required by statute.

Fiesta Taxi will submit quarterly drug and alcohol testing reports to the drug and alcohol consultant designated by the city of Monterey Park. Additionally, Fiesta Taxi will submit an annual report to the designated drug and alcohol consultant. Our policy is included in Attachment C.

Safety

Fiesta Taxi's standards concerning driver safety records are excellent. ASC's driver training program, through which all Fiesta Taxi drivers must pass, is conducted by trainers, all of whom have been certified by the National Safety Council as Defensive Driving Course (DDC)-IV instructors. As such, they have been certified to teach independent contractor drivers a complete course in defensive driving.

The following driver training program outlines provides an overview of the material covered when new drivers receive their initial training. Taxicab drivers must successfully complete the following:

- **Map Reading.** Drivers learn how to get from point to point using the Thomas Brothers Mapbook (which is integrated into Fiesta Taxi's computerized dispatch system). Drivers learn many points of interest, including hotels, places of entertainment and parks, and how to distinguish between streets of similar names. The instructor emphasizes skills in identifying alternate routes to and from a location, and identifying the most direct and fastest routes, and which routes to avoid depending on conditions.
- **Taxicab Rules and Regulations.** This class covers the rules of the various cities that the driver drives in. Among other rules, drivers learn to identify the boundaries of the areas in which they are authorized to provide taxicab service.
- **Computerized Dispatch System.** Drivers learn how to operate the Mobile Data Terminal in each taxicab.

- Company policies, procedures and paper processing, and Dial-A-Ride rules and regulations.
- Driver Safety and Traffic Accident Procedures, which is taught by NSC DDC-IV certified trainers.
- Unlawful/Sexual Harassment Training for Independent Contractors
- Customer Relations is taught by a member of our Marketing Department who explains how to treat customers and develop business.
- Sensitivity Training. The day ends with 2 hours of Sensitivity Training, discussed below.
- Behind the wheel training with an experienced driver.
- Dial-A-Ride Program Training. All drivers must complete comprehensive training on the various Dial-A-Ride programs rules on how to service different types of orders. The drivers must learn the hours of operation, types of payment and they receive a training manual for their records once they complete the course. A Dial-A-Ride attribute is given to drivers who complete this training.

Sensitivity Training Program

In addition to the above, all Fiesta Taxi drivers are required to attend the company's Sensitivity Training Program that deals with the issues that can arise when working with individuals with various disabilities and how they overcome the obstacles to mobility. The program teaches drivers exactly what type of assistance individuals may or may not need. It also addresses the feelings and frustrations commonly experienced by people with disabilities, and prepare the driver to deal with them. The training program is developed around two main topics:

- 1) Understanding The Capabilities and Needs of Special Passengers. This course is on videotape and is broken down into eight modules that are viewed individually. The modules include: a) Spinal cord injuries, strokes, and other mobility impairments; b) Mental retardation and autism; c) Vision impairments; d) Hearing impairments; e) Neuromuscular conditions; f) Epilepsy or seizure disorders; g) Alzheimer's disease; and h) Conditions related to aging.

When each module has been viewed, the drivers discuss what they have learned and any past experiences they may have had. This course also teaches the procedures to load and unload wheelchair passengers into and out of our vehicles, proper securement of wheelchairs using the 4 point tie-down system in vans, and how to use the vans' wheelchair ramp properly. The course also instructs the driver on techniques for assisting passengers using scooters, walkers, canes, and other mobility devices.

- 2) Communicating With People With Disabilities – This course is on videotape and discusses the different methods of communicating with people with disabilities. It

addresses the feelings and frustration people with disabilities experience in communicating with other individuals and how to effectively communicate with them.

The continuing education of employees and drivers is an important element at ASC. During our initial training program and throughout the on-going training process, special emphasis is placed on customer safety and customer satisfaction. Next to safety, the most important thing we do is ensure that the customer is totally satisfied with the service we provide.

Applicable retraining and refresher training for all personnel is an important element in our on-going training program. In-service and classroom training are provided through safety meetings. All drivers who have been involved in chargeable accidents must attend a four-hour Saturday defensive driving course and safety program.

ASC's Preventive Safety Program represents management's commitment to providing a safe and effective transportation system. This program provides a systematic review of the hazards involving vehicles, machinery, the environment, and people, and taking planned and enforced preventive action to avoid identifiable hazards. The overall safety program is condensed in this summary to provide an initial understanding of key programs and how they will apply to the service.

It is the responsibility of the Training Manager to oversee and implement the Safety Program by:

- Establishing and enforcing appropriate safety regulations, rules, orders, directives and emergency procedures for both on-going and temporary hazards as they occur;
- Monitoring transit and other industries' safety solutions to improve or enhance safety;
- Identifying causes of hazards or accidents through investigations, reviews, and analysis of accidents and hazards, for continual training material review and improvement; and,
- Acting upon findings to incorporate aggressive and effective hazard controls into the safety and training program.

The primary goal of the Safety Program is to reduce the frequency and severity of accidents by positive implementation of the program. Measurable safety improvement goals have been established and resources allocated to assure timely and cost effective accomplishment of these goals. Specific goals of the Preventive Safety Program are:

- i) Reduce accident frequency rates;
- i) Identify cause of accidents to eliminate or reduce repeat occurrences;
- ii) Establish controls to prevent catastrophic accidents, fires, or other high hazard conditions throughout the system;
- iii) Assure ready access to state-of-the-art technology to minimize injury potential to employees or others;
- iv) Determine the simplest and most effective solutions to accident prevention problems;

- v) Measure Preventive Safety Program results to best verify forecasts of annual cost savings as the program is conducted and as new safety measures/controls are made operative.

In addition, ASC employs a full-time chief accident investigator who promptly responds to accident scenes to ensure the safety of our drivers and passengers.

As a further example of our commitment to safety, we are the only taxicab company operating in the South East area that requires bulletproof safety shields to be installed between the front seat and the back seat. Given that taxicab drivers suffers from one of the highest homicide rates of any profession, it was important to ASC management to impose this rule for the safety of drivers.

The designated Safety Coordinator for the Dial-A-Taxi program is Margarita Valle, our Chief Accident Investigator. Ms. Valle will be available to report to the city safety issues and accident statistics as requested. He can be reached at (310) 715-1968.

Wheelchair Users

For ambulatory passengers, vehicle drivers will assist the passengers in transferring themselves from their wheelchairs to the vehicles, and then will stow the wheelchair for transport to the passenger's destination. For non-ambulatory passengers, vehicle drivers will assist the wheelchair user in boarding the vehicle safely, and then properly secure the wheelchair.

Companion or Group Travel

Program participants have the option of traveling with up to 4 passengers for the price of one. The drivers will enter the number of passengers in their Mobile Data Terminal at the beginning of each ride and will report registered care attendants separately from Dial-A-Ride participants. Disabled participants who are under 18 years of age must be accompanied by a registered adult.

Shared Rides

Fiesta Taxi will work with the City of Monterey Park to improve the shared ride usage for the Dial-A-Ride program.

We will conduct an educational campaign to let the users know the benefits of sharing rides. The shared rides will hopefully allow for more trips to be sold to participants who need the program, increase the shared trips reported to the NTD which in turn will translate to a larger refund that can be invested in transportation programs. We believe this can help reduce the cost per passenger trip.

One of the innovative ways to promote this program is to provide incentives to the program participants for sharing rides. We can have a contest where we reward the program participants

with the highest number of shared rides. We'll provide taxi scrip or a gift certificate for a local restaurant to make this contest fun. We can present the reward at the monthly senior meetings.

Service Animals

ASC's fleets are committed to providing the disabled community with exceptional customer service. We acknowledge our obligation to provide service to passengers with service animals, and we have made this obligation a part of our driver training program. We have periodically hired Steve and Cindy Flerman, of Los Angeles, a husband and wife who are both blind and use service animals, to train our drivers on handling passengers with service animals. In that regard, Fiesta Taxi will allow a service animal trained to work or perform tasks for persons with disabilities to travel with a Dial-A-Ride participant with disabilities. The Dial-A-Ride participant's ID card profile will indicate if a service animal is required.

Accident and Incident Reports

Fiesta Taxi Cooperative Inc. will require that all drivers complete an "Incident Report" if they opt to participate in the City of Monterey Park's Dial-A-Ride program. The reports will be submitted to the city within 48 hours of a reportable incident as defined by the city.

Equipment

Although, taxicabs are not regulated by the CHP, we will ask every taxicab owner who participates in the Monterey Park Dial-A-Ride program to submit their maintenance records to Fiesta Taxi to be kept in the vehicles permanent file. Fiesta Taxi has maintenance records for vehicles on our DocuWare system and most vehicles have maintenance records dating back as long as five years.

Each taxicab is a full-size four door sedan or minivan and is equipped with fully functioning air conditioning and heating, defrosters, speedometers, fuel gauges, flashers, lights, windshield washers/wipers, mirrors and seat belts. Each vehicle is also equipped with on-board radio and Mobile Data Terminal (MDT) for constant communication capability with dispatch. The seating capacity of these vehicles is a minimum of five passengers including the driver. We will require that all vehicles in the Dial-A-Ride program be equipped with a fire extinguisher.

Wheelchair-accessible vans comprise an important part of our fleet. Wheelchair-accessible vans are modified to meet ADA standards for accessibility and to provide our customers the best service possible. The vans have two four-point tie-down systems, as well as shoulder straps and lap belts fitted for use by passengers in wheelchairs. Each accessible van comes with rear air conditioning as well.

Each accessible minivan has several available configurations, including capacity for two wheelchairs and two ambulatory passengers or four ambulatory passengers. With a removable

front seat and no middle seat, the vans are very flexible and the passenger can choose where in the vehicle they want to ride.

For the passenger, there are three main advantages to these modified vans when compared to larger cutaway vans. First, the passenger trip is handled in the same way as other taxicab passengers – in a straight line from point of pick-up to point of drop-off. Thus the passenger's transportation time can be minimized. Second, minivans are much more comfortable and pleasant to ride in compared to cutaways. Third, the minivans are much easier, quicker and safer to enter and exit. Fourth, using these vans slashes the capital costs of the program, one of the reasons our prices are so much lower than traditional paratransit.

On the other hand, it is our experience that the operating costs of the wheelchair-accessible vans are much higher than the operating costs of a sedan used in taxi service. In addition the time it takes to load and unload a passenger using a wheelchair is greater than the time needed for an ambulatory passenger. However as our proposed fees are based on the meter, i.e., time and distance traveled, there is normally no additional compensation for the driver. Therefore, it is the policy of ASC to subsidize the operating costs of dedicated wheelchair-accessible vans and to provide additional incentives as needed to drivers who service the passengers requiring wheelchair-accessible vans. The funds needed for these incentives are taken from the administrative fee we are proposing.

All vehicles in service are required to be clean, free of dents, scratches or other damage which materially and adversely affect the vehicle's appearance. Vehicles are also free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in. Fully detailed maintenance records are available for inspection at any time.

Taxi Meters

With respect to the meters used in our fleets, Taxi Equipment Company Inc. ("TEC"), also located in ASC's facilities is a licensed device repair station with the State of California Department of Agriculture Division of Weights and Measures. TEC has three state-licensed repair technicians for taximeters. Vehicles are calibrated over a one-mile course on an electrical Dynamometer, which is tested and meets federal and state standards.

All meters maintained by TEC are sealed and in compliance with regulations promulgated by federal and state agencies. The seal, which is required by certain municipalities and governmental entities, ensures that the meter will show any evidence of tampering. If the seal has been broken, then the meter must have been opened. To our knowledge, using only licensed technicians and requiring that all meters are sealed, is not a universal practice within the taxicab industry. In addition, our policy is that all meters in use must be licensed with the Los Angeles County Department of Weights and Measures, and this also is not universally practiced within the industry.

TEC maintains the meters in the Fiesta Taxi cabs with security codes. The meters used are Centrodyne type taximeters. Whenever a vehicle's transmission, tires or differential is changed,

the maintenance shop is required to forward the vehicle to a technician for verification of the meter's accuracy.

Zapper-Proof Meters

As the co-inventors (with Centrodyne meters) of Zapper-Proof meters, Fiesta Taxi has had in place GPS checking of meter distance and fare mismatch since October 2006. This fully operational system has identified several vehicles with fast meters by way of weekly reports – all due to routine maintenance issues. Those vehicles are immediately inspected and the meters are immediately recalibrated for accuracy. To date, no zappers have ever been found in Fiesta Taxi's taxicabs.

Vehicle Information

The taxis have a green body and yellow top for the Fiesta Taxi brand or yellow body with black lettering for the 1-800-TAXICAB brand. Fiesta Taxi is written in yellow on the front doors on both sides of the taxicab. Taxis are numbered in the 500, 600 and 700 series for Fiesta Taxis and in the 800 series for the 1-800-TAXICAB vehicles. Our fleet includes full sized sedans, which can fit up to 4 passengers, vans which seat up to 6 passengers, full-size vans which seat up to 7 passengers and accessible ramp vans for non-ambulatory passengers in wheelchairs.

Fiesta Taxi Cooperative Inc. dba Fiesta Taxi/1-800-TAXICAB requires that vehicles are no older than nine years. This nine-year rule follows the Los Angeles Department of Transportation's (LADOT) requirements. All vehicles introduced in the Fiesta Taxi Cooperative, Inc. fleet in 2011 are 2007 or newer. The Operations Manager inspects the vehicles to make sure that the vehicles are in good working condition, and that they are clean and free of damage.

On the next page are photographs of typical vehicles that Fiesta Taxi/1-800-TAXICAB proposes to use as part of the Dial-A-Ride program:



Wheelchair Accessible Van



Regular Passenger Van

Vehicle Example with 1-800-TAXICAB Color Scheme



The Vehicle Maintenance Center

ASC has the largest, most extensive, and highest quality on-site maintenance facility of any cab operator in greater Los Angeles. The maintenance program is first-rate where safety at all levels is a primary concern, with particular effort devoted to preventive maintenance.

The Vehicle Maintenance Center (VMC) is operated by Citizen Automotive, Inc., one of the largest taxicab fleet maintenance companies in the Los Angeles area. Citizen Automotive, Inc.'s physical address is 2129 W. Rosecrans Avenue, Gardena, CA 90249. It is owned and operated by Lev Karasik who has over 30 years of experience in operating and maintaining commercial vehicles.

Maintenance management is aware that all facilities generate hazardous waste. The facility has a federal Environmental Protection Agency (EPA) waste generator number, which requires a waste manifest for hazardous and non-hazardous waste streams such as antifreeze, oil and related products, paint, tires and others. The company maintains licensed and regularly inspected on-site waste storage tanks.

The facility's paint booth has a permit for operation from the South Coast Air Quality Management District. Inspections have revealed no infractions.



VMC Paint Booth

The vehicle maintenance center (VMC) is located in two structures encompassing over 20,500 square feet, at ASC's Gardena operations facility. These structures house: four electronics bays and an electronics shop; twelve mechanical bays and a parts department; and eight paint and body shop bays. General equipment includes overhead lifts, floor jacks, transmission jacks, an air bumper jack, safety stands, and routine maintenance tools and safety gear.



Service Bay area with experienced Mechanics

The VMC is dedicated to maintaining the vehicles used to carry paying passengers in comfort and safety, with a minimum of downtime and a maximum of safety. The VMC is capable of ensuring that all vehicle maintenance systems and equipment necessary are well maintained and functioning at maximum efficiency.

Mechanical vehicle maintenance is supported by a 3,600 square foot parts department with top-of-the line inventory necessary to minimize downtime for all revenue vehicles.

The interior and exterior of all vehicles used to perform under this contract will continue to be clean, free of damage to the passenger compartment and to the exterior of the vehicle. The fully equipped body shop will ensure that the vehicles will meet the standards of this program with a minimum of downtime. The eight-bay body and paint shop has a South Coast Air Quality Management District ("SCAQMD") approved paint booth that complies with all air quality control rules, regulations, ordinances and statutes. The body shop has a staff of eight.

Adjacent to the VMC is a commercial grade car wash used in the daily cleaning of vehicles. There is also a commercial vacuum cleaner for vehicle interiors at the car wash. The system meets and complies with the Clean Water Act and all applicable water standards of the State of California.

Preventive and Routine Vehicle Maintenance Programs Including Problem Handling

The company recognizes the value of preventative maintenance as a means to ensure the utmost safety of the passengers carried and of our drivers, as well as recognizing that prevention is more cost effective than deferring maintenance.

Our current program is described in detail in the section below but we can adjust our program to meet the city standards. Routine maintenance is an essential part of the company's vehicle maintenance program and commitment and passenger and vehicle safety. Therefore, a comprehensive preventive maintenance program has been established that augments and enhances vehicle manufacturers' recommended service intervals. Each vehicle in the taxi fleet is tracked via computer for vehicle mileage and service requirements. The standards call for preventive maintenance to be performed every 5,000 miles (with a 500-mile window) which meets or exceeds manufacturer service intervals.

- Service performed every 5,000 miles includes brakes, routine oil and filter changes, filter cleaning, plus routine safety inspections and replacement if necessary of all belts, tires, batteries, windshield wipers, seat belts and exhaust systems.
- Additional services are performed at the manufacturer recommended intervals.

Dents or other body damage, squeaks and rattles on any vehicle are promptly repaired by the body shop. Likewise, any upholstery damage is repaired immediately. Smog inspections on all vehicles are performed in compliance with state and local laws. Additionally, all vehicles are available for City inspections upon demand.

Vehicles and equipment are cleaned regularly. Drivers are required to check the vehicle for fluids, safety lights, seat belts and overall roadworthiness at the beginning of each workday. If the driver notices any problems while he or she has the taxicab, the vehicle is removed from service and delivered to the maintenance department along with a Vehicle Repair Order detailing the problem(s). A visual inspection is performed on all exterior and interior lighting to verify that they are operational. The exterior and interior of the vehicle's windows are cleaned, the interior of the vehicle is vacuumed or swept out, and any debris is removed. Routine preventive maintenance takes place at regular intervals.

In addition to ASC's on-site maintenance, there are towing agreements with several local companies to ensure quick response times in the event of a breakdown or emergency involving a taxicab.

Vehicle Inspection Procedures Including Problem Handling

Without regulatory requirements, Fiesta Taxi has enacted and enforced rigorous vehicle condition standards that ensure that every customer will be transported in a clean, safe taxicab. The Fiesta Taxi's Board of Directors has enacted vehicle age limitations similar to those imposed by the City of Los Angeles on its franchised companies. Furthermore, road supervisors, Fiesta Taxi's operations and marketing staff, and Fiesta Taxi's President all actively inspect vehicles to make sure that they meet the standards of the company. If a vehicle is found to have safety-related defects, it is immediately removed from service until the defect is corrected. Otherwise, drivers inspect each vehicle daily by going through a checklist of mechanical and cosmetic areas.

We acknowledge that the city may at any time inspect, examine or test any equipment used in the performance of the Dial-A-Ride program in order to ensure compliance. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with Fiesta Taxi so that adequate back-up vehicles are provided in the case of vehicle inspections.

Insurance

Fiesta Taxi has attached their certificate of insurance in Attachment E. The limits for taxicab-based paratransit are typically between \$350,000 combined single-limit and \$1,000,000 combined single-limit. Our insurance policies are included in Attachment E.

Dispatch Process

Order Taking and Dispatch

Fiesta Taxi's orders are taken, entered and dispatched by Call Center Services, LLC (CCSI), located at 1141 W. Silicon Circle, Suite A, St. George, Utah 84770. CCSI operates a state-of-the-art call-taking and dispatch center for 16 different taxicab fleets in California, Ohio, Tennessee, North Carolina, Minnesota, Maryland, Texas, Iowa, Virginia and Florida. CCSI's operation was developed by Egor Shulman, the primary author of ASC's own TDS computerized dispatch program, explained in further detail below.



CCSI – Call Center facility at St. George, Utah

All of Fiesta Taxi's taxicab ordering telephone lines ring at CCSI. Calls are answered by a well-trained staff of 106 courteous and thorough Customer Service Agents (CSAs). CCSI also employs 18 supervisors and managers, and 30 dispatchers. CCSI averages about 15,000 telephone calls per day, including information calls, and dispatches about 9,000 orders per day.

CCSI's facility was designed with multiple redundancy to ensure a constant connection with ASC's TDS dispatch computers in Gardena. Data and voice transmissions are carried over a dedicated point-to-point T-1 line between the two facilities. This connection bypasses most of the Internet, including Los Angeles' One Wilshire building, the west coast hub of the Internet, meaning that occasional interruptions in the Internet are far less likely to result in communications failures between St. George and ASC's headquarters in Gardena. The facilities are also connected through a backup T-1 connection, provided through a separate vendor on an entirely separate backbone. An additional backup satellite connection provides a third level of security.

CCSI's Advanced Phone Switch

CCSI utilizes an advanced PC-based, Interactive Intelligence (ININ) phone switch. This switch automatically records all incoming calls, converting each to a .wav file that is easily located and listened to, without the need for additional software. The Automatic Call Distribution functions of the Interactive Intelligence switch are second to none, and allow full resume-based routing to calltakers based on call type, and the skill set necessary to handle that type of call. This allows more basic calls to be routed to newer calltakers, while more complicated calls, such as orders made for multiple trips by medical accounts, to be routed only to senior calltakers.

As a call center management tool, the Interactive Intelligence (ININ) switch offers many of the latest features, including real-time displays showing all necessary information related to calltaker status and calls in queue, as well as the ability for call center managers to listen in on calls, and to join them when necessary.

Call Taking and Order Entry Process

CCSI developed a new Windows-based interface as a front end to the TDS dispatch program. The Windows interface allows for the introduction of a number of technologies in the order-taking process that reduce both the time it takes to place an order and the incidence of errors.

The entire call taking process is an interview between the customer service agent (CSA) and the customer. In most cases, the questions are scripted for the CSA on the computer screen, with possible answers in drop-down menus. This enables answers to the scripted questions to be entered accurately and quickly with mere clicks of the mouse, and without the need for typing.

For major accounts such as Monterey Park Dial-A-Ride Taxi Service, CCSI makes extensive use of Flash technology to guide the CSA through the specific rules and restrictions on the account. These appear on pop-up windows when the account information is entered or when the phone switch recognizes that the customer is calling in on the dedicated Monterey Park Dial-A-Ride Transportation Services telephone line. Also, use of these Flash pop-ups makes executing program rules changes simple. Each workday, when the CSA logs in for the first time, if there has been any change to a program rule, or any new necessary training, the CSA must first pass through alerts before he or she takes the first order.

An overview of the order entry procedure is as follows:

1. The phone switch distributes the call to the correct CSA based on the phone line dialed and the qualifications of the CSA.
2. If the caller has placed an order before, the caller's caller ID prompts a screen pop of the previous order information without the need for the CSA to request the caller's phone number. The system also offers the CSA a drop-down menu with the last ten previous pickup addresses for the caller.
3. If the caller is placing an order for the first time, the CSA is guided through a series of questions to gather the necessary order information quickly and accurately.
4. Once the order is completed, the order information is instantly exported into ASC's TDS computers and dispatched to taxicabs by way of the GPS-based closest-cab bid system.

On the next page is an actual **Order Entry Screen** used to enter a trip request before the CSA begins entering an order. When a calltaker or Customer Service Agent (CSA) enters a caller's telephone number, if this telephone number is recognized, the customer's previous order information immediately appears on the screen. Pickup and drop off locations from previous

trips are displayed and may be changed or reversed in an instant. This information is often accurate for the current call.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 1

General Info
 Fleet: C Pit: 25 Client #: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party:

Pickup Address Info
 Due: Wednesday 11/30/05 Time: 03:48PM
 Phone #: Ext.:
 Loc ID: Street #: Apt/Unit:
 City: State: Zone #: X

Destination Address Info
 Appt: Time:
 Phone #: Ext.:
 Loc ID: Street #: Apt/Unit:
 City: State: Zone #: X

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip
 Person To See: POD Required
 # Escorts: Confirm Trip
 Original Due: Call #: 0
 Status: TDS #: 0
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00 Call Rate: \$0.00

HELLO, HOW CAN I HELP YOU.

F1=ANI F2=INFO F3= F4= F5=SEND F6=MSG SEND F7= F8=LKUP F9= F10=PREV. ADDR F11=PRICE F12=TOGGLE ESC=CANCEL

Ready Fleet: User ID: 1030

Picture Above illustrates an Order Entry Form

For a typical order, the following shot shows the final screen as the order is being entered. Notice, the script at the bottom for the CSA to alert the customer how many minutes it will be before the taxicab has arrived.

Trip Entry Mode: NON-INTERVIEW CALLBACK# CALLS ON HOLD: 0

General Info

Fleet: **S** Pn: **25** Client #: _____ Trip Type: **P-PASS**
 Pass: _____ Name (First Last): **JANE DOE** Resp Party: **P-PASSEN**

Pickup Address Info

Due: **Wednesday 10/08/08** Time: **07:23AM**
 Phone #: **3107830321** Ext.: _____
 Loc ID: **3107830321** **TORRANCE CITY HALL**
 Street #: **8031** Apt/Unit: _____
 Street: **TORRANCE BLVD**
 City: **TORRANCE** State: **CA**
 Zone #: **692** **1 CABS** **TORR./HAWTHOR**
TORRANCE CITY HALL
LOS ANGELES COUNTY

Destination Address Info

Appt: _____ Time: _____
 Phone #: _____ Ext.: _____
 Loc ID: _____
 Street #: _____ Apt/Unit: _____
 Street: _____
 City: _____ State: _____
 Zone #: _____

Comments

XX MAPLE AVE PASSENGER AT MAIN ENTRANCE

Map

We should be there in 10 To 15 Minutes.
 (Interview Complete. Press <F5> to save call information.)

Miscellaneous Info

Requested By: _____ ☐ VIP Trip
 Person To See: _____ ☐ POD Required
 # Escorts: _____ ☐ Confirm Trip
 Original Due: _____ Call #: _____ 0
 Status: _____ TDS #: _____ 0
 Entered Date: _____ Entered By: _____
 Confirmed at: _____ by: _____

Pricing

Miles: **0** Driving Time: _____
 Est Fare: **\$0.00** Call Rate: **\$0.00**

MULT CABS

Ready ALT F1* F2* F3* F4* F5* F6* F7* F8* F9* F10* F11* F12* ESC=CANCEL Fleet: User ID: 1099

CCSI's ordertaking system contains hundreds of features that facilitate easy and accurate ordertaking. While these features are too numerous to mention here, a couple of them are worth noting.

First, CCSI's system recognizes bad addresses. After 27 years of taking orders, our geo-database is extremely accurate.

The following screen shot shows the point in the CSA interview at which the system recognized that the address was incorrect. Words in red on the lower right tell the CSA that there is a problem that needs correcting.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 0

General Info
 Fleet: C Pri: 25 Client #: _____ Trip Type: P-PASS
 Pass: _____ Name (First Last): _____ Resp Party: _____

Pickup Address Info
 Due: Wednesday 11/30/05 Time: 04:21PM
 Phone #: _____ Ext.: _____
 Loc ID: _____
 Street #: 200 Apt/Unit: _____
 Street: 1ST ST
 City: LONG BEACH LB State: CA
 Zone #: 753 SZ~WILLOW CORRIDOR

Destination Address Info
 Appt: _____ Time: _____
 Phone #: _____ Ext.: _____
 Loc ID: _____
 Street #: _____ Apt/Unit: _____
 Street: _____
 City: _____ State: _____
 Zone #: _____

Comments

Client Specific Fields

Miscellaneous Info
 Requested By: _____ ☐ VIP Trip
 Person To See: _____ ☐ POD Required
 # Escorts: _____ ☐ Confirm Trip
 Original Due: _____ Call #: _____ 0
 Status: _____ TDS #: _____
 Entered Date: _____ Entered By: _____
 Confirmed at: _____ by: _____

Pricing
 Miles: _____
 Est Fare: \$0.00

WHAT IS THE PICKUP ADDRESS?

#	Street #	Street Name	City	State	Zip Code
0	200	1ST ST	SEAL BEACH	CA	90740
1	200	W 1ST ST	LOS ANGELES	CA	90012
2	200	E 1ST ST	LONG BEACH	CA	90802
3	200	W 1ST ST	SAN PEDRO	CA	90731
4	200	E 1ST ST	LOS ANGELES	CA	90012
5	200	STATE HIGHWAY 1	WILMINGTON	CA	90744
6	200	STATE HIGHWAY 1	SEAL BEACH	CA	90740
7	200	STATE HIGHWAY 1	LONG BEACH	CA	90806
8	800	1ST ST	LONG BEACH	CA	90802

Address Not Found Possible Matches are shown above.

Ready F1=AB F2=UNDO F3= F4= F5=SEND F6=SEND F7= F8=LUP F9= F10=PREV.ADDR F11=PRICE F12=TOGGLE ESC=CANCEL Fleet: User ID: 1030

Second, CCSI's dispatch system has a huge database of landmarks and businesses that allow customers to order taxicabs without knowing the exact street address.

The screen shots below show what happens when a customer reports that he or she is at a Vons Supermarket.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 0

General Info
 Fleet: C P: 25 Client ID: Trip Type: P-PASS
 Pass: Name: Resp Party: P-PASS

Pickup Address Info
 Date: Thursday 12/01/05 Time: Phone ID: Ext: Phone ID: Ext:
 Loc ID: VONS Loc ID: Street ID: Apt/Unit: Street: Apt/Unit:
 Street: City: State: City: State:
 Zone ID: Zone ID:

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip
 Person To See: POD Required
 # Escorts: Confirm Trip
 Original Due: Call It: 0
 Status: TDS #: 0
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00 Call Rate: \$0.00

IS THIS A RESIDENCE OR A BUSINESS?

Ready F1=ANI F2=INFO F3= F4= F5=SEND F6=MSG SEND F7= F8=LKUP F9= F10=PREV ADDR F11=PRICE F12=TOGGLE ESC=CANCEL Fleet: User ID: 1030

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 1

General Info
 Fleet: C P: 25 Client ID: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party: P-PASS

Pickup Address Info
 Date: Wednesday 11/20/05 Time: 04:33PM Phone ID: Ext: Phone ID: Ext:
 Loc ID: VONS Loc ID: Street ID: Apt/Unit: Street: Apt/Unit:
 Street: City: State: City: State:
 Zone ID: Zone ID:

Destination Address Info
 App: Time: Phone ID: Ext: Phone ID: Ext:
 Loc ID: Street ID: Apt/Unit: Street: Apt/Unit:
 City: State: City: State:
 Zone ID: Zone ID:

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip
 Person To See: POD Required
 # Escorts: Confirm Trip
 Original Due: Call It: 0
 Status: TDS #: 0
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00 Call Rate: \$0.00

IS THIS A RESIDENCE OR A BUSINESS?

Ready F1=ANI F2=INFO F3= F4= F5=SEND F6=MSG SEND F7= F8=LKUP F9= F10=PREV ADDR F11=PRICE F12=TOGGLE ESC=CANCEL Fleet: User ID: 1030

Line	Phone ID	Name	Address	City
1	714022939	VONS	5600 E SANTA ANA CANYON RD	ANAHEIM
2	714535288	VONS	130 W LINCOLN	ANAHEIM
3	949548891	VONS	185 E 17TH ST	COSTA MES
4	7147514270	VONS	2701 HARBOR BLVD	COSTA MES
5	7145562395	VONS	2701 HARBOR BLVD	COSTA MES
6	714572270	VONS	3852 CHAPMAN AVE	GARDEN G
7	7147503653	VONS	12861 W CHAPMAN AVE	GARDEN G
8	7149604747	VONS	8891 ATLANTA AVE	HUNTINGT
9	7149604747	VONS	8891 ATLANTA AVE	HUNTINGT

Third, CCSI's dispatch system is designed to empower CSAs to answer passenger questions quickly, without the need to put the customer on hold. One example happens where a customer calls back to find out where their cab is. The system already recognizes the customer's caller ID and prompts the CSA to ask if they are calling about their existing order and would they like an ETA. The CSA is automatically provided with a map, showing where the assigned cab is in relation to the pickup address, a list of the events, so that the CSA can see what time the order was accepted by the taxicab, and an estimate of the ETA.

The following two screen shots show what the ordertaker sees in this situation.

General Info

Fleet: 8 Pn: 20 Client #: GRADA CHRISTENSON Trip Task: P-PASS Request: P-PASS

Pickup Address Info

Due: Thursday 12/01/05 Time: 05:00AM

Phone #: 9496541062 Ext.: Loc ID: 9496541062 WOODBRIDGE COVE

Street #: 8 Apt/Unit: Street: HARBORCREST

City: IRVINE State: CA Zone #: 530 IRVINE SOUTH

Destination Address Info

Appt: Phone #: 714 Ext.: Time: Loc ID: 18601 Apt/Unit: Street: AIRPORT WAY

City: SANTA ANA State: CA Zone #: 460 SANTA ANA SOUTHWEST

Comments

GATE OFF SEAGATE KEY KEY 9663 FOR GATE CODE

Press the F1 key to get

Miscellaneous Info

Requested By: Person To See: R Escorts: Original Due: 12/01/05 05:00AM Call #: 631286

Status: ASSIGNED TDS #: 96523 Entered Date: 11/30/05 05:21PM Entered By: 1026

Pricing

Miles: 0.00 Est Fare: 0.00 Call Rate: 0.00

Ready F1=BACK F2=INFO F3= F4=UPDATE F5=SEND F6=MSG SEND F7=DETAIL F8= F9= F10=EVENTS F11=PREV ADDR F12=PRICE F13=TOGGLE F14=CANCEL



TDS - Trip# 96523

Date/Time	Fleet	Event Description	Status	Info1-4	VehId	Driver	User
12/01 04:47:34	C	V Loc Poll	Success	+0,lon=-117818000,lat=33682600,0	600	184	0
12/01 04:40:37	C	SV CabAssign	Success	znB=530,+0,+0,+0	600	184	0
12/01 04:40:37	C	V Arrive	Success	znB=0,znC=0,znD=0,znE=0	600	184	0
12/01 04:40:37	C	SV PTP Arrived	Success	0,rand=0,wind=10784,wind=1133437394	600	184	0
12/01 04:40:37	C	SV PTP Bid CL	Success	lon=-1177966155,lat=33678669,znB=530,znC=6	0	0	0
12/01 04:40:23	C	V Bid	Success	dist=19800,lon=-117960900,lat=33679100,+0	679	615	0
12/01 04:40:18	C	V Bid	Success	dist=13200,lon=-117832600,lat=33684400,+0	600	184	0
12/01 04:40:12	C	SV PTP Bid CL	Success	lon=-1177966155,lat=33678669,znB=530,znC=0	0	0	0
11/30 17:21:02	C	UL Call Entry	Success	dued=-1139442000,duem=600,+0,+0	0	0	1026

Multiple Event Time Settings

From Time: 00:00 To Time: 00:00

MAP IT

Map Multiple Events

As can be seen from the above description, our system has a number of built-in safeguard features for handling calls that represent significant benefits, including:

- The immediate dispatch notification of a potential problem or delay with a trip;
- Creation of full records for immediate and future review by management;
- The ability to immediately recapture and recreate a trip history in the event of an inquiry, complaint or need of verification;
- The capability of filing advanced reservations into a pending call file and automatically recalling those trips and dispatching them at pre-determined times;
- Automatically flagging of potential problems and alerting dispatch to a potential problem before it becomes an inconvenience to a customer.

Dispatch Process

After the order is entered, it gets to the taxicab and the driver via Fiesta Taxi's proprietary TDS dispatch system. TDS is a Windows-based dispatching application created by National Taxicab Service (NTS). This application has proven itself reliable and resilient over its many years of 24-hour daily operation. This particular system has been extensively customized by one of the original programmers who is to this day contracted by ASC.

TDS automatically dispatches more than 90% of all orders without further human intervention after the order is entered. Once entered, the pick-up address is tagged with latitude and longitude coordinates. Drivers seeking orders indicate so in their taxicabs. Vehicles are equipped with tablets that serve as Mobile Data Terminals, and Global Positioning Satellite systems. Based on the vehicle's distance from the pick-up address, the driver is offered several nearby calls to choose from by bidding. When the bid window closes, all bids received from drivers are tabulated for distance from the pick-up address and the amount of time the driver has been waiting since his or her last trip. The trip is awarded to the taxicab that is closest to the order, with some extra distance credit given to drivers who have been waiting a long time for an order. This process is completed within seconds of the order entry.

This efficient, speedy method of dispatching has enabled dispatchers to focus exclusively on the less than 10% of orders that are not matched to vehicles automatically. These orders are called "exceptions," and customers who might require special considerations are accommodated as a priority. The task of handling those calls that are not routine in nature is made easier by dispatch "exception" screens that are intuitive in their operation.

The following illustration is a reproduction of an actual **Exception Screen**, which constantly displays all trip requests that require human intervention. This screen is kept current by the system and allows the dispatcher to quickly resolve these trips.

No.	FI	Exc Type	Trip Status	Proj	Pst	Veh	Zone	City	Pickup Address	Passenger	Description	Sent #	Call #	Date/Time
1	E	ETA	ASSIGNED	132100	575	280	LAC	3800 E 1 ST	ZARAGOZA, MAN	ETA 4 MINUTES		9700	791632	2008/10/09 12:08P
2	E	Late Pic	ASSIGNED	132100	737	225	LPT	17011 WING LN	BRITTANY, MICHA	Late Pickup		9390	787759	2008/10/09 12:09P
3	E	Late Pic	ASSIGNED	132100	549	190	SG	9552 CALIFORNIA	OCHOA, ANTONIO	Late Pickup		SGDAR	790948	2008/10/09 12:10P
4	S	Late Pic	ASSIGNED	132100	3007	622	MAN	1817 N SEPULVED	BARRETT	Late Pickup		791701	791701	2008/10/09 12:07P
5	S	Late Pic	ASSIGNED	132100	341	623	HAW	14650 AVIATION BL	MRS, FLOREZ	Late Pickup		791712	791712	2008/10/09 12:10P
6	S	System	ASSIGNED	132100	347	672	RED	807 S CATALINA A	PHIL	I NEED CALL OUT PLEASE		791716	791716	2008/10/09 12:10P

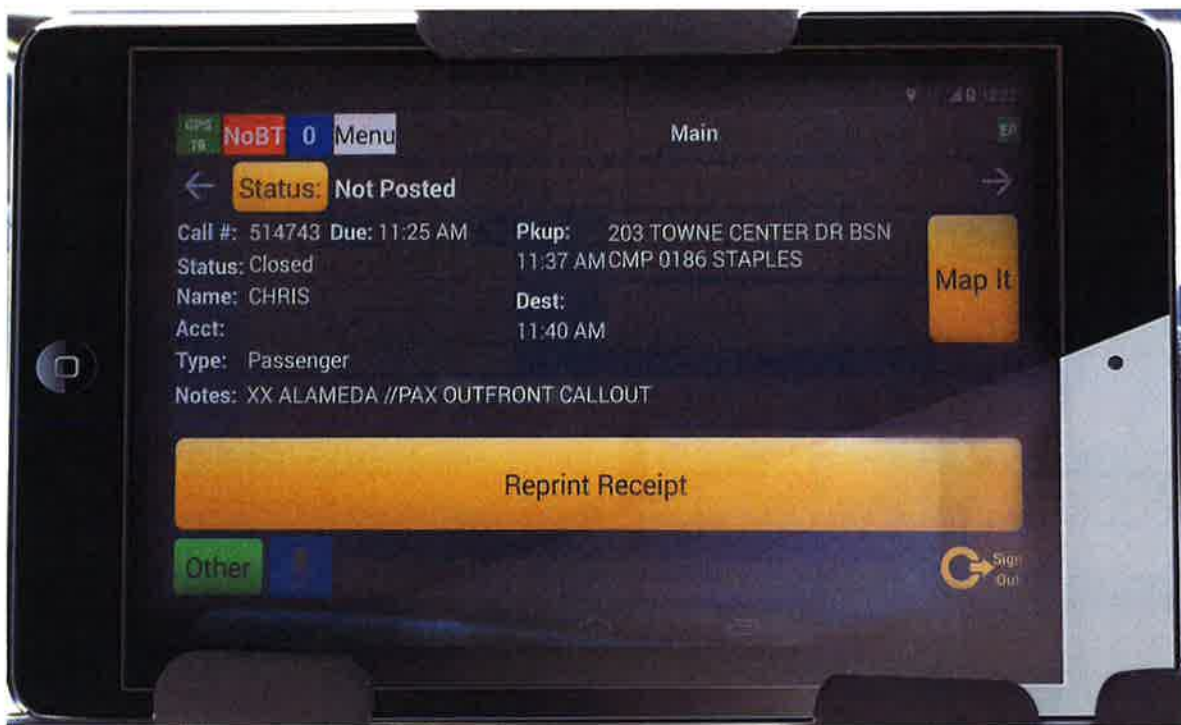
Exception Screen

Dispatch Technical Details

Radio frequency communication is achieved through an Ethernet network to a custom-built Remote Network Controller Extension (RNCe) and a pair of redundant Internet Protocol Network Controllers (IPNC) supplied by IPMobileNet, Inc.

These units are connected by both land line and microwave circuits to base stations at several sites in Los Angeles and Orange counties, making it one of the most extensive radio coverage “umbrellas” in the nation. These sites include Mt. Lukens, Signal Hill, Pleasants Peak, Mossbank, and Oat Mountain. These base stations provide full-time wireless connection to our vehicles throughout our contract areas.

Vehicles operating under this agreement feature Google Nexus 7 Tablets that run on the Android Operating System. The application, including the graphical user interface, has been designed from scratch by TDS. The new Google Tablets, pictured on the next page:



These features allow us to custom-program these tablets to accommodate upgrades and new features. The tablet color screen displays only those forms and control buttons that are relevant at the time of use. For example, when a taxi is in route to a dispatched pickup location, only the necessary functions ("soft buttons") and display data are on screen. As the trip enters a new aspect, the soft buttons and display elements change appropriately. In addition, each screen features large, colorful buttons to reduce distracted driving dangers.

All tablets are equipped with a magnetic strip card reader that allows each vehicle to accept credit cards and other paperless payment technologies. South Bay Yellow Cab and United Checker Cab accept Visa, MasterCard, American Express, Discover and the swipe cards issued by MJM.

Dispatch Data Storage

Each of the features we've described, along with hundreds of others, becomes a permanent part of every order entered into the system. This information can be accessed within 24 hours and used for a number of analytical, reporting and management evaluations.

As previously mentioned, TDS records, timestamps, and saves all information and events generated during the course of a call. All information entered into the system, everything a driver does, and every response to every event or occurrence is captured on logs maintained in the dispatch system. This internal database has three major functions:

- It serves as the core of the dispatch system; data from various tables are joined and drawn together to automatically dispatch calls, and provides information to operators on a real-time basis.
- Call information and history is retained in separate database tables for 24 hours in an “online” state. Operators may query these tables for pending and day-old calls, vehicle and driver status, and a number of other timely points. Vehicle, driver, operational, and client information is always available and can be updated by management personnel at any time.

Finally, every morning just after midnight, the TDS database prepares a number of export files which are sent to other servers which provide storage, analysis, lookup and reporting functions. Instant information about past calls is available at every Windows workstation throughout the company via a 4GL-based form which permits office personnel to extract and print call information at their desks. In addition, all call and system information from TDS is imported into our data warehouse.

Dedicated Telephone Number

The passengers will be calling the existing toll-free dedicated phone line to request service for the City of Monterey Park’s Dial-A-Ride program. The phone number will be included in the back of each swipe card. The customer service agents will make sure that the trips that are booked through this phone line meet the City’s program rules.

When the passenger is picked up, he or she must present their swipe card to the driver to proceed with the trip.

The City of Monterey Park will not be held responsible for trips that do not meet the program criteria.

Calling for a Ride

The passenger will receive a greeting stating, “Thank you for calling the City of Monterey Park’s Dial-A-Ride Program...” when they call the toll-free number to book their trip. The customer service agent will ask the passenger for his or her card number. The trip will be dispatched to a driver and each ride will have its own trip number which we can use to track the trip for the passenger. Our dispatch department has the capability of looking up a trip with either, the passenger’s name, phone number, address, card number, trip number, cab number or time of day amongst other data. Passengers can be assured that we will be able to track their trips fairly easily with our computerized dispatch equipment in the event they need to research their rides.

Lead Time in Calling for a Taxi

Riders can call in for same day service. We respectfully request that passengers in need of wheelchair-accessible vans, call the day before so we can route a cab to their pick and drop off locations within the 10 minute response window.

Response Time

Fiesta Taxi Cooperative, Inc. will have sufficient staffing levels to ensure rapid and accurate response to phone calls twenty-four (24) hours a day, seven (7) days a week. Fiesta Taxi Cooperative, Inc. will submit to City staff on an on-going basis whenever there is an update with the staff responsible for taking reservations. Information includes first and last names, employee numbers, phone logins, hire date, training dates, and termination dates.

Fiesta Taxi's initial hold time for reservations calls is a median wait time of two (2) seconds and the average initial hold time for reservations calls are an average of fourteen (14) seconds.

For orders for immediate service, the dispatch department will inform the passenger that a vehicle will arrive to service their call within the ten minute response window. Fiesta Taxi will keep the service statistics with response times for the Dial-A-Ride program.

Fiesta Taxi requests that passengers requesting an ADA accessible van call 24 hours in advance to secure on-time, within the 30 minute window, service for their trip. Fiesta Taxi will accept same-day orders for ADA accessible vans, but the response time may be longer than thirty minutes.

Customer Service Attendants (CSA) will answer simple information requests or transfer callers to supervisors if they are unable to answer questions. CSAs will provide courteous professional service to all callers. CSAs will also provide other services as directed by their supervisors to comply with contractual obligations. CSAs will meet all training requirements as set forth in the RFP, and all training records will be kept up to date and housed at the dispatch facility for immediate inspection by City of Downey personnel upon request.

Pick-Up and Drop-Off Standards

Fiesta Taxi will offer curb-to-curb services for senior citizens and portal-to-portal service for disabled passengers. In instances where participants cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the vehicle operator will pull into the driveway to pick them up. If the vehicle arrives prior to the start of the pick-up window, the "dwell time" will not begin until the start of the pick-up window. The dwell time may be extended where, five (5) minutes after the beginning of the arrival window, a customer is within the eyesight of the vehicle operator and is clearly making his or her way to the vehicle. The time will be extended to allow the participant time to complete boarding of the vehicle.

Reservation Scheduling

Fiesta Taxi will accept reservations twenty-four (24) hours a day, seven (7) days a week. Participants will have the option of scheduling their Dial-A-Ride strip request as early as two (2) weeks in advance.

Fiesta Taxi's dispatch department will confirm the City of Monterey Park's Dial-A-Ride passenger's identity as a registered participant. Fiesta Taxi will request the participant's name,

Dial-A-Ride ID number, exact pick-up address, destination location, and number of passengers in the party. Fiesta Taxi will provide participants a reservation confirmation number.

The call-taker will ask all Dial-A-Ride participants if special accommodations are needed. Non-ambulatory participants will be provided a wheelchair-accessible van.

Reservation Cancellation

Fiesta Taxi will allow participants to cancel reservations for a scheduled pick up. Fiesta Taxi will log all canceled reservations and provide the log to the City of Monterey Park if requested.

Subscription Service

Monterey Park Dial-A-Ride passengers will have the option of scheduling a standing pick-up time for the same hour daily or weekly. The dispatch department will be in charge of scheduling the trips and will keep a log of all the subscription service trips.

Aides For the Seniors/Disabled

For ambulatory passengers, vehicle drivers will assist the passengers in transferring themselves from their wheelchairs to the vehicles, and then will stow the wheelchair for transport to the passenger's destination. For non-ambulatory passengers, vehicle drivers will assist the wheelchair user in boarding the vehicle safely, and then properly secure the wheelchair.

Guest

Program participants have the option of taking a single guest or if the city permits, up to 4 passengers for the price of one. The drivers will enter the number of passengers in their Mobile Data Terminal at the beginning of each ride and will report registered care attendants separately from Dial-A-Ride participants. Disabled participants who are under 18 years of age must be accompanied by a registered adult.

Service Animals

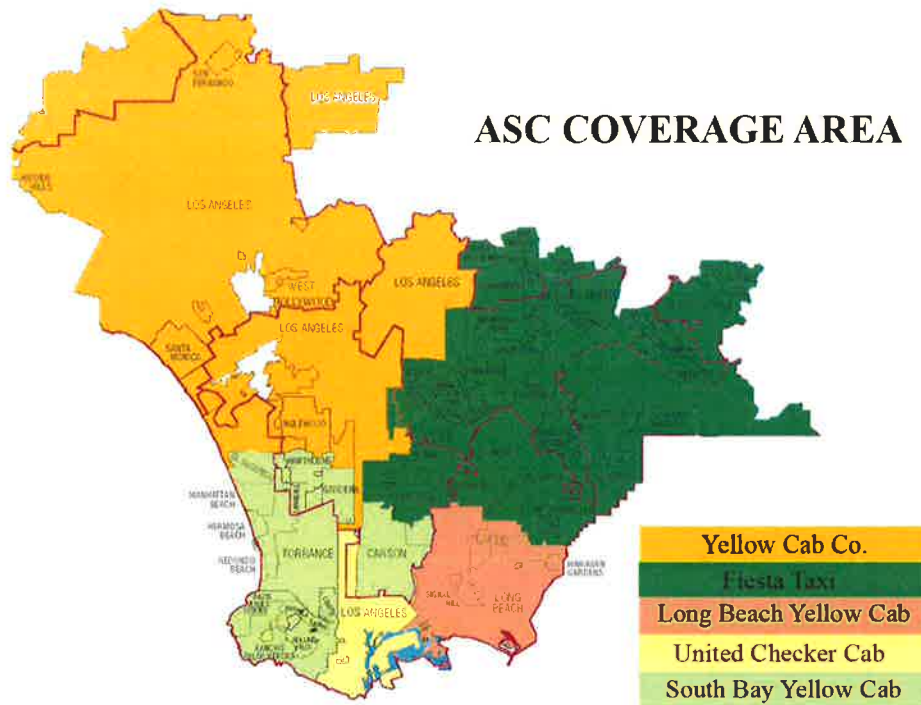
ASC's fleets are committed to providing the disabled community with exceptional customer service. We acknowledge our obligation to provide service to passengers with service animals, and we have made this obligation a part of our driver training program. We have periodically hired Steve and Cindy Flerman, of Los Angeles, a husband and wife who are both blind and use service animals, to train our drivers on handling passengers with service animals. In that regard, Fiesta Taxi Cooperative, Inc. will allow a service animal trained to work or perform tasks for persons with disabilities to travel with a Dial-A-Ride participant with disabilities. The Dial-A-Ride participant's ID card will indicate if a service animal is required.

Service Area

Eligible city residents may travel to any address within the boundaries of the City of Monterey Park. In addition, they may be picked up from or transported to:

- a. Designated satellite facilities as authorized by the City.
- b. Medical appointments if the origin or destination is within two miles of the City limits. The city requires a return reservation at the time of appointment for known location of transport outside city limits and within two miles of City of Monterey Park's borders.

Together with our sister fleets, Fiesta Taxi is the largest taxicab operator serving the majority of the County of Los Angeles.



Fares

Taxi-based Dial-A-Ride programs tend to be very popular with residents because of the ease of use and true on-demand service. The City of Monterey Park has taking the right direction in charging co-pay for the program. The co-pay of \$1.00 for each trip, which will go back to the city. The co-pay is intended to create value for the program and control usage. Most cities charge between \$0.50 to \$1.00 for the co-pay.

We have two options for collecting the \$1.00 per trip service charge for the Dial-A-Ride program. The first option, is to have the passenger pay at a designated location in the City of Monterey Park the \$1.00 co-pay for each trip and have city staff add the trips to the passenger's profile. The second option, may be for the driver to collect the co-pay from the passenger, the co-pay amount would be deducted from the driver's account on a daily basis and then we would issue a credit to the City of Monterey Park at the end of the month for all of the co-pays received. The second option is more seamless for and less labor intensive for the city.

Fare Changes:

We acknowledge that the City may change the fares at its discretion.

Fraud Prevention

Cities with a paper voucher program for their Dial-A-Ride programs rely on a story told by the driver and the passenger. The driver writes in the pick-up and drop off information along with the fare for the trip in the paper voucher and a passenger signs for the trip. In a swipe card based program, the trip is captured electronically and so are the GPS coordinates of the pick-up and drop address of the trip. Our computerized dispatch system allows us to save the phone recording, track the trip, and capture the vehicle's information for researching the trip.

Shared Rides

Fiesta Taxi will work with the City of Monterey Park on shared ride usage for the Dial-A-Ride program.

We will conduct an educational campaign to let the users know the benefits of sharing rides. The shared rides will hopefully allow for more trips to be sold to participants who need the program, increase the shared trips reported to the NTD which in turn will translate to a larger refund that can be invested in transportation programs. We believe this can help reduce the cost per passenger trip.

One of the innovative ways to promote this program is to provide incentives to the program participants for sharing rides. We can have a contest where we reward the program participants with the highest number of shared rides. We'll provide taxi scrip or a gift certificate for a local restaurant to make this contest fun. We can present the reward at the monthly senior meetings.

Fiesta Taxi will conduct outreach meetings to inform the program participants about the benefits of sharing rides with other Dial-A-Ride passengers. In the event that the passengers have the same destination or one is traveling a longer route than the other, both participants can share a ride with only one payment. The passenger taking the longest trip can pay for a trip and their fellow Dial-Ride participant can ride for free. In We will adhere to the city's policy as stated, "An "incremental shared ride," where one taxicab picks up joint travelers successively and delivers them to the same or successive destinations, shall be billed to the City as a single trip from the point where the first rider is picked up to the point where the last rider is dropped off. Each rider shall pay a full individual fare. All fares collected in this incremental shared ride will be deducted from the gross charge to the City."

Billing

For each trip, Fiesta Taxi will invoice the city normal taxicab meter rates, without a wait time, plus an administrative fee as stated in the pricing form submitted under the "Price Proposal" tab. Charges will be based per-trip only, and not on a period of time. Fiesta Taxi will submit a billing report to Monterey Park at the end of each calendar month, and no later than the twenty-fifth (25th) day of the following month. Reports will include the following documents and forms:

1. A detailed monthly invoice for the amount of transactions received during the stated invoice period;
2. The city will receive the MJM EZ Transport system billing report. You will receive a spreadsheet with all the participant's name, date of trip, GPS location of pick-up, GPS location of drop-off and the fare charged to the city of that trip. This information will also be available to the City in real time using via the Internet. In addition, the system captures most of the data necessary for the National Transit Database (NTD) reporting.
3. Our billing report will include our monthly management report.

All documents stated above will be delivered by courier with written confirmation of receipt of delivery.

5. Key Personnel

Key Personnel: Resumes, Qualifications and Training

For more on experience, let us look at some of the individuals involved in our organization. ASC has a long-term management contract with a superior management team headed by Mr. William Rouse joined ASC's management team in 1998 – at first as de facto in-house counsel, then as its General Manager in February 2004. As General Manager, Mr. Rouse oversees all aspects of ASC's and its member cooperatives' operations, marketing, finance and other functions. Mr. Rouse is an attorney whose practice has ranged from employment law and civil rights to general corporate, transactional and unfair competition. He is part of the fourth generation of his family in the taxicab business. Mr. Rouse graduated from the University of Southern California in 1988 with a Bachelor of Science degree in Business Administration, with an emphasis in Finance and Business Economics. He received his law degree from the University of Southern California in 1992. He is a board member and Past President of the Transportation and Paratransit Association of California (TPAC), and has served as President and member of the Board of Directors of the Taxicab, Limousine and Paratransit Association (TLPA), the private, for-hire ground transportation industry's international trade association. Mr. Rouse has addressed several TPAC and TLPA conferences, as well as the 2007 conference of the International Association of Transportation Regulators on the subject of how taxicab companies can run an effective wheelchair-accessible van program with independent contractor drivers.

Mr. Kia Tehrany has played a key role in the development of ASC's five-fleet operation. As Director of Operations since 2001, Mr. Tehrany's experience and knowledge of the taxicab industry has helped maintain the company's unparalleled reputation as the industry leader. Currently, Mr. Tehrany oversees all operational matters of ASC's five fleet taxicab operation that includes approximately 1,300 vehicles. Mr. Tehrany owned and operated taxicab vehicles for ten years before becoming part of ASC's management team in 1997. Mr. Tehrany received his Bachelor of Arts degree from Pars University in Tehran, Iran in 1973.

Mr. Egor Shulman oversees the operation of the entire dispatch and reservations department located at CCSI in Utah. Mr. Shulman's involvement in the transportation industry started in 1987 when he consulted at Motorola as a development team leader to develop a taxi dispatch system. After the successful launch of that product, Mr. Shulman developed software for the New York CTA and the Chicago Police Department 911 unit, followed by a stint as product manager at Motorola for the Coverage Plus product line for trucks. Prior to 1987, Mr. Shulman provided computer consulting services in the book publishing, steel manufacturing, automotive additive and medical market research industries. Mr. Shulman graduated from Illinois Institute of Technology in Chicago with a Bachelor of Science in Computer Science degree in 1979, went on to earn a Masters Degree in Computer Science from IIT in 1983, an MBA in Finance from Northern Illinois University in 1994 and completed all requisite coursework towards a Ph. D. in Computer Science at IIT in 1997.

As Vice President of Public Affairs and Sales for Administrative Services Cooperative Inc., Marco Soto is the project manager for Bell Dial-A-Ride, Bell Gardens Medical Taxi Program, Compton Dial-A-Ride, Cudahy Dial-A-Ride, Monterey Park Dial-A-Ride, Lynwood Dial-A-

Ride, Montebello Dial-A-Ride, Monterey Park Dial-A-Ride, Norwalk Paratransit Transportation Program, Paramount Dial-A-Ride, Pico Rivera Dial-A-Ride, Santa Fe Springs Dial-A-Ride and South Gate Dial-A-Ride programs. Mr. Soto volunteers a lot of his free time with community service oriented organizations. Mr. Soto is the proposed Project Manager for the city's Dial-A-Ride program.

Mr. Soto is a responsible, caring individual with empathy for the disabled and senior citizens who will utilize the Dial-A-Ride services. Mr. Soto is aggressive in his approach to problem solving, is self-motivated and a proven manager in demand responsive transportation services. Mr. Soto is competent in all areas of service provision. Mr. Soto will be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. Mr. Soto will attend regular meetings with city staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing, and promotional activities.

ASC acknowledges that the city would reserve its right to remove the project manager at its discretion and require Fiesta Taxi to replace said individual with another project manager who would be acceptable to the city. Should ASC have a need to replace the project manager, ASC would identify the proposed project manager and provide a detailed resume at least thirty (30) days in advance of replacement date.

Proposed Staffing and Project Team

Cabs/Drivers:

Fiesta Taxi Cooperative, Inc. is proposing to expand their licensed fleet size in the City of Monterey Park to all 115 vehicles if they are selected as the Dial-A-Ride service provider. Based on the estimated volume of trips for this program, the fleet needs ten taxicabs present in the area to cover the volume of trips. Fiesta Taxi Cooperative, Inc. will provide subsidies to taxicabs to ensure that the Dial-A-Ride orders are covered. We currently average 560 minutes of service per month for all of the drivers working on the program. We expect this number to increase with more demand.

Dispatch:

Our dispatch center staff will be available 24 hours a day, 7 days a week, and 365 days a year to book trips for the Monterey Park Dial-A-Ride program.

Accounting Staff:

Our accounting staff will review the city's Dial-A-Ride trips for irregularities and fraud prevention. The likelihood of fraud is significantly reduced with the automated card system and computerized dispatching but we will still be monitoring the transactions to make sure that passengers are not working with specific drivers to use all of their trips and/or traveling only to the furthest satellite points. The card system allows us to easily sort through transactions to check

for these types of irregularities. Our accounting staff will assign a person to review the transactions and I estimate this person will contribute 10 hours a month to this program.

Operations Staff:

Our Operations Manager, Kia Tehrany, will be involved along with his employee, Robert Santos, in the day-to-day operations of managing the fleet. They will make sure drivers apply for the proper permits, are enrolled in the drug testing program, and inspect the vehicles on a weekly basis. In addition, they will track the subsidies to ensure that we have sufficient coverage in the city. All of the new drivers, entering after program launch, for the Fiesta fleet will have to be trained by Mr. Santos on the Monterey Park Dial-A-Ride program rules in order to be eligible to participate in the program. Our Operations team will contribute about 10-15 hours a month to this program.

Marketing Staff:

Ms. Cynthia Guerrero will serve as a back up to our Operations Department and will drive in the City of Monterey Park inspecting the vehicles and answers the drivers' questions about the Dial-A-Ride program. Ms. Guerrero will also assist with the senior group presentations and special city events to promote the Dial-A-Ride program. Cynthia will work anywhere from 15 hours to 30 hours a month on this program. Her work schedule will vary depending on the number of presentations we schedule in the city.

Project Manager:

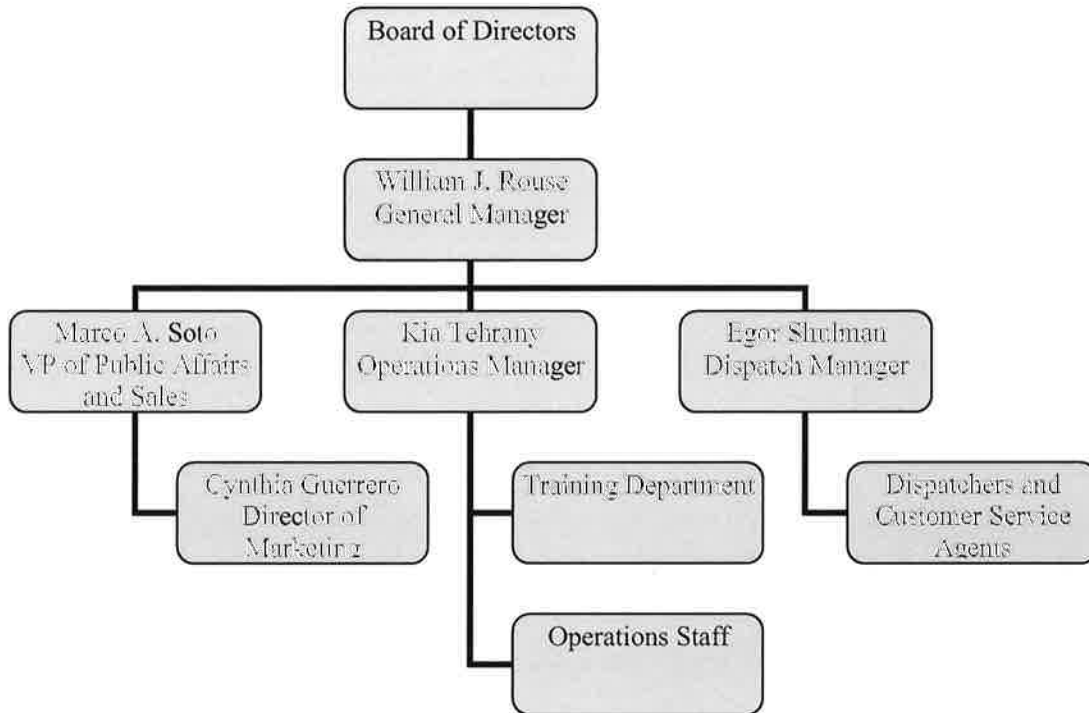
Mr. Soto will serve as the day-to-day manager of the Monterey Park Dial-A-Ride program. He will be available to the city seven days a week to answer any questions about the program or to handle any issues. Mr. Soto will make the presentations to the program participants, interface with the City on Dial-A-Ride issues and review the invoices and management reports for the City of Monterey Park.

Mr. Soto will spend at least half of his work weeks on the launch of the Monterey Park Dial-A-Ride program to make sure that the program runs smoothly. He will handle the training for the program users, drivers and city staff for the Monterey Park Dial-A-Ride program. Marco will spend an average of 10 hours per month on the management of this program once it is up and running.

General Manager:

Mr. William Rouse is in charge of managing all of the staff working on the Dial-A-Ride program. Mr. Soto will report to him directly and give him regular status reports on the program. Mr. Rouse will meet with the city when requested and any issues that can't be resolved by Mr. Soto, will be handled by him. Mr. Rouse's estimated hours are 8 hours per month on this program.

ORGANIZATIONAL CHART



Résumés

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Administrative Services Cooperative, Inc.

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EDUCATION

- May 1992* **University of Southern California**, Los Angeles, California
Juris Doctorate
Moot Court Honors
Participated in Southern California Review of Law and Women's Studies
Licensed Attorney since December 1992
- May 1988* **University of Southern California**, Los Angeles, California
Bachelor of Science, Business Administration
Emphasis in Finance and Business Economics

PROFESSIONAL EXPERIENCE

- February 2004 **Administrative Services Cooperative, Inc.**, Gardena, California
To
Present General Manager
- Oversee through a management contract the operations of five taxicab fleets that operate 1,175 taxicabs in the greater Los Angeles area.
 - Chief Operating Officer with oversight over operations, dispatch, accounting, marketing, regulatory compliance.
- April 1998 **Law Offices of William J. Rouse**, Gardena, California
to
Present
- Represent the largest taxicab operation west of Houston, with 1,175 vehicles in operation, as de facto in-house counsel.
 - Represent member taxicab fleets, management and drivers in a wide variety of litigation and transactional matters, including unfair competition, property damage recovery (subrogation), labor and employment, real estate and criminal law.
 - Represent member taxicab fleets before various governmental and regulatory bodies.
- June 1994 **Law Offices of William J. Rouse**, Los Angeles, California
to
April 1998
- Represented employees in litigation of employment law matters, including discrimination and sexual harassment, wrongful termination and contractual issues.
 - Successfully briefed and argued to the California Court of Appeal the sexual

- harassment case Doe v. Capital Cities (1996) 50 Cal.App.4th 1038.
 - Managed small business, including marketing, accounting and business planning.
 - Addressed gatherings of attorneys and others on employment law topics.
- December 1991 to June 1994 **Law Offices of Leroy S. Walker/Walker & Barboza, Los Angeles, California**
- Represented employees in litigation of employment law matters, including discrimination and sexual harassment, wrongful termination and contract issues.

PUBLIC SERVICE

- September 2001 to May 2006 **President/Vice President/Commissioner, Board of Building & Safety Commissioners, Los Angeles, California**
- Served two terms as President and one term as Vice President of Commission that hears building permit appeals and other Building & Safety related public hearings.
- August 1999 To September 2001 **Commissioner, El Pueblo de Los Angeles Historical Monument Authority, Los Angeles, California**
- Member of the Commission that oversees and establishes policy for the El Pueblo Historical Monument, which includes Olvera Street.
 - Was actively involved in a wide range of issues, including monument-merchant relations, event organizing, property management and establishing goals and policies.

TRADE ASSOCIATIONS

- May 2004 to Present **President, Vice President, Secretary, Taxicab Paratransit Association of California**
- Past President, previously served one year each as President, Vice President and Secretary, and member of executive committee of the statewide taxicab trade association of California.
- November 2005 to Present **Vice President and Director, Taxicab Limousine Paratransit Association**
- Appointed Vice President in October 2008. Member of Board of Directors of the international trade association for the private, for-hire transportation industry, based in Kensington, Maryland. Two years of service on the Executive Committee. Service as co-chair of the Taxicab Steering Committee, Paratransit Committee, Limo Committee.
- November 2006 to Present **Director, Long Beach Area Convention and Visitors Bureau**
- Member of Board of Directors of one of the most dynamic and successful convention and visitors' bureaus in the country.

OTHER SKILLS

Fluent in Spanish

**Resume of
Kia Tehrany
Director of Operations
Administrative Services Cooperative, Inc.**

EXPERIENCE:

- 2001 to Present **ADMINISTRATIVE SERVICES COOPERATIVE, INC.,** Gardena, California
Director of Operations
Manages, supervises and oversees all operational aspects of a five-fleet taxicab operation that includes approximately 1,175 taxicabs, including Yellow Cab of Los Angeles and United Checker Cab. Departments under direct supervision include Operations, including management of the driver/fleet pool, Recruiting, Training and Dispatch. Also supervises aspects of ASC's shareholder relations, accounting and regulatory compliance functions. Acts as the primary company representative in Yellow Cab's relationship with Digital Dispatch System. Also has significant responsibility and input over company's financial and marketing planning.
- 1997 to 2001 **ADMINISTRATIVE SERVICES COOPERATIVE, INC.,** Gardena, California
Brand Manager, Yellow Cab Co.
Operations Manager for Yellow Cab fleet of 400 vehicles. Primarily responsible for management of driver/fleet pool shareholder relations for new cooperative. Also had responsibility over marketing and dispatch functions.
- 1995 to 1998 **YELLOW CAB CO. OF LOS ANGELES,** Los Angeles, California, Owner-Operator
- 1988 to 1995 **BURBANK YELLOW CAB,** Burbank, California, Owner-Operator
- 1987 to 1988 **WILSHIRE TAXI CAB,** West Hollywood, California, Owner-Operator
- 1985 to 1987 **US PUCCI CO,** Los Angeles, California, Partner, Treasurer:
Responsible for manufacturing and designing clothing
- 1980 to 1987 **MANA INTERNATIONAL HOUSE OF DESIGN & FASHION,** Tehran, Iran & Los Angeles, President and Sole Owner: Responsible for daily operations, design and trading.

EDUCATION:

- 1973 Bachelor of Arts, Psychology and Educational Development, Pars University, Tehran, Iran

Marco Andres Soto

4621 Edelle Place
Los Angeles, CA 90032
323/972-9528
msoto@layellowcab.com

Education

University of California at Los Angeles
Bachelor's Degree in Political Science

Los Angeles, California
June 2001

Work Experience

Administrative Services Cooperative, Inc.
Director of Public Affairs

Los Angeles, California
July 2007 – Present

- ♦ Responsible for managing municipal Dial-A-Ride programs, strategic marketing plans, public affairs and governmental relations.
- ♦ Current project manager for the Bell Gardens Medical Taxi Program, Compton Dial-A-Ride, Huntington Park Dial-A-Ride, Norwalk Dial-A-Ride, Paramount Dial-A-Ride, Santa Fe Springs Dial-A-Ride, South Gate Dial-A-Ride and Whittier Medical Dial-A-Ride programs.

Diverse Strategies for Organizing
Consultant

Los Angeles, California
December 2001 – July 2007

- ♦ Assisted developers, local, state and federal governments, Public relations firms and City Departments in developing consensus and building coalitions in support of their respective projects and legislative issues.
- ♦ Provided political consulting services to candidates: developed campaign and mail budgets, acquired endorsements, organized fundraisers, recruited paid and non-paid staff to work on campaigns and developed mail pieces to target voters.
- ♦ Worked on many projects in Los Angeles County to assist developers with their land use entitlement process. Implemented strategies that would secure a favorable outcome for our clients at public hearings/meetings.
- ♦ Produced and ensured funding for the largest Latino targeted slate mailer (1,000,000) in the State of California.

United States Secret Service
Stay-In-School College Program

Los Angeles, California
January 1997 – September 2001

- ♦ Responsible for assisting in the managing, directing, and organizing of the operational support functions of the counterfeit squad.
- ♦ Overlooked the completion and reconciliation of the Monthly Contraband Report.
- ♦ Assisted agents in promoting awareness of the characteristics of counterfeit currency to financial institutions, retail establishments, and local law enforcement agencies.

Office of Los Angeles Mayor Richard Riordan
Office Intern

Los Angeles, California
Spring 1999

- ♦ Served as an intern to then Special Assistant to the Mayor, Tom La Bonge.
- ♦ Performed administrative duties for the office.
- ♦ Drafted letters in response to constituent issues.

Community Service/Memberships

Taxi and Paratransit Association of California (TPAC)
Member/Board of Directors

Sacramento, California

Huntington Park Chamber of Commerce <i>Member/Board of Directors</i> Assist the Chamber of Commerce in promoting the businesses of Huntington Park. Represent the Chamber of Commerce at numerous city events. Volunteer at events hosted by the Chamber.	Huntington Park, California
South Gate Chamber of Commerce <i>Former Member/Board of Directors</i> Assist the Chamber of Commerce in promoting the businesses of South Gate. Represent the Chamber of Commerce at numerous city events. Volunteer at events hosted by the Chamber.	South Gate, California
Rio Hondo College <i>Former Guest Lecturer</i> Discuss political campaign experience and relevant issues with students in political science classes.	Whittier, California
Latino Staffers (of Elected Officials) Coalition <i>Co-Founder / Member</i> Organized campaign training seminars for the members. Invited elected officials as guest speakers to share their experiences with the organization. Coordinated monthly meetings and quarterly mixers.	Los Angeles, California
Political Campaigns <i>Volunteer/Campaign Manager</i> Served as a volunteer for various presidential, judicial, city council, state assembly, and school board campaigns. Volunteered at numerous phone banks and walked precincts for candidates. Managed a school board race and judicial race in Los Angeles County. Developed fundraising plans for campaigns. Designed and produced direct mail pieces for various campaigns.	Los Angeles, California

Skills

- ♦ Microsoft: Windows 2000, Windows XP, Office: Word, Excel, PowerPoint, Outlook
- ♦ Fluent in Spanish
- ♦ Ability to facilitate public forums
- ♦ Experienced in fundraising and event planning

6. References

1. Name of Agency: City of South Gate/South Gate Dial-A-Ride
Contact Person: Mr. Paul Adams, Director of Parks and Recreation
Phone: (323) 563-5478 Address: 9520 Hildreth Avenue, South Gate, CA 90280
Email: padams@sogate.org
Dates of Service: 4/1/2008 to Present
Term of Contract: 3 years with 2 one-year options
Number of Annual Revenue Hours: 5,000-6,000 trips per month
Contract Amount: \$720,000/year approximate contract amount
Staff Assigned to Contract: Marco A. Soto
Service Description:
Fiesta Taxi is the Dial-A-Ride service provider for the City of South Gate. The Dial-A-Ride passengers must be 62 years or older or have a qualifying disability to use the service. The service is available 24 hours a day, 7 days a week, and 365 days a year. The participants are able to use the service anywhere within the city boundaries and to a list of approved satellite points. Passengers pay \$10 per year for the program and they can use up to 30 trips per month. The city issues an MJM swipe card to the participants.
2. Name of Agency: City of Pico Rivera
Contact Person: Rene Bobadilla, City Manager
Phone: 562-801-4379 Address/: 6615 Passons Blvd., Pico Rivera, CA 90660
Email: rbobadilla@pico-rivera.org
Dates of Service: 11/1/2012 to Present
Term of Contract: 3 year contract with two, one-year options.
Number of Annual Revenue Hours: Fiesta Taxi Cooperative Inc. conducts from 750 to 1,000 trips per month for this program.
Contract Amount: \$250,000/year approximate contract amount
Staff Assigned to Contract: Marco A. Soto
Service Description:
Fiesta Taxi provides Dial-A-Ride transportation services to the City of Pico Rivera.
3. Name of Agency: City of Paramount Medical Taxi Voucher Transit Services
Contact Person: Mr. David Johnson, Director of Community Services and Recreation
Phone: 562-220-2138 Address: 15300 Downey Avenue, Paramount, CA 90723
Email: djohnson@paramountcity.com
Dates of Service: 10/1/2000 to Present
Term of Contract: Exclusive service provider
Number of Annual Revenue Hours: 180-200 trips per month
Contract Amount: \$30,000/year approximate contract amount
Staff Assigned to Contract: Marco A. Soto
Service Description:
Fiesta Taxi provides Medical Taxi Voucher Transit Services to the City of Paramount. The passengers must be 60 years or older or have a qualifying disability to participate in the program. The service is available 7 days a week between the hours of 6:00 a.m. and 9:00 p.m. The transportation is valid to medical offices in the cities of Artesia, Bellflower, Compton, Downey,

Lakewood, Long Beach, Lynwood and South Gate. The city issues an MJM swipe card to the participants

4. Name of Agency: Montebello Bus Lines

Contact Person: Mr. Jose Medrano, Transit Operations Manager

Phone: 323-558-1625 Address: 400 South Taylor Avenue, Montebello, CA 90640

Email: josemedrano@cityofmontebello.com

Dates of Service: 01/2013 to Present

Term of Contract: Three years with three, one-year options

Contract Amount: \$300,000/year approximate contract amount

Staff Assigned to Contract: Marco A. Soto

Service Description:

Fiesta Taxi provides taxi-based Dial-A-Ride services to the City of Montebello. The passengers must be 62 years or older or have a qualifying disability to participate in the program.

5. Name of Agency: City of Lynwood

Contact Person: Mr. Mark Flores, Director of Parks and Recreation

Phone: 310-603-0220 x 319 Address: 11330 Bullis Road, Lynwood, CA 90262

Email: mflores@lywnood.ca.us

Dates of Service: 06/2013 to Present

Term of Contract: Two years, plus 2 one-year options

Contract Amount: \$180,000/year approximate contract amount

Staff Assigned to Contract: Marco A. Soto

Service Description:

Fiesta Taxi provides taxi-based Dial-A-Ride services to the City of Lynwood. The passengers must be 60 years or older or have a qualifying disability to participate in the program.

7. Cost Proposal

Price Proposal City of Monterey Park Request for Proposal

Pricing Form

1. Proposed Taxi Rates

Flag Drop	\$2.65
Cost Per Mile	\$2.45
Other Costs (Waiting Time)	\$26.53 per hour of wait time

2. Administrative Costs 15% of total taxi fares

The following is a cost estimate for the 1st year of operation based on the invoices provided by the City of Monterey Park:

Cost Description	Total
Estimated Average Cost of Trips Per Month* (Based on 55 Trips Per Month)	\$500
Administrative Fees of 15% of Monthly Fares	\$80
EZ Transport Average Monthly Cost	\$416.67
Dispatch Translation Services	\$100
MJM One-Time Setup Fee	\$5,000
Proposed Monthly Total (excluding one-time MJM fee)	\$1096.67
Total Estimate for 1 Year (12 month period)	\$13,160

*Based on billing for 2016-2017. Does not include \$1 co-pay per trip which is discounted from this fare and returned to the city.

The first year of billing will include a \$5,000 setup fee for the MJM swipe card system on top of the estimated cost of \$13,160. These fee will not be charged in subsequent years.

8. Conflicts of Interest

Fiesta Taxi Cooperative, Inc. does not have any current or potential conflicts of interest with the City of Monterey Park and in relation to this RFP process.

Signature

Name

Title

Date

9. Signature Page

The proposal will be valid for 180 days, as stated in the RFP.

Signature

Name

Title

Date

Attachments

- A. MJM Swipe Card System
- B. Business License
- C. Drug and Alcohol Testing Program
- D. Monterey Park Passenger Reference Letters
- E. Certificates of Insurance



Proposal to Automate the City of Monterey Park Dial-A-Rick Program Using the EZTransport® System



**Prepared by
Creative Software Solutions, LLC**

April 3, 2017



Executive Summary

Overview

Creative Software Solutions, LLC trading as MJM Innovations ("MJM") developed the EZTransport® System to eliminate the paper-based system used by agencies to track the services for transportation programs throughout the country. MJM proposes to install the EZTransport system to help the City of Monterey Park manage their Dial A Ride Program. EZTransport has been used to manage millions of trips provided by paratransit programs and a variety of transportation providers since it was first installed in 2001.

The EZTransport system consists of two components: the EZTransport swipe card and the secure web application that was developed to manage the live trip data received from the vehicle's mobile data terminal (MDT). EZTransport cards are produced using a standard design and includes the agency name. The cards can be customized to include the participant name and photograph and additional graphics can be printed on the card.

The EZTransport cards are swiped at the beginning and end of each trip. Participant account number, time of trip, date of trip, GPS location of pick-up, drop-off and fare amount are some of the live trip data that is instantly sent to the secure web application.

MJM provides web-based tools for managing accounts, creating reports, auditing trips, and provider billing. The staff will no longer have to wait for program information to be submitted in weekly or monthly batches. Each trip is available for review as it occurs.

Some of the benefits of implementing the EZTransport system include:

- Electronically track and capture "live" trip information.
- Remove vouchers and coupons which minimize opportunities for program misuse.
- Reduce fare collection to a simple card swipe.
- Securely manage program information online.
- Outsourced management services (optional, at an additional cost).

The MJM Approach

MJM developed technology so managers can monitor and review services in real time. MJM integrates hardware, software and communications systems and uses swipe card technology to process transactions. MJM provides a proprietary transaction processing platform and user friendly web based interface so the agency can manage the services anytime, anywhere. MJM has worked with agencies to mold the system to meet a variety of management and reporting needs.

The program managers can access the system to get detail down to an individual participant, provider, trip or date. The information collected is available to the program managers and is at their disposal through a secure web application.



Project Results and Performance

MJM is currently integrated and working with the taxi provider delivering rides to numerous agencies close to Monterey Park including Artesia, Bell, Bell Gardens, Carson, Compton, Cudahy, Lomita, Long Beach, Lynwood, Montebello, Norwalk, Palos Verde, Paramount, Pico Rivera, and South Gate. MJM is proud of our track record of performance with our customers and working with MJM will be a very positive experience. MJM will provide the software and configure the hardware that's currently installed and integrated with the EZTransport system and provide the means for the staff to track the program usage. MJM will also recommend new solutions and approaches as the Dial A Ride program evolves in the future.

MJM Innovations

MJM was established in 1998 to provide technology solutions and management services to a variety of customers and clients. The EZTransport System improves transaction tracking by providing a better, faster, less expensive secure system. The more efficient management of the service enhances the customer service experience as well. The principals of MJM have operated a variety of companies, including service organizations, technology, retail and manufacturing companies. They bring a wealth of talent and experience in running organizations dedicated to providing a high level of service, quality products, and technical and customer support.

MJM manages electronic processing programs including credit card, debit card and voucher programs in Maryland, Washington DC, Texas, California, Arizona, and Florida. MJM works in and around large urban cities including Baltimore, Washington DC, Dallas, Houston, Austin and San Antonio, TX, Phoenix, and Scottsdale, AZ, and Los Angeles, CA. MJM has numerous clients in the Los Angeles metropolitan area including the Los Angeles Department of Transportation and MJM installed a transportation technology project at the Los Angeles International Airport (LAX) that streamlined taxi operations and fee collections. That project combined technology solutions, web based software, card processing, taxi meter equipment, wireless communications, text messaging to the vehicles, GPS coordinates and a host of hardware and software solutions. MJM works with multiple platforms of hardware and software, multiple providers, gateways, and transaction processing vendors. MJM is the perfect solution to compliment the transportation services for the program and provides a great value to lower costs and enhance the customer experience.



SCOPE OF SERVICES:

System License - License the use of the EZTransport System to the City of Monterey Park Dial A Ride Program throughout the length of the contract.

System Installation/Setup:

- Set up Provider Accounts, Account Permissions and Security Access to the System
- Prepare the database and help with the Client Data Import
- Set up Participant Accounts, limits and program parameters
- Host/Manage Web Interface and Warehouse/Maintain Program Data
- Setup administrative and member websites
- Swipe Card and Smart Card compatible
- MJM can integrate your providers existing Mobile Data Terminal hardware, software and communications systems
- MJM can provide input and low cost options to the vendors without hardware and software so they can participate in the program.

Card Services: - Design, print and distribute standard issue EZTransport cards; the cards are delivered to a central location for individual distribution.

EZTransport Training Program:

- Provide EZTransport manuals to the agency users prior to web training
- Web-based training for EZTransport web application for the agency users
- Follow-up web training 30 days into program if needed
- EZTransport Help Desk Support

Some of the Features Available to the City of Monterey Park for their use:

Management:

- Control use of cards and trips with a variety of parameters including dollars and time
- Track and lock out lost and/or stolen cards
- Report modules including transactions and billing
- Fare/Trip Review; Audit trips by participant, provider or date ranges
- Management of fare collection and reporting of cash collections (available at an additional charge)

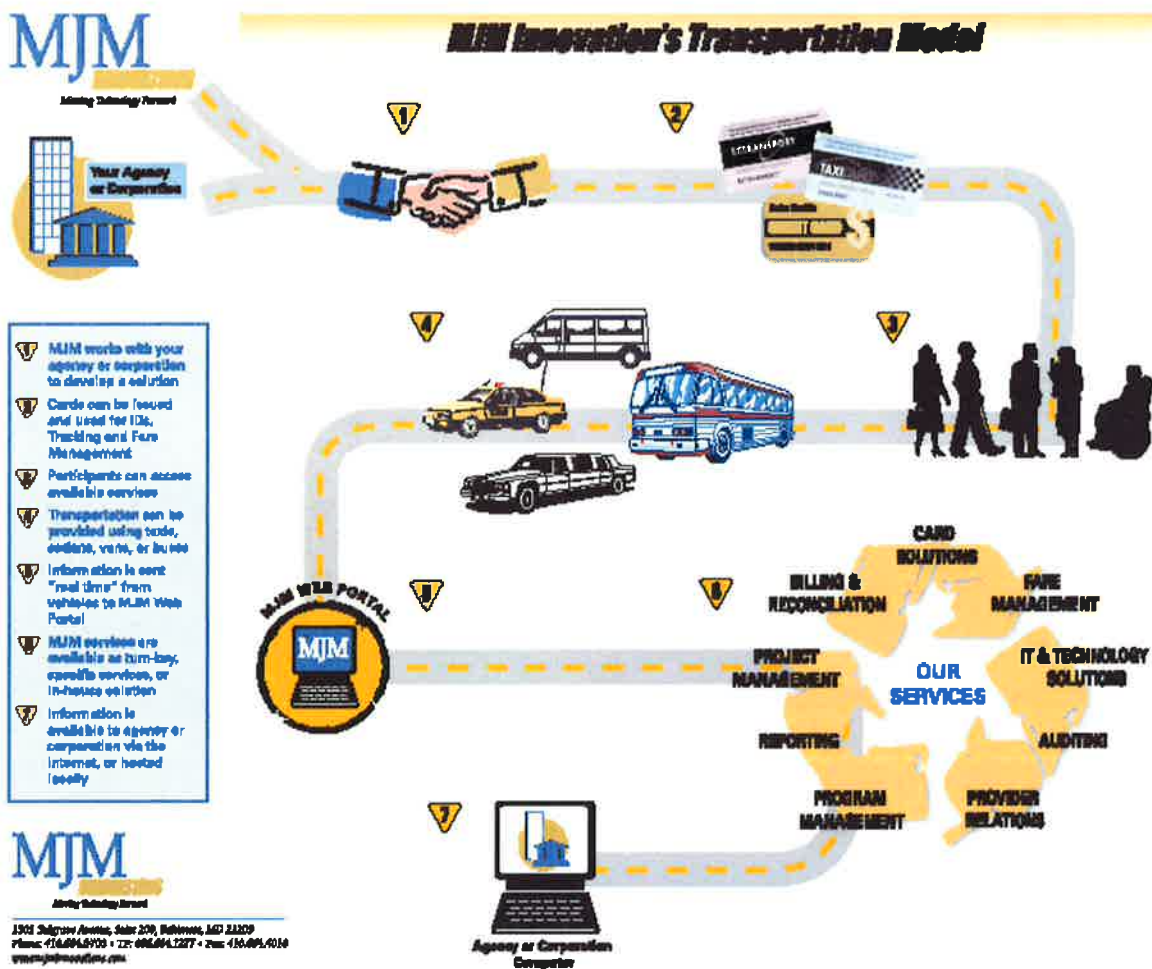
Reporting:

- Transaction Report
- Detailed Trip Report
- Low Balance Report
- Lost/Stolen Card Report

Accounting:

- Validate and adjust transactions as needed
- View and Prepare Provider Invoice

NOTE – MJM can provide outsourced management services, reporting services, fare collections, reporting of cash collections accounting support, billing and services and customer service; call for pricing of these services.





Pricing for the City of Monterey Park Dial A Ride Program

Pricing

Initial set up and card implementation. Set up accounts and permissions for the agency staff. Set up database container for participant data import and set up account editing for each participant. The estimated initial participant count is 100 participants. If the initial import is over 500 participants, additional implementation charges may apply. The initial setup period is thirty days. This is a one-time fee.

\$5,000.00

System Features include: Standard Reports, Accounting Reports and MJM Technical Support (during normal business hours 8:30- 5:00 pm EST)

Card Printing and Distribution to a Central Location – The participants included with the initial data import will be provided with Standard EZ Transport Swipe Cards (includes unique account number; customized cards can be provided at an additional charge); Billing for cards ordered after the initial setup will be at the pricing listed herein.

New participants cards

\$5.00 per card

Lost/Stolen/Replacement Cards

\$5.00 per card

Transaction Cost Per Month (includes Ongoing Licensing fees, Warehouse and maintain program data, Host and manage web interface)

0 - 25,000 trips
25,001-100,000 trips
100,001+ Trips

\$ 0.50/trip
\$ 0.35/trip
\$ 0.25/trip

Minimum Transaction cost is \$5,000 per year; the trip volumes listed are annual (12 month) numbers of trips. The trip count resets each year on the anniversary of the program go live date.

Additional Web Based Training for Staff; after initial staff training

\$100.00/hr

Custom Software Development available at an hourly cost

\$125.00/hr

Management/Auditing Services available at an additional cost

TBD

Notes:

1. This proposal is for a Standard EZTransport DAR System install. Custom software development is available to enhance the services; the hourly cost is listed above. Interactive Voice Recognition System (IVR) for account management like balance inquiries and activations (available at an additional charge). Ecommerce is available for account reloads (available at an additional charge).
2. Payment terms are as follows: Payment for Setup and Card Implementation are due upon receipt of the cards to the agency staff for use with the system. Ongoing transaction fees, new participant cards and replacement cards will be billed at the end of the month and are due upon receipt. All pricing is subject to sales tax or sales tax exempt certificate or documentation.
3. Standard new or replacement card processing will be completed within two weeks of receipt of request to print. Cards will be sent by standard mail to a central location. Upgraded shipping and freight options are available upon request and will be billed with the card invoices as incurred.
4. MJM will provide a Statement of Work (SOW) prior to beginning the implementation of the service. The SOW will outline the estimated time table and outline to implement services. MJM requires approximately sixty days to complete setup, configuration and training of the EZTransport System.
5. The proposal does not include management services, auditing services or custom reporting. Additional optional management and or auditing services can be provided upon request. Custom reports are available upon request and will be scoped out prior to implementation for cost. Custom projects and development are available at the hourly rate stated above. Custom projects and development will generate a Statement of Work with an estimated time line and pricing proposal prior to implementation. Custom software development, management services and auditing services will be priced on an hourly basis, billed monthly and are due upon receipt.
6. This proposal is valid for 90 days from 4/3/17.

1 **DRUG AND ALCOHOL TESTING POLICY**
2 **FIESTA TAXI COOPERATIVE, INC.**
3 **Adopted January 28, 2013 Revised October 5, 2016**

4
5 A. PURPOSE

6
7 Fiesta Taxi Cooperative, Inc., (Fiesta Taxi) provides public
8 transit and paratransit services for the residents of Montebello,
9 California. Part of our mission is to ensure that this service is
10 delivered safely, efficiently, and effectively by establishing a drug and
11 alcohol-free work environment, and to ensure that the workplace
12 remains free from the effects of drugs and alcohol in order to promote
13 the health and safety of employees and the general public. In
14 keeping with this mission, Fiesta Taxi declares that the unlawful
15 manufacture, distribution, dispensation, possession, or use of
16 controlled substances or misuse of alcohol is prohibited for all
17 employees and independent contractors.

18
19 Additionally, the purpose of this policy is to establish
20 guidelines to maintain a drug and alcohol-free workplace in
21 compliance with the Drug-Free Workplace Act of 1988, and the
22 Omnibus Transportation Employee Testing Act of 1991. This policy
23 is intended to comply with all applicable Federal regulations
24 governing workplace anti-drug and alcohol programs in the transit
25 industry. Specifically, the Federal Transit Administration (FTA) of the
26 U.S. Department of Transportation has published 49 CFR Part 655,
27 as amended, that mandate urine drug testing and breath alcohol
28 testing for employees in safety-sensitive positions, and prohibit
29 performance of safety-sensitive functions when there is a positive
30 test result or test refusal. The U. S. Department of Transportation
31 (USDOT) has also published 49 CFR Part 40, as amended, that sets
32 standards for the collection and testing of urine and breath
33 specimens.

34
35 Any provisions set forth in this policy that are included under
36 the sole authority of Fiesta Taxi and are not provided under the
37 authority of the above named Federal regulations are underlined.
38 The text entered in *Italics* are those required by the Drug Free
39 Workplace Act of 1988.

40
41
42
43 B. APPLICABILITY
44

45 This Drug and Alcohol Testing Policy applies to all safety-
46 sensitive employees (full- or part-time) when performing any transit-
47 related business. Fiesta Taxi employees that do not perform safety-
48 sensitive functions are also covered under this policy under the sole
49 authority of Fiesta Taxi. A safety-sensitive function is any duty
50 related to the safe operation of public and paratransit service
51 including the operation of a revenue service vehicle (whether or not
52 the vehicle is in revenue service), maintenance of a revenue service
53 vehicle or equipment used in revenue service, dispatching or
54 controlling the movement of revenue service vehicles. Maintenance
55 functions include the repair, overhaul, and rebuild of engines,
56 vehicles and/or equipment used in revenue service. A list of safety-
57 sensitive positions who perform one or more of the above mentioned
58 duties is provided in Attachment A. Supervisors are only safety
59 sensitive if they perform or may be called on to perform one of the
60 above functions.

61 C. DEFINITIONS

62
63
64 *Accident means* an occurrence associated with the operation
65 of a vehicle if as a result--

- 66
67 (1) An individual dies;
68 (2) An individual suffers a bodily injury and immediately
69 receives medical treatment away from the scene of the
70 accident; or,
71 (3) One or more vehicles incurs disabling damage as the
72 result of the occurrence and is transported away from
73 the scene by a tow truck or other vehicle. For purposes
74 of this definition, *disabling damage* means damage
75 which precludes departure of any vehicle from the
76 scene of the occurrence in its usual manner in daylight
77 after simple repairs. Disabling damage includes
78 damage to vehicles that could have been operated but
79 would have been further damaged if so operated, but
80 does not include damage which can be remedied
81 temporarily at the scene of the occurrence without
82 special tools or parts, tire disablement without other
83 damage even if no spare tire is available, or damage to
84 headlights, taillights, turn signals, horn, mirrors or
85 windshield wipers that makes them inoperative.

86
87 *Adulterated specimen.* A specimen that that has been
88 altered, as evidenced by test results showing either a substance
89 that is not a normal constituent for that type of specimen or showing

an abnormal concentration of an endogenous substance.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Canceled Test is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be cancelled. A canceled test is neither positive nor negative.

Covered Employee means an employee who performs a safety-sensitive function including an applicant or transferee whom will be hired to perform a safety-sensitive function (See Attachment A for a list of covered employees).

Dilute specimen. A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Invalid drug test result. The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated or substituted result cannot be established for a specific drug or specimen validity test.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative test result is absence of the illegal drugs or their metabolites at or above the cutoff concentrations specified in Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative drug test result is a test result found to be adulterated, substituted, positive for drug/drug metabolites, and/or invalid. Non-negative results are considered a positive test, a

136 refusal to test, or invalid, if MRO cannot determine legitimate
137 medical explanation

138
139 *Non-negative specimen.* A urine specimen that is reported
140 as adulterated, substituted, positive (for drug(s) or drug
141 metabolite(s)), and/or invalid.

142
143 *Performing (a safety-sensitive function)* means a covered
144 employee is considered to be performing a safety-sensitive function
145 and includes any period in which he or she is actually performing,
146 ready to perform, or immediately available to perform such
147 functions.

148
149 *Positive test result* for a drug test means a verified presence
150 of the identified drug or its metabolite at or above the minimum
151 levels specified in 49 CFR Part 40, as amended. A positive alcohol
152 test result means a confirmed alcohol concentration of 0.02 blood
153 alcohol level or greater.

154
155 *Prohibited drug* means marijuana, cocaine, opiates,
156 amphetamines, or phencyclidine.

157
158 *Revenue Service Vehicles* include all Fiesta Taxi vehicles
159 that are used for public transportation or paratransit service.

160
161 *Safety-sensitive functions* include (a) the operation of a Fiesta
162 Taxi revenue service vehicle even when the vehicle is not in revenue
163 service; (b) maintaining a revenue service vehicle or equipment used
164 in revenue service; (c) dispatching or controlling movement of
165 revenue service vehicles.

166
167 *Substance Abuse Professional (SAP)* means a licensed
168 physician (medical doctor or doctor of osteopathy) or licensed or
169 certified psychologist, social worker, employee assistance
170 professional, or addiction counselor (certified by the National
171 Association of Alcoholism and Drug Abuse Counselors Certification
172 Commission or by the International Certification Reciprocity
173 Consortium/Alcohol and other Drug Abuse or the National Board of
174 Certified Counselors); or state licensed or a certified marriage and
175 family therapist, with knowledge of and clinical experience in the
176 diagnosis and treatment of drug and alcohol related disorders.

177
178 *Substituted specimen.* A specimen with creatinine and
179 specific gravity values that are so diminished that they are not
180 consistent with human urine.

181
182 *Test Refusal* The following are considered a refusal to
183 test if the employee:

- 184 • Fails to appear for any test (except pre employment tests for
185 new hires) within a reasonable time, as determined by the
186 employer, after being directed to do so by the employer
- 187 • Fails to remain at the testing site until the testing process is
188 complete; (Except in pre-employment situations where
189 leaving before the test begins is not considered a refusal to
190 test)
- 191 • Fails to provide a urine or breath specimen for any drug or
192 alcohol test required by Part 40 or DOT agency regulations;
- 193 • In the case of a directly observed or monitored collection in a
194 drug test, fails to permit the observation or monitoring of your
195 provision of a specimen
- 196 • Fails to provide a sufficient amount of urine or breath when
197 directed, and it has been determined, through a required
198 medical evaluation, that there was no adequate medical
199 explanation for the failure
- 200 • Fails or declines to take a second test the employer or
201 collector has directed you to take;
- 202 • Fails to undergo a medical examination or evaluation, as
203 directed by the MRO as part of the verification process, or as
204 directed by the DER as part of the "shy bladder" or "shy lung"
205 procedures
- 206 • Fails to cooperate with any part of the testing process (e.g.,
207 refuse to empty pockets when so directed by the collector,
208 behave in a confrontational way that disrupts the collection
209 process, fail to wash hands after being directed to do so by
210 the collector).
- 211 • if the MRO reports that there is verified adulterated or
212 substituted test result.
- 213 • Failure or refusal to sign Step 2 of the alcohol testing form.
- 214 • Leaving the scene of the accident without just cause prior to
215 the administration of the drug and alcohol tests, if required.
- 216 • For an observed collection, failure to follow the observer's
217 instructions to raise clothing above the waist, lower clothing
218 and underpants, and to turn around to permit the observer to
219 determine if the individual is wearing any type of prosthetic or
220 similar device that could be used to interfere with the
221 collection process.
- 222 • Possession or wearing of a prosthetic or other device that
223 could be used to interfere with the collection process.
- 224 • Admitting adulteration or substitution of the specimen to the
225 collector or MRO.

A refusal to test carries the same consequences as a positive test result and is considered a violation of this policy.

Verified negative test means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (DHHS).

Verified positive test means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted or invalid.

D. EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following.

(1) Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at ~~all~~ times and thus, covered employees may be tested for these drugs anytime that they are on duty.

(2) Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Fiesta Taxi supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

(3) Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Fiesta

Taxi's authority, an alcohol test can be performed any time a covered employee is on duty.

F. PROHIBITED CONDUCT

- (1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- (2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities.
- (3) Fiesta Taxi shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- (4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- (5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- (6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- (7) Fiesta Taxi, under its own authority also prohibits the consumption of alcohol during lunch periods, rest breaks, split shift breaks, or anytime the employee is in uniform.
- (8) *Consistent with the Drug-free Workplace Act of 1988, all Fiesta Taxi employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of prohibited substances in the work place including Fiesta Taxi premises, Fiesta Taxi vehicles, while in uniform or while on Fiesta Taxi business.*

361
362 **G. DRUG STATUTE CONVICTION**

363
364 *Consistent with the Drug Free Workplace Act of 1998, all employees are required*
365 *to notify Fiesta Taxi management of any criminal drug statute conviction for a violation*
366 *occurring in the workplace within five days after such conviction. Failure to comply with*
367 *this provision shall result in disciplinary action as defined in Section Q of this policy.*
368

369 **H. TESTING REQUIREMENTS**

370
371 Analytical urine drug testing and breath testing for alcohol will
372 be conducted as required by 49CFR Part 40 as amended. All
373 covered employees shall be subject to testing prior to employment,
374 for reasonable suspicion, following an accident, and random as
375 defined in Section K, L, M, N, O and P of this policy.
376

377 A drug test can be performed any time a covered employee is
378 on duty. An alcohol test can be performed just before, during, or just
379 after the performance of a safety-sensitive job function. Under
380 Fiesta Taxi authority, an alcohol test can be performed any time a
381 covered employee is on duty.
382

383 All covered employees will be subject to urine drug testing and
384 breath alcohol testing administered in accordance with part 655 as a
385 condition of ongoing employment with Fiesta Taxi. Any safety-
386 sensitive employee who refuses to comply with a request for testing
387 shall be removed from duty and subject to discipline as defined in
388 Section Q of this policy. Any covered employee who is suspected of
389 falsifying test results through tampering, contamination, adulteration,
390 or substitution will be required to undergo an observed collection.
391 Verification of the above listed actions will be considered a test
392 refusal and will result in the employee's removal from duty and
393 disciplined as defined in Section Q of this policy.
394

395 **I. DRUG TESTING PROCEDURES**

396
397 Testing shall be conducted in a manner to assure a high
398 degree of accuracy and reliability and using techniques, equipment,
399 and laboratory facilities which have been approved by the U.S.
400 Department of Health and Human Service (DHHS). All testing will
401 be conducted consistent with the procedures set forth in 49 CFR
402 Part 40, as amended. The procedures will be performed in a
403 private, confidential manner and every effort will be made to protect
404 the employee privacy, the integrity of the drug testing procedure,
405 and the validity of the test result.
406

407 The drugs that will be tested for include marijuana, cocaine,
408 opiates, amphetamines, and phencyclidine. After the identity of the
409 donor is checked using a valid picture identification, a urine
410 specimen will be collected using the split specimen collection
411 method described in 49 CFR Part 40, as amended. Each specimen
412 will be accompanied by a Federal Custody and Control Form and
413 identified using a unique identification number that attributes the
414 specimen to the correct individual. The specimen analysis will be
415 conducted at a DHHS certified laboratory. An initial drug screen
416 and validity test will be conducted on the primary urine specimen.
417 For those specimens that are not negative, a confirmatory test will
418 be performed in accordance with Part 40 procedures.

419
420 The laboratory also will conduct an analysis to determine if
421 the urine specimen has been adulterated, tampered with, or diluted.
422 If the MRO reports a negative-dilute test result, the employee will
423 be required to take a second test with no advance notice.
424 Depending on the level of creatinine detected, the MRO may order
425 the second collection to be conducted under direct observation.
426 Should this second test result in a negative-dilute, the test will be
427 considered a negative. This will be the test result of record and no
428 additional testing will be required unless directed to do so by the
429 MRO.

430
431
432 The test results from the DHHS certified laboratory will be
433 reported to a Medical Review Officer. A Medical Review Officer
434 (MRO) is a licensed physician with detailed knowledge of
435 substance abuse disorders and drug testing. The MRO will review
436 the test results to ensure the scientific validity of the test and to
437 determine whether there is a legitimate medical explanation for a
438 confirmed positive, substituted, or adulterated test result. The MRO
439 will attempt to contact the employee to notify the employee of the
440 non-negative laboratory result, and provide the employee with an
441 opportunity to explain the confirmed laboratory test result. The
442 MRO will subsequently review the employee's medical
443 history/medical records as appropriate to determine whether there
444 is a legitimate medical explanation for a non-negative laboratory
445 result. If no legitimate medical explanation is found, the test will be
446 verified positive or refusal to test or cancelled because it was
447 invalid and reported to Fiesta Taxi's Drug and Alcohol Program
448 Manager (DAPM). If a legitimate explanation is found, the MRO will
449 report the test result as negative to the DAPM and no further action
450 will be taken.

451 If the test is invalid with out a medical explanation, a retest will be
452 conducted under direct observation.

453
454 Any covered employee who questions the results of a
455 required drug test under paragraphs K through P of this policy may
456 request that the split sample be tested. Effective August 25, 2008,
457 no split specimen testing is authorized for an invalid test result. The
458 split sample test must be conducted at a second DHHS-certified
459 laboratory. The test must be conducted on the split sample that was
460 provided by the employee at the same time as the primary sample.
461 The method of collecting, storing, and testing the split sample will
462 be consistent with the procedures set forth in 49 CFR Part 40, as
463 amended. The employee's request for a split sample test must be
464 made to the Medical Review Officer within 72 hours of notice of the
465 original sample verified test result. Requests after 72 hours will
466 only be accepted at the discretion of the MRO if the delay was due
467 to documentable facts that were beyond the control of the
468 employee. Fiesta Taxi will ensure that the cost for the split
469 specimen are covered in order for a timely analysis of the sample,
470 however Fiesta Taxi will seek reimbursement for the split sample
471 test from the employee.

472
473 If the analysis of the split specimen fails to confirm the
474 presence of the drug(s) detected in the primary specimen, the
475 laboratory must conduct validity tests to determine the reason for
476 being unable to reconfirm the drug(s) metabolite(s). In addition, the
477 laboratory may send the specimen or an aliquot of it for testing at
478 another HHS-certified laboratory that has the capability to conduct
479 another reconfirmation test. If the split specimen was not available
480 for testing or there was no split laboratory available to test the
481 specimen, the MRO will declare the original test cancelled and
482 direct Fiesta Taxi to retest the employee under direct observation.

483
484 The split specimen will be stored at the initial laboratory until
485 the analysis of the primary specimen is completed. If the primary
486 specimen is negative, the split will be discarded. If the primary is
487 positive, the split will be retained for testing if so requested by the
488 employee through the Medical Review Officer. If the primary
489 specimen is positive, it will be retained in frozen storage for a
490 minimum of one year and the split specimen will also be retained
491 for as long as necessary.

492
493 Observed collections

494
495 Consistent with 49 CFR part 40 collection under direct observation

(by a person of the same gender) with no advance notice will occur if:

(1) The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Fiesta Taxi that there was not an adequate medical explanation for the result; or

(2) The MRO reports to Fiesta Taxi that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed due to unavailability; or

(3) The MRO reports that the initial test result was negative-dilute with creatinine level between 2 – 5 mg/dl; or

(4) If the drug test is a return-to-duty or follow-up.

(5) The collector also must immediately conduct a collection under direct observation if:

(a) The collector observes materials brought to the collection site or employee's conduct clearly indicates an attempt to tamper with a specimen; or

(b) The specimen temperature was out of range; or

(c) The original specimen appeared to have been tampered with.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

541 An employee who has a confirmed alcohol concentration of
542 0.02 or greater will be considered to have a positive alcohol test
543 and in violation of this policy. The consequences of a positive
544 alcohol test are described in Section Q of this policy. An alcohol
545 concentration of less than 0.02 will be considered a negative test.

546
547 Fiesta Taxi affirms the need to protect individual dignity,
548 privacy, and confidentiality throughout the testing process. If at any
549 time the integrity of the testing procedures or the validity of the test
550 results is compromised, the test will be canceled. Minor
551 inconsistencies or procedural flaws that do not impact the test
552 result will not result in a cancelled test.

553 554 K. PRE-EMPLOYMENT TESTING

555
556 All applicants for covered Fiesta Taxi positions shall undergo
557 urine drug testing prior to hire or transfer into a covered position that
558 requires the performance of a safety-sensitive function.

- 559 (1) All offers of employment for covered positions shall be
560 extended conditional upon the applicant passing a drug
561 test. An applicant shall not be hired into a covered
562 position unless the applicant takes a drug test with
563 verified negative results.
- 564 (2) A non-covered employee shall not be placed,
565 transferred or promoted into a covered position until
566 the employee takes a drug test with verified negative
567 results.
- 568
569 (3) If an applicant fails a pre-employment drug test, the
570 conditional offer of employment shall be rescinded.
- 571 (4) When an employee being placed, transferred, or
572 promoted from a non-covered position to a covered
573 position submits a drug test with a verified positive
574 result the employee shall be subject to disciplinary
575 action in accordance with Section Q herein.
- 576 (5) If a pre-employment/pre-transfer test is canceled,
577 Fiesta Taxi will require the applicant to take and pass
578 another pre-employment drug test.
- 579 (6) In instances where a covered employee is on extended
580 leave for a period of 90 consecutive calendar days (for
581 any reason) and the employee is out of the random
582 pool during this period, the employee will be required
583 to take a drug test under 49 CFR Part 655 and have
584 negative test results prior to the conduct of safety-
585 sensitive job functions.

- 586 (7) An applicant with a negative dilute test result will be
587 required to retest.
588 (8) Applicants are required to report the name and contact
589 information for all DOT covered employers for the
590 previous two years. The applicant is required to provide
591 a consent statement permitting the previous DOT
592 covered employers to release drug and alcohol test
593 results to the Company.
594

595 L. REASONABLE SUSPICION TESTING
596

597 All Fiesta Taxi covered employees will be subject to a
598 reasonable suspicion drug and/or alcohol test when there are
599 reasons to believe that drug or alcohol use is impacting job
600 performance and safety. Reasonable suspicion shall mean that
601 there is objective evidence, based upon specific, contemporaneous,
602 articulable observations of the employee's appearance, behavior,
603 speech or body odor that are consistent with possible drug use
604 and/or alcohol misuse. Reasonable suspicion referrals must be
605 made by one supervisor or company official who is trained to detect
606 the signs and symptoms of drug and alcohol use, and who
607 reasonably concludes that an employee may be adversely affected
608 or impaired in his/her work performance due to possible prohibited
609 substance abuse or alcohol misuse. A reasonable suspicion alcohol
610 test can only be conducted just before, during, or just after the
611 performance of a safety-sensitive job function. However, under
612 Fiesta Taxi's authority, a reasonable suspicion alcohol test may be
613 performed any time the covered employee is on duty. A reasonable
614 suspicion drug test can be performed any time the covered employee
615 is on duty. If an alcohol test is not administered within two hours
616 following the determination to conduct a reasonable suspicion test,
617 the supervisor shall prepare and maintain on file a record stating the
618 reasons the alcohol test was not promptly administered. If an alcohol
619 test is not administered within eight hours following the determination
620 to test, cease attempts to administer an alcohol test and update the
621 record with the reasons for not administering the test. .
622

623 Fiesta Taxi shall be responsible for transporting the employee
624 to the testing site. Supervisors should avoid placing themselves
625 and/or others into a situation which might endanger the physical
626 safety of those present. The employee shall be placed on
627 administrative leave pending test results. An employee who refuses
628 an instruction to submit to a drug/alcohol test shall not be permitted
629 to finish his or her shift and shall immediately be placed on

630 administrative leave pending disciplinary action as specified in
631 Section Q of this policy.

632
633 A written record of the observations which led to a
634 drug/alcohol test based on reasonable suspicion shall be prepared
635 and signed by the supervisor making the observation prior to the
636 release of the test results. This written record shall be submitted to
637 Fiesta Taxi management and shall be attached to the forms reporting
638 the test results.

639
640 M. POST-ACCIDENT TESTING

641
642 All covered employees will be required to undergo urine and
643 breath testing if they are involved in an accident while driving a transit
644 revenue service vehicle regardless of whether or not the vehicle is in
645 revenue service that results in a fatality. This includes all surviving
646 covered employees that are operating the vehicle at the time of the
647 accident and any other whose performance cannot be completely
648 discounted as a contributing factor to the accident.

649
650 In addition, a post-accident test will be conducted if an
651 accident results in injuries requiring immediate transportation to a
652 medical treatment facility; or one or more vehicles incurs disabling
653 damage, unless the operator's performance can be completely
654 discounted as a contributing factor to the accident.

- 655
656
657 (1) As soon as practicable following an accident, as
658 defined in this policy, the accident investigator will
659 notify the driver operating the Fiesta Taxi vehicle and
660 all other covered employees whose performance could
661 have contributed to the accident of the need for the
662 test. The supervisor will make the determination using
663 the best information available at the time of the
664 decision.
- 665 (2) The appropriate Fiesta Taxi supervisor shall ensure
666 that an employee, required to be tested under this
667 section, is tested as soon as practicable, but no longer
668 than eight (8) hours from the time of the accident for
669 alcohol, and within 32 hours for drugs. If an alcohol
670 test is not performed within two hours of the accident,
671 the Supervisor will document the reason(s) for the
672 delay. If the alcohol test is not conducted within (8)
673 eight hours, or the drug test within 32 hours, attempts

674 to conduct the test must cease and the reasons for the
675 failure to test documented.

676 (3) Any covered employee involved in an accident must
677 refrain from alcohol use for eight (8) hours following the
678 accident, or until he/she undergoes a post-accident
679 alcohol test.

680 (4) An employee who is subject to post-accident testing
681 who fails to remain readily available for such testing,
682 including notifying a supervisor of his or her location if
683 he or she leaves the scene of the accident prior to
684 submission to such test, may be deemed to have
685 refused to submit to testing.

686 (5) Nothing in this section shall be construed to require the
687 delay of necessary medical attention for the injured
688 following an accident, or to prohibit an employee from
689 leaving the scene of an accident for the period
690 necessary to obtain assistance in responding to the
691 accident, or to obtain necessary emergency medical
692 care.

693 (6) In the rare event that Fiesta Taxi is unable to perform
694 an FTA drug and alcohol test (i.e., employee is
695 unconscious, employee is detained by law
696 enforcement agency), Fiesta Taxi may use drug and
697 alcohol post-accident test results administered by local
698 law enforcement officials in lieu of the FTA test. The
699 local law enforcement officials must have independent
700 authority for the test and the employer must obtain the
701 results in conformance with local law.

702 703 N. RANDOM TESTING

704
705 All covered safety sensitive employees will be subjected to
706 random, unannounced testing. The selection of employees shall be
707 made by a scientifically valid method of randomly generating an
708 employee identifier from the appropriate pool of safety-sensitive
709 employees.

710 (1) The dates for administering unannounced testing of
711 randomly selected employees shall be spread
712 reasonably throughout the calendar year.

713 (2) The number of employees randomly selected for
714 drug/alcohol testing during the calendar year shall be
715 not less than the percentage rates established by
716 Federal regulations for those safety-sensitive
717 employees subject to random testing by Federal
718 regulations. The current random testing rate for drugs

established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.

- (3) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection of the individuals who are to be tested.
- (4) Covered Fiesta Taxi employees that fall under the Federal Transit Administration regulations will be included in one random pool.
- (5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Fiesta Taxi's authority, a random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- (6) ~~Employees~~ are required to proceed ~~immediately~~ to the ~~collection site~~ upon notification of their random selection.

O. RETURN TO DUTY TESTING

In the event that an employee who previously violated the policy is allowed to return to work for any reason, the employee shall first be required to complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02 BAC."

P. FOLLOW-UP TESTING

In addition to the Return-to-Duty testing described above, the returning employee shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP, for a minimum period of 12 months to a maximum of five years. As mandated by the FTA, the

employee shall undergo at least six follow-up tests during the first 12 months of his or her return to work. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of follow-up testing will be designated by the SAP, but the actual testing dates will be decided by the employee's manager or supervisor. The employee is responsible for payment of all costs associated with follow-up testing.

Q. RESULT OF DRUG/ALCOHOL TEST

A safety sensitive employee that has a verified positive drug or alcohol test or refuses a required test will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) or a substance abuse counselor..

Referral, evaluation and treatment does not shield an employee from disciplinary action or guarantee employment or reinstatement with Fiesta Taxi. Appropriate disciplinary action will be taken for all policy violations.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein.

- (1) As soon as practicable after receiving notice of a verified ~~positive~~ drug test result, a confirmed alcohol test result 0.02 BAC or above, or a test refusal, Fiesta Taxi's Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
- (2) If a drug test is verified positive, the employee will be terminated. If an employee has a confirmed alcohol test of 0.02 or greater, the employee will be terminated. The employee shall be referred to a Substance Abuse Professional or a substance abuse counselor (for an alcohol test result below 0.04) for an assessment. The SAP or substance abuse counselor will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Note: Referral to a substance abuse counselor and any subsequent return-to-duty and follow-up tests for an alcohol test result below 0.04 shall be under Fiesta Taxi authority.
- (3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination. ;

- 809
810 (4) Failure of an employee to report within five days a
811 criminal drug statute conviction for a violation occurring
812 in the work place shall result in disciplinary action up to
813 and including termination.
814

815
816 R. PROPER APPLICATION OF THE POLICY
817

818 Fiesta Taxi is dedicated to assuring fair and equitable
819 application of this substance abuse policy. Therefore,
820 supervisors/managers are required to use and apply all aspects of
821 this policy in an unbiased and impartial manner. Any
822 supervisor/manager who knowingly disregards the requirements of
823 this policy, or who is found to deliberately misuse the policy in regard
824 to subordinates, shall be subject to disciplinary action, up to and
825 including termination.
826

827 S. INFORMATION DISCLOSURE
828

829 Drug/alcohol testing records shall be maintained by Fiesta Taxi's Drug and
830 Alcohol Program Manager and, except as provided below or by law, the results of any
831 drug/alcohol test shall not be disclosed without express written consent of the tested
832 employee.
833

- 834 (1) The employee, upon written request, is entitled to obtain copies of any
835 records pertaining to their use of prohibited drugs or misuse of alcohol
836 including any drug or alcohol testing records. Covered employees have
837 the right to gain access to any pertinent records such as equipment
838 calibration records, and records of laboratory certifications.
839 (2) Records of a verified positive drug/alcohol test result shall be released to
840 the Fiesta Taxi Drug and Alcohol Program Manager, Department
841 Supervisor and Personnel Manager on a need to know basis.
842 (3) Records will be released to a subsequent employer only upon receipt of
843 a written request from the employee.
844 (4) Records of an employee's drug/alcohol tests shall be released to the
845 adjudicator in a grievance, lawsuit, or other proceeding initiated by or on
846 behalf of the tested individual arising from the results of the drug/alcohol
847 test.
848 (5) Records will be released to the National Transportation Safety Board
849 during an accident investigation.
850 (6) Records will be released to the DOT or any DOT agency with regulatory
851 authority over the employer or any of its employees.
852 (7) Records will be released if requested by a Federal,
853 state or local safety agency with regulatory authority
854 over Fiesta Taxi or the employee.
855 (8) If a party seeks a court order to release a specimen or
856 part of a specimen contrary to any provision of Part 40

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- necessary legal steps to contest the issuance of the order will be taken.
- (9) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

864 T. SYSTEM CONTACTS

865
866 Any questions regarding this policy or any other aspect of the substance abuse
867 policy should be directed to the following individual(s).

868
869 Fiesta Taxi Cooperative, Inc. Drug and Alcohol Program Manager:

870
871 Name: Mark Calvin
872 Title: Drug and Alcohol Program
873 Manager
874 Address: 2129 W. Rosecrans Ave, Gardena
875 CA
876 90249
877 Telephone Number: (310) 715-1968

878
879
880
881
882 Medical Review Officer

883
884 Name: Dr. Marshall Zablen MD
885 Title: Medical Review Officer
886 Address: 6265 Sepulveda Blvd., Suite 13
887 Van Nuys, CA. 91411-
888 1130
889 Telephone Number: (818) 779-1900
890

891 Substance Abuse Professional
892
893 Name: Frank Mazzola, MFT, CEAP,
894 SAP
895 Title: Substance Abuse Professional
896
897 Address: 12520 Magnolia Blvd., Suite 308
898 Valley Village, CA. 91607
899 Telephone Number: (818) 760-1967
900

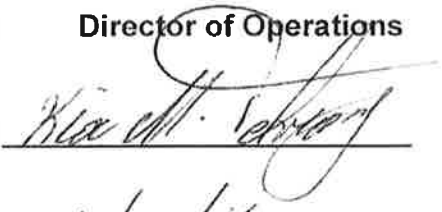
901 DHHS Certified Laboratory

902
903 Name: Medtox Laboratories Inc.
904 Address: 402 West Country Road
905 St. Paul MN. 55112
906
907
908
909
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911
912
913

914 **This Policy was adopted by Fiesta Taxi Cooperative,**
915 **Inc. (Fiesta Taxi)**
916 **January 28, 2013.**
917
918

919 Name and Title of person authorized to sign for Fiesta Taxi:

920
921 Name: Kia Terhany
922
923 Its: Director of Operations
924

925
926 By: 
927

928
929 Date: 
930

931
932 Revised October 5, 2016
933

April 5, 2017

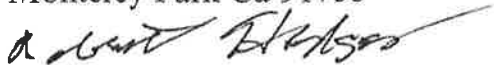
City of Monterey Park
Director, Recreation and Community Services Department
320 W. Newmark Avenue
Monterey Park, Ca 91754

To Whom It May Concern:

It is with great pleasure that I recommend Fiesta Taxi for the Dial-A-Ride transportation service for seniors. I support Fiesta Taxi's efforts to provide efficient and effective transportation for the citizens of Monterey Park. I support their service and hope that you keep my recommendation in mind when making your final decision.

Sincerely,

Robert Hodges
1935 Potrero Grande Drive
Monterey Park Ca 91755



April 5, 2017

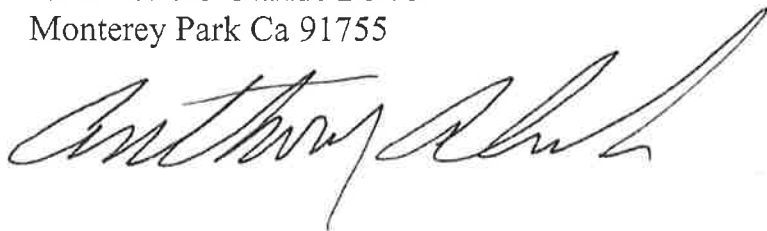
City of Monterey Park
Director, Recreation and Community Services Department
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It is with great pleasure that I recommend Fiesta Taxi for the Dial-A-Ride transportation service for seniors. I support Fiesta Taxi's efforts to provide efficient and effective transportation for the citizens of Monterey Park. I support their service and hope that you keep my recommendation in mind when making your final decision.

Sincerely,

Anthony Almada
1935 Potrero Grande Drive
Monterey Park Ca 91755

A handwritten signature in black ink, appearing to read "Anthony Almada", written in a cursive style.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	CONTACT NAME: Masoud Shahri PHONE (A/C, No, Ext): 619 231-1010 FAX (A/C, No): 888 328-1322 E-MAIL ADDRESS:																					
INSURED Administrative Services Cooperative Inc. et al (*see below) 2129 W. Rosecrans Avenue Gardena, CA 90249	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Mercer Insurance Company</td><td>14478</td></tr> <tr> <td>INSURER B :</td><td>United Specialty Insurance Co</td><td>12537</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Mercer Insurance Company	14478	INSURER B :	United Specialty Insurance Co	12537	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY		ATNS1760651	06/01/2017	06/01/2018	EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☒ BI/PD Ded: \$25,000					MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB	☒ OCCUR	27305161	06/01/2017	06/01/2018	EACH OCCURRENCE \$4,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$4,000,000
	DED \$	RETENTION \$				PER STATUTE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is subject to policy limits, conditions and exclusions.

30 Day notice of Cancellation - 10 Days for Non-Payment

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Monterey Park
 320 West Newmark Avenue
 Monterey Park, CA 91754-2896

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Masoud Shahri

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DESCRIPTIONS (Continued from Page 1)

***Complete Named Insured:**

L.A. Taxi Cooperative, Inc.

dba: Yellow Cab Co-Op

dba: L.A. Yellow

dba: Yellow Cab

dba: Yellow Cab of L.A.

dba: Santa Monica Yellow Cab

Long Beach Yellow Cab Co-Op, Inc.

dba: Long Beach Yellow Cab Co-Op

dba: Yellow Cab

Yellow Cab of South Bay Cooperative, Inc.

dba: South Bay Yellow Cab Co-Op

dba: Manhattan Beach Yellow Cab Co-Op

dba: Yellow Cab

South Bay Cooperative, Inc.

dba: United Checker Cab Co-Op

Fiesta Taxi Cooperative, Inc.

dba: Fiesta Taxi Co-Op

dba: 1-800-TAXICAB

Taxi Systems, Inc.

Taxi Equipment Company, Inc.

Enterprise Finance, Inc.

TXC Finance, LLC

Wilmington Cab Company of California, Inc.

Van Ness Management, Inc.

City of Monterey Park, its Officers, Officials, Employees, and Volunteers are named as additional insured.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	CONTACT NAME: Masoud Shahri PHONE (A/C, No, Ext): 619-231-1010 FAX (A/C, No): 888-328-1322 E-MAIL ADDRESS:																					
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ 25,000 DED ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			1517010709188F	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ SEE ATTACHED BODILY INJURY (Per person) \$ BROADENED BODILY INJURY (Per accident) \$ LIMIT OF PROPERTY DAMAGE (Per accident) \$ LIABILITY \$ ENDORSEMENT
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****CERTIFICATE IS SUBJECT TO POLICY LIMITS, CONDITIONS AND EXCLUSIONS.****

****FOR INSURANCE LIMIT REQUIREMENT PLEASE SEE ATTACHED BROADENED LIMIT OF LIABILITY ENDORSEMENT****

NAMED INSURED CONTINUED:

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Monterey Park
 Attention: City Clerk
 320 W. Newmark Avenue
 Monterey Park, CA 91754-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Masoud Shahri

© 1988-2014 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

*L.A. Taxi Cooperative, Inc.
dba: Yellow Cab Co-Op
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dba: Yellow Cab
Yellow Cab of South Bay Cooperative, Inc.
dba: South Bay Yellow Cab Co-Op
dba: Manhattan Beach Yellow Cab Co-Op
dba: Yellow Cab
South Bay Cooperative, Inc.
dba: United Checker Cab Co-Op
Fiesta Taxi Cooperative, Inc.
dba: Fiesta Taxi Co-Op
dba: 1-800-TAXICAB
Taxi Systems, Inc.
Taxi Equipment Company, Inc.
Enterprise Finance, Inc.
TXC Finance, LLC
Wilmington Cab Company of California, Inc.
Van Ness Management, Inc.

TAXICAB OPERATIONS:

30 Days Notice of Cancellation
10 Days for Non-Payment
Claims Reporting Information:
North American Risk Services Inc.
P.O. Box 945055
Maitland, FL 32794-5055

Certificate holder is named as an Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED LIMIT OF LIABILITY COVERAGE

This endorsement modifies coverage provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Section II C – COVERED AUTOS LIABILITY - LIMIT OF INSURANCE is deleted and replaced with the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in an "accident", the most we will pay for all liability, damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

However, if you are;

- 1) Required by written contract entered into with an additional insured in effect during the policy term and prior to the time of an "accident" to maintain greater limits; or
- 2) Required by any state or local regulatory authority having jurisdiction over you at the time of an "accident" to maintain minimum compulsory liability limits,

then the most we will pay is the limit of insurance required by such written contract or by any such state or local regulatory authority, whichever is greater, not to exceed \$ 1,000,000 per occurrence.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED COVERAGE REQUIRED BY INSURED CONTRACT,
WRITTEN AGREEMENT OR PERMIT**

This endorsement modifies coverage provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

The following are added as "insureds" under
**Covered Autos Liability Coverage, Who is an
Insured:**

d. Any person, organization, trustee, estate or
governmental entity with respect to the operation,
maintenance, or use of a covered auto if:

1) You are obligated to add that person,
organization, trustee, estate or governmental
entity as an additional insured to this policy by:

- a) an expressed provision of an insured
contract or written agreement; or
 - b) an expressed condition of a written permit
issued to you by a governmental or public
authority.
- 2) The bodily injury or property damage is caused
by an accident which takes place after:
- a) you executed the insured contract or written
agreement; or
 - b) the permit has been issued to you.