

**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
March 21, 2018
7:00 p.m.**

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 Police 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 - None.

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEMS NO. 2A-2C

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 21, 2018

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 March 21, 2018 totaling \$820.32 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 MONTHLY INVESTMENT REPORT - FEBRUARY 2018

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

- (1) Receive and file the Monthly Investment Report; and
- (2) Take such additional, related, action that may be desirable.

2-C. 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 meeting of February 21, 2018; and
- (2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR ITEMS NOS. 3A-3F

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 21, 2018

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 March 21, 2018 totaling \$755,801.27 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT - FEBRUARY 2018

It is recommended that the City Council:

- (1) Receive and file the Monthly Investment Report; and
- (2) Taking such additional, related, action that may be desirable.

3-C. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meeting of February 21, 2018; and
- (2) Take such additional, related, action that may be desirable.

3-D. SECOND READING AND ADOPTION: CODE ENFORCEMENT UPDATES INCLUDING AMENDMENTS TO NEIGHBORHOOD PRESERVATION REGULATIONS FOR COST RECOVERY

It is recommended that the City Council consider:

- (1) Waiving second and enact an ordinance amending the Monterey Park Municipal Code regulations regarding recovering costs for second responses to unruly gatherings and recurring nuisances, and creating a private right of action for violations of the City's boarding house regulations; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The ordinance and resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because they consist only of revisions and clarifications to existing public nuisance codes and procedures related to such codes. Adopting the ordinance or resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings. Adopting the ordinance and resolution are actions being taken for enhanced protection of the environment.

3-E. MEMORANDUM OF AGREEMENT FOR THE COORDINATED INTEGRATED MONITORING PROGRAM AND ENHANCED WATERSHED MANAGEMENT PLAN FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA FOR FISCAL YEARS 2019 - 2023

It is recommended that the City Council:

- (1) Authorize the City Manager to execute the Memorandum of Agreement, in a form approved by the City Attorney, to cooperatively share costs in the implementation of the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area for Fiscal Years 2019 - 2023; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from additional environmental review pursuant to CEQA Guidelines Sections 15262, 15306, 15307, and 15308. The project consists of comprehensive data collection efforts to monitor the aquatic toxicity that is present in downstream receiving waters. The purpose of the project is to determine if possible actions are necessary to protect natural resources and the environment.

3-F AWARD OF CONTRACT WITH KNIGHT COMMUNICATIONS FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a five-year contract with Knight Communications for Information Technology Network/Servers/IT Projects Support Services for an annual cost of \$298,800 in a form approved by the City Attorney;
- (2) Approve a budget amendment of \$2,441.00 in account # 0010-801-1404-38400 to cover minor cost adjustments for three months, April through June, in Fiscal Year 2017-18; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS

5-A. AIRPLANE NOISE UPDATE

It is recommended that the City Council:

- (1) Receive and file the Airplane Noise Update; and
- (2) Take such additional, related, action that may be desirable.

[6.] NEW BUSINESS

6-A. PERSONNEL BOARD RECOMMENDATION TO THE CITY COUNCIL FOR APPOINTMENTS TO THE BOARD

It is recommended that the City Council:

- (1) Approve a recommendation for re-appointment of Ms. Pauline Lemire to the Personnel Board and to appoint Mr. Harvey Chin and Mr. Gustavo Reynoso to the Personnel Board; and
- (2) Take such additional, related, action that may be desirable.

6-B. ADOPTION OF AN URGENCY ORDINANCE AND FIRST READING OF AN ORDINANCE REAUTHORIZING THE COLLECTION OF A FEE TO SUPPORT PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ("PEG") CHANNEL FACILITIES WITHIN THE CITY

It is recommended that the City Council:

- (1) Adopt urgency Ordinance _____, reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City;
- (2) Waive first reading and introduce Ordinance _____, reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City; and
- (3) Take such additional, related, action that may be desirable.

[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

DATE: March 21, 2018

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-A.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
March 21, 2018

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 **March 21, 2018 totaling \$820.32** 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 **357-358**.

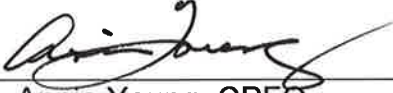
BACKGROUND:

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 **\$820.32.**

Respectfully submitted:



Annie Yaung, CPFO
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
21ST DAY OF MARCH 2018
TOTALING \$820.32 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	\$ 820.32
Total	<u>\$ 820.32</u>

PASSED, APPROVED AND ADOPTED THE 21ST DAY OF MARCH 2018.

Stephen Lam, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
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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 21st of March 2018 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 03/21/2018

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	20.32	INTERNET/PHONE SERVICE		357	20.32
HENSLEY LAW GROUP	0860-801-1203-31600	800.00	LEGAL-SA		358	800.00
TOTAL FOR PREPAID WARRANTS						820.32
PRINTED		820.32				
E-PAYABLE		0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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TOTAL FOR PREPAID WARRANTS	820.32
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	820.32
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	0
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 03/21/2018
 FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	820.32	0.00	820.32
	TOTAL	820.32	0.00	820.32



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-B.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Successor Agency Monthly Investment Report – February 2018

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the Monthly Investment Report; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of February 28, 2018 invested funds for the Successor Agency of the City of Monterey Park is as follows:

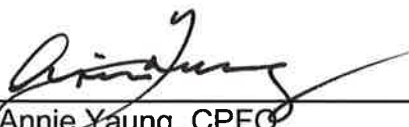
• Successor Agency (SA) Checking	247,337.07
• Successor Agency (SA) RORF	<u>69,190.00</u>
Total	<u>\$ 316,527.07</u>

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted and prepared by:

Approved by:



Annie Yaung, CPFO
Director of Management Services



Ron Bow
City Manager



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-C.

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 February 21, 2018; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

A handwritten signature in blue ink, appearing to read "Vincent D. Chang", is written over a horizontal line.

Vincent D. Chang
City Clerk

A handwritten signature in blue ink, appearing to read "Jesus Hernandez", is written over a horizontal line.

Jesus Hernandez
Minutes Clerk

Approved By:

A handwritten signature in blue ink, appearing to read "Ron Bow", is written over a horizontal line.

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
FEBRUARY 21, 2018**

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, February 21, 2018 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 Lam called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

ROLL CALL:

Deputy City Clerk Cindy Trang called the roll:

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

Council Members Absent: None

ALSO PRESENT: 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, Director of Public Works Mark McAvoy, Interim Director of Recreation & Community Services Robert Aguirre, Fire Division Chief Mark Khail, Fire Division Chief Ken Leasure, Fire Captain Justin Birrell, Fire Captain Steve Gregg, Public Works Maintenance Manager Tito Haes, Code Enforcement Officer William Stecyk

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Shannon Asquith, Manager for the Animal Care Center in Downey, showcased one of their cats available for adoption.
- Arthur Fong relayed his concerns on what he read, in the newspaper, regarding a Council Member allegedly colluding with the police.

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

- Delaro Robinson voiced his concerns about an article he read in the Pasadena Star News, where a Council Member was mentioned.

1. PRESENTATIONS

1A. INTRODUCTION OF NEW PUBLIC WORKS DIRECTOR, MARK MCAVOY

City Manager Bow introduced Mark McAvoy, the new Public Works Director. Public Works Director McAvoy briefly introduced himself along with his experience and goals for the city.

1B. OVERVIEW OF COMMUNITY AND CITY EMERGENCY PREPAREDNESS PROGRAMS

The Fire Department made a presentation about the Community Emergency Response Team (CERT), Community Training, Vial of Life, and the Community Preparedness Guide.

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

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF FEBRUARY 21, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 356.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved Item Nos. 2A – 2C. Approved payment of warrants and adopted Resolution No. SA-149 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated February 21, 2018 totaling \$0.00 and specifying the funds out of which the same are to be paid.

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

Ayes:	Council Members:	Real Sebastian, Ing, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	Ing on Item No. 2C

Resolution No. SA-149, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 21ST DAY OF FEBRUARY 2018 TOTALING \$0.00 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - JANUARY 2018

As of January 31, 2018 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	278,290.31
• Successor Agency (SA) RORF	<u>69,190.00</u>
Total	<u>\$ 347,480.31</u>

Action Taken: The City Council, acting on behalf of the Successor Agency, received and filed the Monthly Investment Report. Motion taken with Item No. 2A.

2C. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of January 17, 2018 and the special meeting of January 17, 2018.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved the minutes from the regular meeting of January 17, 2018 and the special meeting of January 17, 2018. Council Member Ing abstained, as he was absent for those meetings. Motion taken with Item No. 2A.

This is the end of Successor Agency (SA) items



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-A.**

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
March 21, 2018

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 **March 21, 2018 totaling \$755,801.27** 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 **318287-318426** and e-Payables numbered **000885-000898**.

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 **\$755,801.27.**

Respectfully submitted:



Annie Young, CPFO
Director of Management Services

Approved By:



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
21ST DAY OF MARCH 2018
TOTALING \$755,801.27 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	\$ 419,295.27
Retirement Fund	2,545.00
State Gas Tax Fund	36,127.30
Sewer Fund	4,610.83
Refuse Fund	5,935.25
City Shop Fund	20,092.10
Technology Internal Service Fund	255.00
Payroll Clearing Account	576.00
Special Deposits Fund	8,703.97
Workers Comp. Fund	6,229.00
Water Fund	37,704.80
Water Treatment WQA-EPA Fund	161,615.41
OPA Proposition A	10,627.46
Measure R Fund	1,987.93
Library Tax Fund	853.33
STC Standards/Training/Corrections	1,840.92
POST	2,638.00
Home Housing Program	350.00
Recreation Fund	10,520.25
Asset Forfeiture	11,886.70
Air Quality Improvement Fund	5,931.00
CDBG Fund	85.46
Maintenance District 93-1	2,294.92
Used Oil Recycling Block Grant	616.67
Maintenance Grant (075)	225.00
ELAC Instructional Serv Prog	462.73
Selective Traffic Enforce (4)	1,734.95
Library Passport Trust Grant	56.02
TOTAL	\$ 755,801.27

PASSED, APPROVED AND ADOPTED THE 21ST DAY OF MARCH 2018.

 Stephen Lam, Mayor
 City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
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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 21st of March 2018 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 03/21/2018

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT & T	0010-801-3112-32050	53.51	PHONE SERVICE		318240	
	0022-801-4206-32050	628.61	PHONE SERVICE		318240	
	0092-801-4222-32050	117.12	PHONE SERVICE		318240	799.24
	0010-801-3201-32050	48.55	PHONE SERVICE		318274	48.55
AT&T	0010-801-1301-32050	20.05	INTERNET/PHONE SERVICE		318241	
	0010-801-1404-32050	126.22	INTERNET/PHONE SERVICE		318241	
	0010-801-1408-32050	927.07	INTERNET/PHONE SERVICE		318241	
	0010-801-1801-32050	18.69	INTERNET/PHONE SERVICE		318241	
	0010-801-3112-32050	4,502.56	INTERNET/PHONE SERVICE		318241	
	0010-801-3113-32050	18.69	INTERNET/PHONE SERVICE		318241	
	0010-801-3201-32050	943.17	INTERNET/PHONE SERVICE		318241	
	0010-801-4209-32050	271.19	INTERNET/PHONE SERVICE		318241	
	0010-801-6001-32050	268.99	INTERNET/PHONE SERVICE		318241	
	0010-801-6502-32050	168.53	INTERNET/PHONE SERVICE		318241	
	0010-801-6517-32050	20.34	INTERNET/PHONE SERVICE		318241	
	0022-801-4206-32050	430.82	INTERNET/PHONE SERVICE		318241	
	0043-801-1404-32050	79.25	INTERNET/PHONE SERVICE		318241	
	0092-801-1404-32050	96.23	INTERNET/PHONE SERVICE		318241	
	0092-801-4222-32050	527.91	INTERNET/PHONE SERVICE		318241	
	0109-801-6511-32050	69.36	INTERNET/PHONE SERVICE		318241	
	0169-801-2201-32050	85.46	INTERNET/PHONE SERVICE		318241	8,574.53
ATLAS SERVICES SOLUTION CORP.	0092-801-1407-38250	8,882.00	JANITORIAL SERVICES		318242	
	0092-801-1407-38250	8,632.00	JANITORIAL SERVICES		318242	
	0092-801-1407-38250	250.00	JANITORIAL SERVICES		318242	17,764.00
CUEVAS BILL	0010-801-3103-24100	16.00	PETTY CASH-FILL AIR TANK		318243	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CUEVAS BILL	0010-801-3102-38400	78.81	PETTY CASH-EQUIP STRAP		318243	
	0010-801-3102-38400	93.39	PETTY CASH-DUI TRAILER		318243	
	0010-801-3102-24100	35.01	PETTY CASH-MEASURING WHEEL		318243	
	0010-801-3103-38400	75.14	PETTY CASH-CHOP SAW & FUEL		318243	
	0010-801-3102-24100	10.74	PETTY CASH-TAPE MEASURE		318243	
	0010-801-3102-39250	90.24	PETTY CASH-DUI TRAILER		318243	
						399.33
JUSTIN BIRRELL	0349-801-3201-39400	162.00	FIREHOUSE WORLD CONFERENCE		318244	
						162.00
CALIFORNIA ASSOCIATION OF	0065-464	576.00	LTD FIREFIGHTERS		318245	
						576.00
CALIFORNIA PEACE OFFICERS' ASSOCIATION	0010-801-3103-39300	100.00	PEACE OFFICER MEMBERSHIP		318246	
	0010-801-3104-39300	25.00	PEACE OFFICER MEMBERSHIP		318246	
						125.00
CALIFORNIA RURAL WATER ASSOCIATION	0092-801-4220-39300	350.00	WATER-TRAINING		318275	
						350.00
PETER CHAN	0010-801-1101-39400	319.50	CONGRESSIONAL CITY CONFERENCE		318276	
						319.50
CHARTER COMMUNICATIONS	0010-801-6502-32050	115.61	INTERNET/CABLE SERVICE		318247	
						115.61
	0010-801-3201-32050	606.24	INTERNET/CABLE SERVICE		318277	
	0010-801-3210-32050	99.98	INTERNET/CABLE SERVICE		318277	
	0010-801-3210-32050	99.98	INTERNET/CABLE SERVICE		318277	
						806.20
CITY OF MONTEREY PARK	0092-450-0092-09000	4,361.00	REFUND-WATER DEPOSIT		318248	
	0092-701-0092-07510	3,901.97-	REFUND-WATER USAGE		318248	
						459.03
THE CONCORD HILTON HOTEL	0132-801-3101-33300	642.92	POLICE TRAINING		318249	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						642.92
D-PREP, LLC	0136-801-3101-33250	1,156.00	POST TRAINING		318250	1,156.00
VANESSA DELGADO	0136-801-3101-33250	90.00	POST TRAINING		318251	90.00
DEPARTMENT OF TOXIC SUBSTANCES	0022-801-4202-31950	705.00	HAZARDOUS WASTE MANIFEST FEES		318252	705.00
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	1,808.64	SPECIAL EVENT INSURANCE (TRUST)		318253	1,808.64
EDWARD DOMINGUEZ	0132-801-3101-33300	200.00	POLICE TRAINING		318254	200.00
EMPIRE CLEANING SUPPLY	0010-801-6503-22150	249.33-	VOID CHECK		866 *	
	0010-801-6503-22150	584.08-	VOID CHECK		866 *	
	0010-801-6502-22150	265.87-	VOID CHECK		866 *	
						1,099.28-
FRIENDLY EXCURSIONS INC.	0075-450-0075-08550	776.00	LANGLEY TOUR (TRUST)		318255	
	0075-450-0075-08550	400.00	LANGLEY TOUR (TRUST)		318255	
						1,176.00
MATT HALLOCK	0349-801-3201-39400	25.00	FIRE TAPERING JACKET		318278	
	0010-801-3210-22150	5.01	FIRE FS63 SUPPLIES		318278	
	0010-801-3210-22750	7.10	FIRE CAPTAIN EXAM SUPPLIES		318278	
	0349-801-3201-39400	43.73	FIRE TRAINING SUPPLIES		318278	
	0010-801-3230-39460	2.19	FIRE GREAT SHAKE OUT SUPPLIES		318278	
	0010-801-3230-39460	5.48	FIRE GREAT SHAKE OUT SUPPLIES		318278	
						88.51
HENSLEY LAW GROUP	0010-801-1601-31600	20,021.40	LEGAL-GENERAL SERVICES	18-0209	318256	
	0010-801-1702-31600	3,996.00	LEGAL-CODE ENFORCEMENT		318256	
	0042-801-1601-31600	1,420.00	LEGAL-GENERAL LITIGATION		318256	

* Indicates an E-Payable transaction

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0010-801-1601-31600	2,034.00	LEGAL-GOODVIEW		318256	
	0010-801-1601-31600	4,096.80	LEGAL-KINGS INN		318256	
						31,568.20
BENANCIO HERRERA JR.	0075-450-0075-08550	500.00	LANGLEY WELLNESS DAY-TRUST		318257	
						500.00
HYATT CORPORATION DBA HYATT PLACE -	0160-801-3101-39400	432.32	POLICE TRAINING		318258	
						432.32
LAW ENFORCEMENT & EMERGENCY SERVICE	0160-801-3101-39400	395.00	POLICE TRAINING		318259	
						395.00
LIONS CLUB	0010-801-6001-39300	229.00-	VOID CHECK		317666	
						229.00-
MONTEREY PARK PETTY CASH	0010-801-3114-21350	68.96	PETTY CASH-LADDER		318260	
	0092-801-4220-21350	63.71	PETTY CASH-REFRESHMENTSS		318260	
	0092-801-4220-21250	52.59	PETTY CASH-DESK CALENDAR		318260	
	0092-801-4220-33200	60.00	PETTY CASH-LUNCHEON		318260	
	0010-801-1704-33100	43.25	PETTY CASH-PARKING & MILEAGE		318260	
	0010-801-6517-39400	69.99	PETTY CASH-PUBLICATIONS		318260	
	0010-801-3210-22750	17.47	PETTY CASH-LAMINATE MAP		318260	
	0349-801-3201-39400	70.00	PETTY CASH-EFO PROGRAM		318260	
	0010-801-6508-23050	26.83	PETTY CASH-CITY HALL DISPLAY		318260	
	0092-801-4221-39250	24.61	PETTY CASH-MILEAGE		318260	
	0092-801-4220-21350	10.00	PETTY CASH-REFRESHMENTS		318260	
						507.41
RICKY MUNDER	0160-801-3101-39400	773.38	POLICE TRAINING		318279	
						773.38
NADA BUS, INC	0109-801-4201-31950	885.00	LANGLEY GETTY CENTER TRIP		318261	
						885.00
NCCA/KEYS CONFERENCE	0132-801-3101-33300	798.00	POLICE TRAINING		318262	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						798.00
WILLIAM O'SHEA	0132-801-3101-33300	200.00	POLICE TRAINING		318263	200.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	153.00	PHONE SERVICE		318264	153.00
MAXWELL PHAN	0136-801-3101-33250	250.00	POST TRAINING		318265	250.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	33.47	POSTAGE		318280	
	0010-801-1403-32200	48.51	POSTAGE		318280	
	0010-801-1406-32200	301.84	POSTAGE		318280	
	0010-801-1701-32200	178.60	POSTAGE		318280	
	0010-801-1702-32200	14.89	POSTAGE		318280	
	0010-801-1704-32200	0.94	POSTAGE		318280	
	0010-801-1801-32200	0.94	POSTAGE		318280	
	0010-801-1802-32200	1.88	POSTAGE		318280	
	0010-801-3101-32200	1.89	POSTAGE		318280	
	0010-801-3102-32200	33.82	POSTAGE		318280	
	0010-801-3104-32200	21.89	POSTAGE		318280	
	0010-801-3113-32200	7.00	POSTAGE		318280	
	0010-801-3114-32200	55.09	POSTAGE		318280	
	0010-801-3120-32200	18.80	POSTAGE		318280	
	0010-801-3205-32200	19.45	POSTAGE		318280	
	0010-801-6001-32200	20.68	POSTAGE		318280	
	0043-801-4212-32200	28.59	POSTAGE		318280	
	0075-450-0075-09230	40.20	POSTAGE (TRUST)		318280	
	0092-801-4220-32200	0.47	POSTAGE		318280	828.95
RAQUEL RICHARDS	0010-801-1801-39550	15.98	PETTY CASH-ORAL BOARD		318281	
	0010-801-1801-39550	10.69	PETTY CASH-ORAL BOARD		318281	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RAQUEL RICHARDS	0010-801-1801-39550	12.27	PETTY CASH-ORAL BOARD		318281	
	0010-801-1801-39550	30.50	PETTY CASH-ORAL BOARD		318281	
	0010-801-1802-39400	128.03	PETTY CASH-HAZARD TRAINING		318281	
	0010-801-1802-39400	35.12	PETTY CASH-SAFETY TRAINING		318281	
	0010-801-1801-39550	20.55	PETTY CASH-ORAL BORAD		318281	
	0010-801-1801-39550	15.82	PETTY CASH-ORAL BOARD		318281	
	0010-801-1801-22670	40.97	PETTY CASH-NEW HIRES CEREMONY		318281	
	0010-801-1801-39550	18.12	PETTY CASH-ORAL BOARD		318281	
	0010-801-1801-39550	16.47	PETTY CASH-ORAL BORAD		318281	
	0010-801-1801-39400	21.93	PETTY CASH-HARASSMENT TRIANING		318281	
						366.45
EVERARDO ROMO	0136-801-3101-33250	250.00	POST TRAINING		318266	
						250.00
RUDY CONTRERAS	0160-801-3101-39400	36.00	POLICE TRAINING		318267	
						36.00
GARY SIMS	0136-801-3101-33250	90.00	POST TRAINING		318268	
						90.00
SOUTHERN CALIFORNIA WATER UTILITIES	0092-801-4220-39300	420.00	WATER TRAINING		318282	
						420.00
TIMEKEEPING SYSTEMS INC	0010-801-3113-38400	1,120.00	JAIL TIME KEEPING SYSTEM		318283	
						1,120.00
MARICELA VASQUEZ *	0075-450-0075-08982	201.03	DAY CARE-CHROMEBOOK (TRUST)		318269	
						201.03
	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		318270	
						200.00
	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		318271	
						200.00
VERIZON WIRELESS	0022-801-4206-32050	70.05	WIRELESS VOICE & DATA SERVICE		318272	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-4209-32050	15.40	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-4212-32050	8.04	WIRELESS VOICE & DATA SERVICE		318272	
	0092-801-4221-32050	19.07	WIRELESS VOICE & DATA SERVICE		318272	
	0092-801-4222-32050	0.23	WIRELESS VOICE & DATA SERVICE		318272	
	0092-801-4223-32050	71.64	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-6502-32050	0.23	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-6517-32050	56.61	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-3104-31950	38.01	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-3112-38400	38.01	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-3112-38400	50.02	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-1701-32050	38.45	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-1703-32050	49.60	WIRELESS VOICE & DATA SERVICE		318272	
	0010-801-1702-32050	165.84	WIRELESS VOICE & DATA SERVICE		318272	
						659.21
	0010-801-1101-32050	56.15	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-1408-32050	0.23	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-1702-32050	8.60	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-3112-32050	136.15	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-4209-32050	47.58	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-4212-32050	150.54	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-6517-32050	12.06	WIRELESS VOICE & DATA SERVICE		318284	
	0092-801-4221-32050	30.36	WIRELESS VOICE & DATA SERVICE		318284	
	0092-801-4222-32050	0.23	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-3205-32050	30.19	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-3210-32050	324.96	WIRELESS VOICE & DATA SERVICE		318284	
	0010-801-3220-32050	124.68	WIRELESS VOICE & DATA SERVICE		318284	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						997.75
JULIE MARIE VILLANUEVA	0010-801-6006-22450	23.78	PETTY CASH-CHILDREN'S PROGRAM		318285	
	0454-801-6005-21350	56.02	PETTY CASH-PASSPORT FOLDERS		318285	
	0010-801-6006-22450	64.76	PETTY CASH-CRAFT SUPPLIES		318285	
	0010-801-6006-22450	23.54	PETTY CASH-CHILDREN'S PROGRAM		318285	
	0010-801-6006-22450	4.38	PETTY CASH-ART PROGRAM		318285	
	0010-801-6006-22450	43.46	PETTY CASH-CHILDREN FURNITURE		318285	
	0010-801-6004-22450	20.75	PETTY CASH-PENCIL SHARPENER		318285	
						236.69
RYAN WEDDLE	0349-801-3201-39400	162.00	FIREHOUSE WORLD CONFERENCE		318273	
						162.00
ANNIE YAUNG	0010-801-1403-39400	618.45	CSMFO ANNUAL CONFERENCE		318286	
						618.45
TOTAL FOR PREPAID WARRANTS						77,886.62
	PRINTED	78,985.90				
	E-PAYABLE	1,099.28-				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0010-801-6508-39860	800.00	FARMERS MARKET RESTROOM		318287	800.00
ADMINSURE INC.	0080-801-8301-20000	6,229.00	WORKERS COMP CLAIM ADMIN		318288	6,229.00
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22320	408.70	FIRE GOGGLES		318289	408.70
ALTERNATIVE SOURCE L A (DBA)	0010-701-0010-02010	180.00	REFUND BUSINESS LICENSE		318290	180.00
ANIMAL PEST MANAGEMENT SVCS	0010-801-3111-31950	3,000.00	TRAPPING SERVICES	18-0278	885 *	3,000.00
AOM INVESTMENT INC	0010-701-0010-02010	485.00	REFUND BUSINESS LICENSE		318291	485.00
APL GLASS COMPANY	0092-801-4210-38100	200.00	BARNES PARK WIRE GLASS		318292	200.00
ARAMARK UNIFORM & CAREER APPAREL GF	0060-801-4211-22300	47.99	UNIFORM CLEANING		318293	138.29
	0060-801-4211-22300	50.17	UNIFORM CLEANING		318293	
	0010-801-3210-39050	16.05	UNIFORM CLEANING		318293	
	0010-801-3210-39050	24.08	UNIFORM CLEANING		318293	
ARGIL BLDG. MATERIAL CO.	0110-801-4202-23600	191.63	STREETS CONCRETE MIX	18-0088	318294	191.63
ARROW INTERNATIONAL	0010-801-3220-24200	1,214.26	NEEDLES		318295	1,214.26
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-6503-38100	117.09	VACUUM BREAKER		886 *	117.09
ATHENS SERVICES	0022-801-4205-41200	26,625.00	STREETS SWEEPING SERVICES	18-0350	318296	26,625.00
AUTOZONE WEST, INC	0060-801-4211-23500	120.34	BATTERY	18-0115	887 *	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AUTOZONE WEST, INC	0060-801-4211-23500	87.65	INTAKE MANIFOLD-UNIT 052	18-0115	887 *	
	0060-801-4211-23500	11.05	RADIATOR CAP-UNIT 025	18-0115	887 *	
	0060-801-4211-23500	15.87	RADIATOR HOSE-UNIT 025	18-0115	887 *	234.91
ERNESTO OBED BARBOZA	0010-701-0010-03630	56.00	REFUND PARKING CITATION		318297	56.00
BARTEL ASSOCIATES LLC	0012-801-5102-31850	2,545.00	CALPERS REVIEW	18-0274	318298	2,545.00
BREAKWATER INTERNATIONAL CALIFORNIA	0010-801-3210-38400	330.00	HYDRO TESTING OF SCBA CYLINDER		318299	330.00
BRITHINEE ELECTRIC	0093-801-4226-23300	15,935.28	AIR STRIPER PUMP REPAIR	18-0355	318300	
	0093-801-4226-23300	28.98	AIR STRIPER PUMP REPAIR		318300	15,964.26
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22720	20.00	POLICE RANGE FEES		318301	20.00
CALIFORNIA ASSOC. OF CODE	0010-801-1702-33200	86.00	CODE ENFORCEMENT TRAINING		318302	
	0010-801-1702-33200	86.00	CODE ENFORCEMENT TRAINING		318302	
	0010-801-1702-33200	86.00	CODE ENFORCEMENT TRAINING		318302	
	0010-801-1702-33200	86.00	CODE ENFORCEMENT TRAINING		318302	344.00
CALOX, INC	0010-801-3220-24200	29.75	CYLINDER OXYGEN		318303	
	0010-801-3220-24200	21.25	CYLINDER OXYGEN		318303	51.00
CAMINO REAL CHEVROLET	0060-801-4211-23500	143.37	BOOSTER-UNIT 092		888 *	143.37
CANON FINANCIAL SERVICES, INC.	0092-801-4222-31950	654.56	COPIER MACHINE RENTAL		318304	
	0060-801-4211-31950	422.25	COPIER MACHINE RENTAL		318304	
	0010-801-6505-39250	186.57	COPIER MACHINE RENTAL		318304	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,263.38
CANON SOLUTIONS AMERICA, INC	0109-801-6511-22750	290.20	COPIER MAINTENANCE		889 *	290.20
MARLENE A CARDINALI	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318305	83.66
CENTRAL CITY COMMUNITY HEALTH CARE	0010-701-0010-02010	1,575.00	REFUND BUSINESS LICENSE		318306	1,575.00
CHARLES E THOMAS CO. INC.	0109-801-4201-31950	209.80	CNG GASBOY/TOPCAT MAINTENANCE		318307	209.80
CHARLIES TIRE RECYCLING	0060-801-4211-31950	164.00	FLEET TIRE RECYCLING		318308	164.00
CHAU'S 76 INC.	0060-801-4211-22250	72.20	FLEET FUEL		318309	
	0060-801-4211-22250	88.56	FLEET FUEL		318309	
	0060-801-4211-22250	52.14	FLEET FUEL		318309	
	0060-801-4211-22250	42.80	FLEET FUEL		318309	
	0060-801-4211-22250	57.80	FLEET FUEL		318309	
	0060-801-4211-22250	35.03	FLEET FUEL		318309	
	0060-801-4211-22250	61.86	FLEET FUEL		318309	
	0060-801-4211-22250	53.55	FLEET FUEL		318309	
	0060-801-4211-22250	72.91	FLEET FUEL		318309	
	0060-801-4211-22250	58.72	FLEET FUEL		318309	
	0060-801-4211-22250	46.01	FLEET FUEL		318309	
	0060-801-4211-22250	43.38	FLEET FUEL		318309	
	0060-801-4211-22250	48.50	FLEET FUEL		318309	
	0060-801-4211-22250	28.68	FLEET FUEL		318309	
	0060-801-4211-22250	63.40	FLEET FUEL		318309	
	0060-801-4211-22250	39.01	FLEET FUEL		318309	
	0060-801-4211-22250	58.49	FLEET FUEL		318309	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHAU'S 76 INC.	0060-801-4211-22250	60.61	FLEET FUEL		318309	
	0060-801-4211-22250	73.22	FLEET FUEL		318309	
	0060-801-4211-22250	46.09	FLEET FUEL		318309	
	0060-801-4211-22250	70.82	FLEET FUEL		318309	
	0060-801-4211-22250	57.68	FLEET FUEL		318309	
	0060-801-4211-22250	71.82	FLEET FUEL		318309	
	0060-801-4211-22250	63.05	FLEET FUEL		318309	
	0060-801-4211-22250	53.45	FLEET FUEL		318309	
	0060-801-4211-22250	41.52	FLEET FUEL		318309	
	0060-801-4211-22250	27.61	FLEET FUEL		318309	
	0060-801-4211-22250	71.65	FLEET FUEL		318309	
	0060-801-4211-22250	38.46	FLEET FUEL		318309	
	0060-801-4211-38400	55.28	FLEET FUEL		318309	
	0060-801-4211-38400	51.90	FLEET FUEL		318309	
	0060-801-4211-38400	60.94	FLEET FUEL		318309	
	0060-801-4211-38400	57.29	FLEET FUEL		318309	
	0060-801-4211-38400	67.18	FLEET FUEL		318309	
	0060-801-4211-38400	49.56	FLEET FUEL		318309	
	0060-801-4211-38400	65.25	FLEET FUEL		318309	
	0060-801-4211-38400	37.27	FLEET FUEL		318309	
	0060-801-4211-38400	58.50	FLEET FUEL		318309	
	0060-801-4211-38400	55.31	FLEET FUEL		318309	
	0060-801-4211-38400	39.08	FLEET FUEL		318309	
	0060-801-4211-38400	78.03	FLEET FUEL		318309	
	0060-801-4211-38400	47.68	FLEET FUEL		318309	
	0060-801-4211-38400	61.65	FLEET FUEL		318309	
	0060-801-4211-38400	54.10	FLEET FUEL		318309	
	0060-801-4211-22250	55.11	FLEET FUEL		318309	
	0060-801-4211-22250	80.98	FLEET FUEL		318309	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHAU'S 76 INC.	0060-801-4211-22250	29.36	FLEET FUEL		318309	
	0060-801-4211-22250	41.07	FLEET FUEL		318309	
	0060-801-4211-22250	37.65	FLEET FUEL		318309	
	0060-801-4211-22250	37.87	FLEET FUEL		318309	
	0060-801-4211-22250	257.22	FLEET FUEL		318309	
	0060-801-4211-22250	204.16	FLEET FUEL		318309	
	0060-801-4211-22250	92.05	FLEET FUEL		318309	
	0060-801-4211-22250	50.96	FLEET FUEL		318309	
	0060-801-4211-22250	50.79	FLEET FUEL		318309	
	0060-801-4211-22250	75.92	FLEET FUEL		318309	
	0060-801-4211-22250	28.74	FLEET FUEL		318309	
	0060-801-4211-22250	89.62	FLEET FUEL		318309	
	0060-801-4211-22250	58.62	FLEET FUEL		318309	3,628.16
CINDY TRANG	0010-801-1801-39400	1,740.00	TUITION REIMBURSEMENT		318310	
	0010-801-1801-39400	1,035.00	TUITION REIMBURSEMENT		318310	2,775.00
CLINICAL LABORATORY OF	0092-801-4222-31950	36.00	WATER ANALYSIS		890 *	36.00
COMMUNICATIONS CENTER (DBA)	0010-801-3102-38400	150.00	POLICE EQUIPMENT CERTIFICATION		318311	150.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		318312	500.00
DANIEL LUQUIN (DBA) LUQUIN PLUMBING	0152-801-2206-38650	350.00	PLUMBING INSP-1730 S ORANGE		318313	350.00
DELL MARKETING LP	0060-801-4211-24150	735.76	LAP TOP, MONITOR	18-0346	318314	
	0092-801-4221-24150	718.00	LAP TOP, MONITOR	18-0346	318314	
	0092-801-4222-24150	718.00	LAP TOP, MONITOR	18-0346	318314	

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,171.76
DIEGO'S AUTO REPAIR, INC	0060-801-4211-38400	184.71	SMOG CHECK/REPAIR-UNIT 025		318315	
	0060-801-4211-38400	41.75	SMOG CHECK/REPAIR-UNIT 025		318315	
	0060-801-4211-38400	41.75	SMOG CHECK/REPAIR-UNIT 052		318315	
	0060-801-4211-38400	41.75	SMOG CHECK/REPAIR-UNIT 932		318315	
						309.96
DIGITAL TELECOMMUNICATIONS CORP	0060-801-4211-31950	196.00	REPAIR TELEPHONE		318316	
						196.00
DIRECTV, LLC	0010-801-3230-32050	134.24	EOC SERVICES		318317	
						134.24
DIVERSIFIED ALARM SERVICE	0010-801-6502-38400	210.00	MONITORING SERVICES		891 *	
	0010-801-6502-38400	255.00	MONITORING SERVICES		891 *	
	0010-801-6502-38400	135.00	MONITORING SERVICES		891 *	
	0010-801-6502-38400	135.00	MONITORING SERVICES		891 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		891 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		891 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		891 *	
	0344-701-0344-05400	225.00	MONITORING SERVICES		891 *	
	0092-801-4210-38100	120.00	MONITORING SERVICES		891 *	
						1,485.00
E H WACHS COMPANY	0092-801-4223-24100	408.63	COUPLER		318318	
						408.63
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		318319	
						39.95
DEAN N EDDOW	0159-801-6507-31930	61.50	INSTRUCTOR-RECREATION CLASS		318320	
						61.50
EMERGENCY RESPONSE CRIME SCENE CLEANING	0010-801-3103-22750	250.00	BIOLOGICAL CLEANING		318321	
	0010-801-3220-22360	247.00	MEDICAL WASTE DISPOSAL		318321	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						497.00
EMPIRE CLEANING SUPPLY	0010-801-6503-22150	584.08	TOILE TISSUE,SEAT COVERS,LINE		892 *	
	0010-801-6502-22150	265.87	ROLL TOWEL,SEAT COVERS,LINER		892 *	
	0010-801-6503-22150	249.33	TOILET TISSUE		892 *	
						1,099.28
ENNIS TRAFFIC SAFETY SOLUTIONS	0022-801-4206-23100	1,281.16	STREET PAINT SUPPLIES		318322	
	0022-801-4206-23100	996.46	STREET PAINT SUPPLIES		318322	
						2,277.62
ENTERPRISE FM TRUST	0060-801-4211-37800	6,033.78	POLICE LEASED VEHICLES	18-0200	318323	
						6,033.78
RYAN ESQUIBEL	0136-801-3101-33250	90.00	POST TRAINING		318324	
						90.00
FENSCO SERVICES INC	0176-801-6516-38500	469.00	FENCE REPAIR/INSTALLATION		318325	
						469.00
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		318326	
						192.00
FORD OF MONTEBELLO	0060-801-4211-38400	2,177.00	REPAIR-UNIT 932		318327	
						2,177.00
FORWARD THINKING SYSTEMS, LLC	0109-801-6511-22750	60.00	DIAL-A-RIDE GPS SERVICE		318328	
						60.00
FS CONTRACTORS, INC	0010-801-5004-96081	214,776.00	SOUTH GARFIELD PROJECT	18-0378	318329	
						214,776.00
WINNIE FUNG	0159-801-6507-31930	28.00	INSTRUCTOR-RECREATION CLASS		318330	
						28.00
GABRIEL VAZQUEZ (DBA) BRAND ME UP	0109-801-6511-22310	425.10	LANGLEY UNIFORM		318331	
						425.10
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	115.97	UNIFORMS-C CACCIATORI	18-0061	318332	
	0010-801-3210-22310	26.17	UNIFORMS-C CACCIATORI	18-0061	318332	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	14.19	UNIFORMS-J CHAPMAN	18-0061	318332	
	0010-801-3210-22310	24.04	UNIFORMS-D GARCIA	18-0061	318332	
	0010-801-3210-22310	46.93	UNIFORMS-J GIN	18-0061	318332	
	0010-801-3210-22310	66.64	UNIFORMS-J GIN	18-0061	318332	
	0010-801-3210-22310	12.00	UNIFORMS-C KILBURN	18-0061	318332	
	0010-801-3210-22310	46.93	UNIFORMS-A MALOUF	18-0061	318332	
	0010-801-3210-22310	3.29	UNIFORMS-A MALOUF	18-0061	318332	
	0010-801-3210-22310	10.90	UNIFORMS-M OLIVAS	18-0061	318332	
	0010-801-3210-22310	26.17	UNIFORMS-M OLIVAS	18-0061	318332	
						393.23
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,180.41	WATER CHEMICALS		893 *	1,180.41
GARVEY EQUIPMENT COMPANY	0176-801-6516-24100	1,640.31	HIGH PRESSURE WASHER		318333	
	0176-801-6516-24100	147.82-	PUMP-CREDIT		318333	
						1,492.49
GRICELDA GOMEZ	0010-801-3210-39050	20.96	FIRE UNIFORM CLEANING		318334	
	0010-801-3210-39050	14.97	FIRE UNIFORM CLEANING		318334	
						35.93
GOVCONNECTION INC.	0010-801-3112-38400	612.33	PRINTER FOR DISPATCH		318335	
						612.33
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	306.60	REPAIR/ALIGNMENT-UNIT 930	18-0287	318336	
	0060-801-4211-38400	60.00	REPAIR/ALIGNMENT-UNIT 930	18-0287	318336	
	0060-801-4211-38400	60.00	REPAIR/ALIGNMENT-UNIT 092	18-0287	318336	
						426.60
GRM INFORMATION MANAGEMENT	0063-801-5004-99068	255.00	DOCUMENT SYSTEM SERVICES	18-0232	318337	
						255.00
SAMUEL JIE GUO	0159-801-6507-31930	5,325.00	INSTRUCTOR-RECREATION CLASS		318338	
						5,325.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	262.11	BREAK DISC, SWITCH-UNIT 890	18-0124	318339	
	0060-801-4211-23500	76.37	ROD-UNIT 930	18-0124	318339	338.48
BING HAN	0136-801-3101-33250	90.00	POST TRAINING		318340	90.00
HANSON AGGREGATES	0110-801-4202-23600	575.87	ASPHALT		894 *	575.87
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	155.20	BALL VALVE, ADAPTER	18-0235	895 *	155.20
HOLLIDAY ROCK CO INC	0110-801-4202-23600	570.71	WASHED CONSTRUCTION SAND		318341	570.71
HOME DEPOT CREDIT SERVICES	0010-801-6517-23100	94.76	POTTING SOIL, SNAPDRAGON	18-0187	318342	
	0092-801-4222-24100	54.96	WATER FILTER	18-0228	318342	
	0022-801-4206-24100	169.88	STRAIT SNIPS, CLEANER	18-0097	318342	
	0022-801-4206-24100	321.90	MILL OIL, BRUSH KIT, BATTERY	18-0097	318342	
	0022-801-4206-23100	333.78	DRIP CLOTH, BLADE, PAIL OPENER	18-0097	318342	975.28
ANNIE HUANG	0010-701-0010-03630	53.00	REFUND PARKING CITATION		318343	53.00
I.C.C. L.A. BASIN CHAPTER	0010-801-1703-39300	100.00	BUILDING MEMBERSHIP		318344	100.00
INTERWEST CONSULTING GROUP, INC	0010-801-1703-31950	285.00	PLAN CHECK SERVICES		318345	285.00
IP LEARNING CENTER	0159-801-6507-31930	272.25	INSTRUCTOR-RECREATION CLASS		318346	272.25
SHELLY MARIE ISHIDA	0159-801-6507-31930	567.00	INSTRUCTOR-RECREATION CLASS		318347	
	0159-801-6507-31930	58.50	INSTRUCTOR-RECREATION CLASS		318347	625.50

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
J.R. FILANC CONSTRUCTION COMPANY, I	0093-850-4224-82259	142,215.00	GROUNDWATER TREATMENT SYSTEM	17-0366	318348	142,215.00
JAMESTOWN DISTRIBUTORS	0010-801-3210-38400	224.95	FIRE LADDERS MAINTENANCE		318349	224.95
JCL TRAFFIC SERVICES	0022-801-4206-23100	95.81	PAINT GUARD	18-0100	318350	
	0022-801-4206-23100	1,192.07	RED CURB PAINT	18-0100	318350	
	0176-801-6516-24100	333.43	SIGN,MOUNTS		318350	1,621.31
JEANINE CARR (DBA) TIPPI TOES WEST	0159-801-6507-31930	1,179.00	INSTRUCTOR-RECREATION CLASS		318351	1,179.00
JOHN L. HUNTER & ASSOC., INC.	0184-801-4208-31950	616.67	ENVIRONMENTAL POSTERS	18-0241	318352	616.67
RICHARD KAGEYAMA	0159-801-6507-31930	266.00	INSTRUCTOR-RECREATION CLASS		318353	266.00
KEYSTONE UNIFORM CENTERS	0010-801-3103-22310	124.76	UNIFORMS-R ESPARZA		318354	
	0010-801-3102-22310	15.33	UNIFORMS-J SILVERMAN		318354	
	0010-801-3101-22320	170.82	UNIFORMS-NAME PLATES		318354	
	0010-801-3112-22310	79.88	UNIFORMS-J REZA		318354	
	0010-801-3112-22310	120.34	UNIFORMS-V CARTER		318354	511.13
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		318355	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		318355	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		318355	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		318355	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		318355	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		318355	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		318355	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		318355	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		318355	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		318355	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		318355	
						23,292.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0043-801-1404-31700	3,850.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0092-801-1404-31700	3,908.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0010-801-3115-31700	599.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0010-801-3220-31700	209.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0092-801-4221-31700	989.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4226-31700	212.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4227-31700	259.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4228-31700	212.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4229-31700	199.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4231-31700	265.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0093-801-4232-31700	212.00	INFORMATION TECHNOLOGY SERVICE		318356	
	0010-801-6001-31700	803.00	INFORMATION TECHNOLOGY SERVICE		318356	
						12,500.00
KOA CORPORATION	0010-801-4212-31950	5,987.00	COLLISION ACCIDENT ANALYSIS	18-0321	318357	
	0010-701-0010-06700	13,572.00	MARKET PLACE WATERLINE INSP	18-0068	318357	
						19,559.00
STEPHEN LAM	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		318358	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STEPHEN LAM	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		318358	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		318358	200.00
LASERLOCK SPECIALTIES, INC	0060-801-4211-54060	430.00	LASER HOLSTER		318359	430.00
LEACH MOUNCE ARCHITECTS	0010-850-5002-96089	3,990.00	PD LOCKER ROOM ARCHITECTURAL	17-0384	318360	3,990.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-31955	3,921.35	LEGAL SERVICES-EE DISCIPLINE		318361	
	0010-801-1601-31600	863.00	LEGAL SERVICES-GENERAL		318361	
	0010-801-1601-31600	33.77	LEGAL SERVICES-PITCHES MOTIONS		318361	4,818.12
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	1,365.51	HYDROCHLORIC ACID	18-0230	318362	
	0010-801-6503-23050	774.13	LIQUID CHORINE	18-0230	318362	
	0010-801-6503-23050	502.91	LIQUID CHLORINE	18-0230	318362	
	0010-801-6503-23050	523.35	TAKE UP REEL	18-0230	318362	3,165.90
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	424.06	FUEL GAUGE,BATTERY-UNIT 024		896 *	
	0060-801-4211-23500	802.84	TIRES		896 *	1,226.90
LOS ANGELES COUNTY DEPT OF	0010-701-0010-06850	2,261.12	INDUSTRIAL WASTE PERMIT		318363	
	0010-701-0010-06850	3,184.40	INDUSTRIAL WASTE PERMIT		318363	
	0010-701-0010-06850	984.94	INDUSTRIAL WASTE INSPECTION		318363	6,430.46
LOS ANGELES COUNTY DEPT. OF	0022-801-4206-41100	1,184.25	TRAFFIC SIGNALS MAINTENANCE	18-0111	318364	
	0022-801-4206-41100	587.55	TRAFFIC SIGNALS MAINTENANCE	18-0111	318364	
	0022-801-4206-41100	507.12	TRAFFIC SIGNALS MAINTENANCE	18-0111	318364	
	0022-801-4206-41100	473.76	TRAFFIC SIGNALS MAINTENANCE	18-0111	318364	2,752.68

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LOS ANGELES TIMES	0010-801-3113-22600	43.72	SUBSCRIPTION		318365	43.72
LUCS CONSTRUCTION LLC	0010-701-0010-02010	147.00	REFUND BUSINESS LICENSE		318366	147.00
MALWAREBYTES	0010-801-1404-38400	816.20	ANTISPYWARE SUBSCRIPTION		318367	2,448.60
	0043-801-1404-38400	816.20	ANTISPYWARE SUBSCRIPTION		318367	
	0092-801-1404-38400	816.20	ANTISPYWARE SUBSCRIPTION		318367	
DAVID MARQUARDT	0010-801-1801-39400	1,350.00	TUITION REIMBURSEMENT		318368	1,350.00
MATTHEW GEIGER (DBA) FSP DESIGNS	0010-801-6502-22310	559.55	RECREATION UNIFORMS		318369	559.55
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	38.28	TUBINGS, COMPRESSION TUBE	18-0226	318370	934.15
	0092-801-4222-23400	259.29	FUSE PULLER	18-0226	318370	
	0092-801-4222-23700	136.30	PRESSURE GAUGE, CUPS	18-0226	318370	
	0092-801-4222-23700	32.87	WATER TUBING, COP TUBS	18-0226	318370	
	0092-801-4222-23700	46.76	HOSE, PRESSURE GAUGE	18-0226	318370	
	0092-801-4222-23700	88.36	RAGS	18-0226	318370	
	0092-801-4222-23700	96.18	SS WASHERS, HEX NUT, O-RING	18-0226	318370	
	0092-801-4222-23700	236.11	SS CARRIAGE BOLTS	18-0226	318370	
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4222-31950	1,031.69	ALARM SERVICES		318371	1,676.50
	0092-801-4222-31950	644.81	ALARM SERVICES		318371	
ALEX J. MENA	0136-801-3101-33250	90.00	POST TRAINING		318372	90.00
MERCEDES SORIANO	0159-801-6507-31930	1,144.50	INSTRUCTOR-RECREATION CLASS		318373	1,144.50

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MISSION SUPER HARDWARE	0010-801-6517-23050	35.25	FLAT WASH,FIN HX	18-0185	318374	
	0010-801-3210-38100	32.39	COLOR SAMPLE,ROLLER FRAME	18-0214	318374	67.64
PETER MORRIS	0159-801-6507-31930	26.65	INSTRUCTOR-RECREATION CLASS		318375	26.65
	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318376	83.66
MYERS AND SONS HIGHWAY SAFETY	0360-801-3102-11400	1,734.95	TRAFFIC SIGNS AND CONES		318377	1,734.95
NAVARRO'S TOWING	0060-801-4211-38400	110.00	TOWING SERVICES-UNIT 048		318378	
	0060-801-4211-38400	110.00	TOWING SERVICES-UNIT 024		318378	
	0060-801-4211-38400	110.00	TOWING SERVICES-UNIT 990		318378	
	0060-801-4211-38400	75.00	TOWING SERVICES-UNIT 047		318378	
	0060-801-4211-38400	150.00	TOWING SERVICES-UNIT 047		318378	555.00
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	35.41	EOC PHONE SERVICE		318379	35.41
NORMAN A TRAUB ASSOCIATES	0010-801-1801-31955	2,567.94	INVESTIGATIVE SERVICE		318380	2,567.94
O'REILLY AUTO PARTS	0060-801-4211-23500	293.42	RADIATOR-UNIT 025	18-0126	318381	
	0060-801-4211-23500	5.21	GASKET-UNIT 052	18-0126	318381	298.63
OFFICE DEPOT INC.	0010-801-3114-21350	41.12	PLANTRONICES EAR CUSHION		318382	
	0010-801-3114-21350	17.51	METAL SIGN		318382	
	0010-801-3210-21300	56.40	COPY PAPER,CLIP,LEGAL PADS	18-0211	318382	
	0010-801-3210-21300	45.99	COPY PAPER,HIGH LIGHTERS	18-0211	318382	
	0010-801-3210-21350	101.69	INK CARTRIDGE	18-0211	318382	
	0010-801-3210-21350	379.26	TONER CARTRIDGE	18-0211	318382	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3114-21350	14.10	FOLDER		318382	
	0010-801-3114-21350	37.74	REPORT COVER		318382	
	0010-801-3114-21350	100.44	PAPER,REPORT COVER		318382	
	0010-801-3114-21350	31.74	FOLDER		318382	
	0010-801-3114-21350	31.74	FOLDER-CREDIT		318382	
	0010-801-3114-21350	734.62	PAPER, INK, TONER, MARKER, TAPE		318382	
	0010-801-3114-21350	373.96	FOLDER		318382	
	0010-801-3102-24100	29.55	DESK FAN		318382	
	0010-801-3102-24100	354.75	CAMERA		318382	
	0010-801-6508-39250	500.00	TONER, PEN, CLIPS HIGHLIGHTER		318382	
	0010-801-6508-21350	500.00	ORGANIZER, CALCULATOR, MOUSE PAD		318382	
	0010-801-6508-21250	49.24	ORGANIZER, CALCULATOR, MOUSE PAD		318382	
	0010-801-6508-39250	8.81	SHEET PROTECTOR-CREDIT		318382	
	0010-801-6508-21250	6.56	STICK PEN		318382	
	0010-801-6508-21250	7.65	GEL PEN		318382	
	0010-801-6508-21250	21.63	CALENDAR		318382	
	0010-801-6508-21250	8.75	NOTE PAD		318382	
	0010-801-6508-21250	10.47	SHEET PROTECTOR		318382	
						3,382.62
ORANGE COUNTY RANGE STORE, LLC	0010-801-3101-22750	374.94	BOOKS FOR RECRUITS		318383	
						374.94
ORANGE COUNTY SHERIFF'S DEPT	0136-801-3101-33250	80.00	POST TRAINING		318384	
						80.00
PITNEY BOWES GLOBAL FINANCIAL SERV	0092-801-1408-37500	1,217.31	MAIL MACHINES RENTAL		318385	
						1,217.31
PLUMBERS DEPOT INC	0042-801-4204-23700	3,190.83	RECYCLED WATER PULLER	18-0086	318386	
						3,190.83
PROGRESS PRINTERS	0010-801-1403-22750	617.31	ENVELOPES		318387	
	0010-801-1406-21250	409.88	ENVELOPES		318387	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PROGRESS PRINTERS	0010-801-1406-21350	207.42	ENVELOPES		318387	1,234.61
PROSOURCE FACILITY SUPPLY	0092-801-1407-38250	798.26	TISSUE,HAND SOAP,TOWELS		318388	798.26
R DEPENDABLE CONST. INC	0010-801-5004-96069	2,752.46	YARD LOCKER, LANGLEY RESTROOM	18-0277	318389	11,944.20
	0010-801-5004-96046	9,191.74	YARD LOCKER, LANGLEY RESTROOM	18-0277	318389	
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	452.00	POST TRAINING		318390	452.00
RKA CONSULTING GROUP	0010-850-5002-96093	70.00	POTRERO GRANDE BEAUTIFICATION	17-0407	318391	70.00
ROBERTSON'S	0110-801-4202-23600	131.74	CONCRETE	18-0165	318392	649.72
	0110-801-4202-23600	517.98	CONCRETE		318392	
SA ASSOCIATES	0010-801-4212-31500	3,724.75	PHOTOVOLTAIC SYSTEMS	18-0265	318393	18,106.75
	0010-801-4212-31500	14,382.00	CONSTRUCTION INSPECTOR	18-0335	318393	
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	450.00	PSYCHOLOGICAL EVALUATION		318394	450.00
JAY SIMPER	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318395	167.66
	0159-801-6507-31930	84.00	INSTRUCTOR-RECREATION CLASS		318395	
SMART & FINAL #321	0010-801-3210-22750	93.75	WATER CACHE		318396	93.75
SNAP-ON INDUSTRIAL, A DIVISION OF J	0060-801-4211-38400	113.78	SHOP TOOLS	18-0133	897 *	259.84
	0060-801-4211-38400	113.02	SHOP TOOLS	18-0133	897 *	
	0060-801-4211-38400	33.04	SHOP TOOLS	18-0133	897 *	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SOUTHERN CALIFORNIA GAS COMPANY	0109-801-5002-96067	5,931.00	CST SERVICE FEE	18-0323	318397	
	0165-801-5002-96067	5,931.00	CST SERVICE FEE	18-0323	318397	
	0109-801-5002-96067	2,757.00	CST MAINTENANCE FEE	18-0323	318397	14,619.00
SOUTHERN CALIFORNIA MUNICIPAL	0010-801-6502-31150	70.00	RECREATION MEMBERSHIP		318398	70.00
STATUS ONE MEDICAL INC	0010-801-1802-22750	49.38	FIRST AID SUPPLIES		318399	49.38
SUN DYNAMICS ELECTRIC INC.	0010-701-0010-06100	492.06	REFUND BUILDING PLAN CHECK FEE		318400	
	0010-701-0010-06330	124.75	REFUND BUILDING PLAN CHECK FEE		318400	
	0010-701-0010-02500	646.55	REFUND BUILDING PLAN CHECK FEE		318400	1,263.36
SUPER PRINT LITHOGRAPHICS INC	0010-801-1703-39250	365.00	AGENCY APPROVAL		318401	365.00
T & G GLOBAL LLC DBA ST. NICK'S COM	0075-450-0075-08915	4,345.00	HOLIDAY TREE AND DECOR (TRUST)	18-0372	318402	4,345.00
PETER THAI	0159-801-6507-31930	142.50	INSTRUCTOR-RECREATION CLASS		318403	142.50
LILY THATCHER	0159-801-6507-31930	53.30	INSTRUCTOR-RECREATION CLASS		318404	53.30
	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318405	83.66
TOM'S CLOTHING & UNIFORMS INC	0010-801-6517-22310	38.33	UNIFORMS-M PEREZ		318406	
	0010-801-6517-22310	154.40	UNIFORMS-M PEREZ		318406	
	0010-801-6517-22310	49.28	UNIFORMS-M RAMIREZ		318406	242.01
LAURA R. TORRES-HOAGLAND	0159-801-6507-31930	66.30	INSTRUCTOR-RECREATION CLASS		318407	66.30

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAURA R. TORRES-HOAGLAND	0075-450-0075-08350	131.14	REFUND HUB INSURANCE (TRUST)		318408	131.14
TRANSTECH	0010-801-6503-38200	1,190.00	BARNES POOL PUMP REPLACEMENT		318409	1,190.00
LAURINDA SU TRUONG	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318410	83.66
DOROTHY TSU	0159-801-6507-31930	157.95	INSTRUCTOR-RECREATION CLASS		318411	157.95
	0075-450-0075-08350	83.66	REFUND HUB INSURANCE (TRUST)		318412	83.66
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-22300	262.37	YIELD QWIK STIKS		318413	262.37
VALLEY MAINTENANCE CORP.	0010-801-6517-38250	4,300.00	PARKS JANITORIAL SERVICES	18-0180	318414	4,300.00
VCA CODE GROUP	0010-801-1703-31950	380.00	PLAN CHECK SERVICE		318415	380.00
BEATRIZ VELAZQUEZ	0010-801-3101-22750	306.01	POLICE TRAINING		318416	306.01
VINNIE'S PORTABLE WELDING	0093-801-4230-23300	1,430.00	WATER WELDING SERVICES		318417	1,430.00
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	351.68	LIGHT FIXTURES	18-0137	318418	701.93
	0010-801-4210-23400	350.25	LIGHT FIXTURES	18-0137	318418	
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	17.49	COOLANT HOSE-UNIT 930	18-0125	898 *	
	0060-801-4211-23500	31.22	COOLANT HOUSING-UNIT 930	18-0125	898 *	
	0060-801-4211-23500	4.84	WHEEL STUD,NUT-UNIT 930	18-0125	898 *	
	0060-801-4211-23500	201.31	BATTERIES	18-0125	898 *	
	0060-801-4211-23500	226.98	HUB ASSY,FRT SENSOR-UNIT 930	18-0125	898 *	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	11.72	WHEEL NUT-UNIT 930	18-0125	898 *	
	0060-801-4211-23500	78.12	STABILIZER END-UNIT 023	18-0125	898 *	
	0060-801-4211-23500	21.36	THERMOSTAT-UNIT 025	18-0125	898 *	
	0060-801-4211-23500	34.13	ENGINE BELT-UNIT 865	18-0125	898 *	
	0060-801-4211-23500	17.43	POWER STEERING-UNIT 865	18-0125	898 *	
	0060-801-4211-23500	26.28-	BATTERY-CREDIT	18-0125	898 *	
	0060-801-4211-23500	100.66-	BATTERY-CREDIT	18-0125	898 *	517.66
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	40,247.00	TREE MAINTENANCE SERVICES	18-0179	318419	40,247.00
WESTERN WATER WORKS SUPPLY CO.	0093-801-4230-23300	647.15	DELTA-BUTTERFLY VALVE		318420	647.15
WITTMAN ENTERPRISES	0010-801-3220-31400	5,280.00	AMBULANCE BILLING SERVICES	18-0106	318421	5,280.00
WONDRIES AUTOMOTIVE INC DBA KIA OF	0060-801-4211-23500	172.35	GASKET,SEALS-UNIT 052		318422	
	0060-801-4211-23500	6.63	O RING-UNIT 052		318422	178.98
RICKY WONG	0159-801-6507-31930	143.00	INSTRUCTOR-RECREATION CLASS		318423	
	0159-801-6507-31930	272.80	INSTRUCTOR-RECREATION CLASS		318423	415.80
THOMAS WONG	0159-801-6507-31930	672.00	INSTRUCTOR-RECREATION CLASS		318424	672.00
GUOTAO ZENG	0010-801-3103-22310	82.80	UNIFORM REIMBURSEMENT		318425	82.80
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	1,314.66	ECG CABLE,SENSOR		318426	1,314.66

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOTAL FOR REGULAR WARRANTS						677,914.65
	PRINTED	667,592.92				
	E-PAYABLE	10,321.73				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018

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TOTAL FOR PREPAID WARRANTS	77,886.62
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	667,592.92
TOTAL FOR PRINTED E-PAYABLES	10,321.73
TOTAL WARRANTS	755,801.27
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	47
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	140
TOTAL E-PAYABLES PRINTED	14
TOTAL CHECKS ISSUED	201

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/21/2018
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	43,283.04	376,012.23	419,295.27
0012	RETIREMENT FUND	0.00	2,545.00	2,545.00
0022	STATE GAS TAX FUND	1,834.48	34,292.82	36,127.30
0042	SEWER FUND	1,420.00	3,190.83	4,610.83
0043	REFUSE FUND	107.84	5,827.41	5,935.25
0060	CITY SHOP FUND	0.00	20,092.10	20,092.10
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	255.00	255.00
0065	PAYROLL CLEARING ACCOUNT	576.00	0.00	576.00
0075	SPECIAL DEPOSITS FUND	3,725.87	4,978.10	8,703.97
0080	WORKERS COMP FUND	0.00	6,229.00	6,229.00
0092	WATER FUND	20,067.20	17,637.60	37,704.80
0093	WATER TREATMENT WQA-EPA FUND	0.00	161,615.41	161,615.41
0109	OPA PROPOSITION A	954.36	9,673.10	10,627.46
0110	MEASURE R FUND	0.00	1,987.93	1,987.93
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0132	STC STANDARDS/TRAINING/CORREC	1,840.92	0.00	1,840.92
0136	POST	1,836.00	802.00	2,638.00
0152	HOME HOUSING PROGRAM	0.00	350.00	350.00
0159	RECREATION FUND	0.00	10,520.25	10,520.25
0160	ASSET FORFEITURE	1,636.70	10,250.00	11,886.70
0165	AIR QUALITY IMPROVEMENT FUND	0.00	5,931.00	5,931.00
0169	CDBG FUND	85.46	0.00	85.46
0176	MAINTENANCE DISTRICT 93-1	0.00	2,294.92	2,294.92
0184	USED OIL RECYCLING BLOCK GRANT	0.00	616.67	616.67
0344	MAINTENANCE GRANT (075)	0.00	225.00	225.00
0349	ELAC INSTRUCTIONAL SERV PROG	462.73	0.00	462.73
0360	SELECTIVE TRAFFIC ENFORCE (4)	0.00	1,734.95	1,734.95
0454	LIBRARY PASSPORT TRUST GRANT	56.02	0.00	56.02

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 03/21/2018
 FUND SUMMARY

35

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	77,886.62	677,914.65	755,801.27



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-B.**

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – February 2018

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

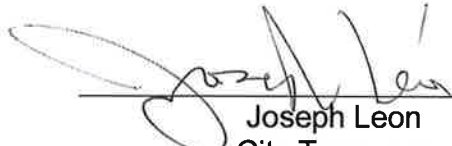
EXECUTIVE SUMMARY:

As of February 28, 2018 invested funds for the City of Monterey Park is \$83,854,387.88.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:



Joseph Leon
City Treasurer

Prepared by:



Annie Yaung, CPFO
Director of Management Services

Approved by:



Ron Bow
City Manager

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF FEBRUARY 28, 2018**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 2/28/18

\$ 83,854,387.88

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)	ON DEMAND	1.540%	<u>\$ 68,238,626.14</u>
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(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	1.380%	<u>\$ 5,322,761.74</u>
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	Purchase Date	Maturity Date	Interest Rate	
(3) <u>CERTIFICATES OF DEPOSIT</u>				
ASIAN PACIFIC NATIONAL BANK	03/03/17	09/04/18	1.25%	200,000
CATHAY BANK	08/14/16	08/14/18	1.20%	100,000
PACIFIC PREMIER BANK	02/28/18	02/28/18	2.10%	245,000
PREFERRED BANK	06/06/17	06/06/18	1.25%	100,000
PREFERRED BANK	03/03/17	03/03/18	1.25%	140,000
ROYAL BUSINESS BANK	06/23/17	06/23/18	1.30%	250,000
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%	238,000
BMW BK NORTH AMERICA	09/21/17	03/16/20	1.85%	245,000
SALLIE MAE BANK	10/07/15	10/09/18	1.65%	245,000
GOLDMAN SACHS BANK	10/18/17	10/19/20	1.95%	245,000
CAPITAL ONE NATL BANK	10/25/17	10/26/20	2.00%	245,000
MEDALLION BANK	10/26/15	04/26/18	1.25%	245,000
WEBBANK	10/30/15	07/30/18	1.25%	245,000
WELLS FARGO BANK	11/12/15	11/13/18	1.40%	245,000
COMPASS BANK	12/29/17	12/28/18	1.75%	200,000
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%	245,000
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%	245,000
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%	245,000
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%	245,000
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%	245,000
WHITNEY BANK	01/25/17	01/25/19	1.55%	245,000
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%	245,000
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%	245,000
AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%	245,000
LAKE SIDE BANK CHICAGO	05/10/17	05/11/20	1.65%	245,000
BANK OF HOPE	05/26/17	11/26/19	1.70%	245,000
WEX BANK	06/02/17	06/02/20	1.80%	245,000
BROOKLINE BANK	06/29/17	06/28/19	1.65%	245,000
MB FINANCIAL BANK	08/24/17	02/24/20	1.75%	245,000
DISCOVER BANK	09/01/17	09/01/20	1.90%	245,000
ALLY BANK MIDVALE	10/06/17	10/05/20	1.95%	245,000
FIRST TECH FEDERAL CREDIT UNION	10/16/17	10/16/19	1.80%	245,000
DIRECT CFED CREDIT UNION	11/22/17	11/23/20	2.00%	245,000
GRAND RIVER BANK	11/28/17	05/28/20	1.80%	245,000
MORGAN STANLEY BANK	11/30/17	12/02/19	1.90%	245,000
NATIONWIDE BANK	11/30/17	08/31/20	2.00%	245,000
FIRST FED SAVINGS & LOAN	12/22/17	12/20/19	2.05%	245,000
THIRD FED SAVINGS & LOAN	12/21/17	12/21/20	2.10%	245,000
MORGAN STANLEY	12/28/17	12/30/19	2.05%	245,000
EVERBANK	01/02/18	09/16/19	1.93%	245,000
SAFRA NATIONAL BANK	01/18/18	04/15/18	1.80%	245,000
BANKUNITED NA	02/09/18	02/10/20	2.20%	245,000
INFINITY FCU	02/12/18	02/12/19	1.90%	245,000
POST OAK BANK	02/21/18	08/21/19	2.05%	245,000
TOTAL CDs (44)		Average	1.679%	<u>\$ 10,293,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾

\$ 6,176,876.58

AVERAGE MATURITY DAYS

59

AVERAGE INTEREST RATE FOR THE MONTH

1.547%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

INTEREST EARNINGS FOR 2ND QUARTER 2017-2018

\$289,324.49

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

3-MONTH T-BILL

1.57%

(1) Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF JANUARY 31, 2018

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 1/31/18		
At Cost	\$ 31,459,672,983	\$ 165,251,813
At Market	\$ 31,070,105,460	\$ 161,937,717
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	12.24%	30.25%
United States Government and Agency Obligations	60.88%	41.24%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	26.75%	0.00%
Municipal Obligations	0.05%	2.45%
Corporate and Deposit Notes	0.08%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	26.06%
1-60 days	37.94%	
61 days-1 year	15.85%	41.47%
Over 1 year	46.21%	58.53%
Weighted Average Days to Maturity	585	



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-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 February 21, 2018; 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:



Jesus Hernandez
Minutes Clerk

Approved By:



Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
FEBUARY 21, 2018**

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, February 21, 2018 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 Lam called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

ROLL CALL:

Deputy City Clerk Cindy Trang called the roll:

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

Council Members Absent: None

ALSO PRESENT: 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, Director of Public Works Mark McAvoy, Interim Director of Recreation & Community Services Robert Aguirre, Fire Division Chief Mark Khail, Fire Division Chief Ken Leasure, Fire Captain Justin Birrell, Fire Capitan Steve Gregg, Public Works Maintenance Manager Tito Haes, Code Enforcement Officer William Stecyk

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Shannon Asquith, Manager for the Animal Care Center in Downey, showcased one of their cats available for adoption.
- Arthur Fong relayed his concerns on what he read, in the newspaper, regarding a Council Member allegedly colluding with the police.

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

- Delaro Robinson voiced his concerns about an article he read in the Pasadena Star News, where a Council Member was mentioned.

1. PRESENTATIONS

1A. INTRODUCTION OF NEW PUBLIC WORKS DIRECTOR, MARK MCAVOY

City Manager Bow introduced Mark McAvoy, the new Public Works Director. Public Works Director McAvoy briefly introduced himself along with his experience and goals for the city.

1B. OVERVIEW OF COMMUNITY AND CITY EMERGENCY PREPAREDNESS PROGRAMS

The Fire Department made a presentation about the Community Emergency Response Team (CERT), Community Training, Vial of Life, and the Community Preparedness Guide.

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

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF FEBRUARY 21, 2018

See Successor Agency Minutes

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - JANUARY 2018

See Successor Agency Minutes

2C. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency Minutes

This is the end of Successor Agency (SA) items

3. CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3A-3F.

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council approved and adopted Item Nos. 3A, 3C, and 3F, expect for Items Nos. 3B, 3D, and 3E which were pulled for discussion and separate motions, and reading resolutions and ordinances by the title only and waiving further reading thereof. Council Member Ing abstained on Item No. 3C, as he was absent for those meetings.

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

Ayes:	Council Members:	Real Sebastian, Ing, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	Ing on Item No. 3C

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF FEBRUARY 21, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 317891-318034 and e-Payables numbered 000863-000869.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11990 allowing certain claims and demands per Warrant Register dated February 21, 2018 totaling \$1,336,193.80 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11990, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 21ST DAY OF FEBRUARY 2018 TOTALING \$1,336,193.80 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. MONTHLY INVESTMENT REPORT - JANUARY 2018

As of January 31, 2018 invested funds for the City of Monterey Park is \$85,609,387.88.

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

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

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

3C. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of January 17, 2018 and the special meeting of January 17, 2018.

Action Taken: The City Council approved the minutes from the regular meeting of January 17, 2018 and the special meeting of January 17, 2018 on Consent Calendar. Council Member Ing abstained, as he was absent for those meetings.

3D. REQUEST FOR SALARY RATES AND BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES

The City Council appointed the City Attorney and Assistant City Attorney to negotiate with the executive management employees as to benefits. The City employs eight department directors who are not represented by a bargaining unit. Benefits approved through the draft resolution, attached to the staff report, also affect the employment agreements with the City Manager and the Police Chief. If adopted, the salary adjustment would be retroactively effective to February 1, 2018. All other benefit adjustments are effective March 1, 2018.

Action Taken: The City Council adopted Resolution No. 11991 fixing the salary rates and benefits for the Executive Management Employees as amended on Section No. 7, as stated, "Executive management team employees shall not be eligible for bachelor degree incentive pay, and in the event that an employee chooses to leave within the 6 months of receiving educational reimbursement, the money paid to the employee will be reimburse to the city."

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

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

Resolution No. 11991, entitled:

A RESOLUTION FIXING THE SALARY RATES AND BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES

3E. PURCHASE 2018 BMW R2100 RTP POLICE MOTORCYCLE

The 2017-18 budget includes the replacement of one police motorcycle for the Police Department. Staff researched optional motorcycles and determined the BMW R1200 RTP Police Motorcycle is the best replacement choice that meets the Police Department's needs. As such, staff recommends the purchase of one 2018 BMW R1200 RTP Police Motorcycle.

Action Taken: The City Council waived bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorized the City Manager to execute a contract with Long Beach BMW in a form approved by the City Attorney, not to exceed \$30,000 for the purchase of one 2018 BMW R1200 RTP Police Motorcycle.

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

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

RECESSED AND RECONVENED

The City Council recessed at 8:52 p.m. and reconvened with all council members present at 9:01 p.m.

3F. DECLARATION OF SURPLUS PROPERTY

At the February 7, 2018 City Council meeting the City Council approved a staff report to allow the Police Department to purchase new handguns. Included with the staff report was a resolution to declare the department's current weapons as surplus property. The list of the equipment to be declared surplus was not attached to the resolution. Attached to the staff report is the resolution along with the property list.

Action Taken: The City Council approved Resolution No. 11989 declaring the Glock 22 and Glock 27 handguns currently owned by the police department as surplus property in accordance with Government Code § 37350 on Consent Calendar.

Resolution No. 11989, entitled:

A RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SUCH PROPERTY BY SALE, DONATION, OR OTHER MEANS

4. PUBLIC HEARING

4A. ANNUAL WEED ABATEMENT PROTEST HEARING (PUBLIC HEARING)

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures has submitted to the City the annual Weed Abatement Declaration List and resolution declaring that weeds, brush, rubbish, refuse, and dirt maintained on certain private properties in the City, are a public nuisance. At the regular City Council meeting on February 7, 2018, the Council adopted Resolution No. 11987 approving the 2018 Weed Abatement Declaration List as posted by the County. By adopting the resolution, the Council declared its intention to provide for the abatement of said public nuisances. To complete the process, the Council must hold a protest hearing to allow parcel owners whose parcels are included on the Declaration List an opportunity to challenge their parcels inclusion on the Weed Abatement Declaration List.

Public Speakers:

- Raymond Smith, Bureau Chief for the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures, was available for questions.

Action Taken: The City Council opened the public hearing at 9:01 p.m., received public comment, close the public hearing at 9:03 p.m.; any complaints received from parcel owners will be referred to L.A. County for follow-up and City staff will monitor the status of any complaints.

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

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

5. OLD BUSINESS

None.

6. NEW BUSINESS

6A. AUTHORIZE PARTICIPATION IN THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC)'S 2017 LOCAL GOVERNMENT PARTNERSHIP PROGRAM AND SUBMITTAL OF PROJECT AND APPLICATION FOR CLEAN TRANSPORTATION FUNDING FROM THE MSRC

The City of Monterey Park is eligible for Clean Transportation Funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC). The MSRC has a reserved funding amount of \$80,240 for the City of Monterey Park to partner with in reducing motor vehicle air pollution through the Local Government Partnership Program. The City is currently receiving AB 2766 Subvention Funds and eligible to participate in the MSRC's 2017 Local Government Partnership Program.

In order to receive the MSRC Clean Transportation funding, the City Council must authorize participation in the 2017 Local Government Partnership Program, approve the proposed project, allocate the necessary matching funds, acknowledge the MSRC-supplied presentation materials, and submit an online application by March 2, 2018.

Direction: Council Member Real Sebastian directed staff to contact Metro and the County of Los Angeles to see if they can help match funds for a new Sprit Bus, because both Metro and the County will be indirectly affected by this project, if the city chooses to develop a bus route that will go into East Los Angeles. Council Member Ing directed the City Attorney to research if there will be any liabilities, for the city, once the Spirit bus leaves the City boundaries. Council Member Liang directed staff to come back to Council and bring back the finalized bus route once it is developed.

Action Taken: The City Council (1) authorized the City Manager, or designee, to participate in the MSRC's 2017 Local Government Partnership Program and submit an online application; (2) approved proposed project eligible for MSRC Clean Transportation Funds; and (3) received the reserved MSRC Clean Transportation funding amount up to \$80,240 and allocate the necessary matching funds.

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

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

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Mayor Pro Tem Chan asked staff to bring back the item regarding curb addressing.

Council Member Liang had nothing to report.

Council Member Ing announced that he attended a Reagan Forum in where the Canadian Prime Minister, Justin Trudeau, delivered a Reagan Forum Address at the Reagan Library.

Council Member Real Sebastian relayed her concerns about the Federal Aviation Administration (FAA) not responding or addressing the issues of the Los Angeles International Airport (LAX) Noise Roundtable. She requested staff to bring back a report to Council regarding the cities abilities to communicate with the FAA. She announced that she attended a meeting held by the San Gabriel Valley Council of Governments.

Mayor Lam reported that he attended the Chinese New Year Gala at the Capital Seafood Restaurant, presented by the Greater Monterey Park Chamber of Commerce.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:40 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-D.**

TO: The Honorable Mayor and City Council
FROM: Natalie C. Karpeles, Deputy City Attorney
SUBJECT: Second Reading and Adoption: Code Enforcement updates including amendments to Neighborhood Preservation regulations for cost recovery.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving second and enact an ordinance amending the Monterey Park Municipal Code regulations regarding recovering costs for second responses to unruly gatherings and recurring nuisances, and creating a private right of action for violations of the City's boarding house regulations; and
2. Take such additional, related, action that may be desirable.

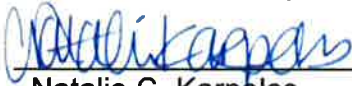
CEQA:

The ordinance and resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because they consist only of revisions and clarifications to existing public nuisance codes and procedures related to such codes. Adopting the ordinance or resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings. Adopting the ordinance and resolution are actions being taken for enhanced protection of the environment.

SUMMARY:

The first reading of the Ordinance occurred at the March 7, 2018 City Council meeting. The Ordinance is ready for its second reading and adoption by the City Council. (Attachment 1.) A copy of the staff report from the March 7, 2018 meeting is attached hereto for reference. (Attachment 2.)

Respectfully submitted by:



Natalie C. Karpeles,
Deputy City Attorney

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Ordinance
2. Staff Report from the March 7, 2018 City Council Meeting

Attachment 1: Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.52; ADDING A NEW CHAPTER 4.40 ENTITLED "ENFORCEMENT AND RESPONSE COST RECOVERY"; REPEALING SECTION 12 OF ORDINANCE NO. 2118 AND ADDING A NEW SECTION 4.30.200 TO CREATE A PRIVATE RIGHT OF ACTION FOR ABATING UNLAWFUL BOARDING HOUSES.

The city council of the city of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and determines as follows:

- A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations;
- B. Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance;
- C. The City's ability to abate public nuisances through its police powers is well-established (see, e.g., Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774);
- D. City's ability to recover its nuisance abatement costs through local regulations, including, without limitation, reasonable attorney's fees, is also recognized (see *City of Santa Paula v. Narula* (2003) 114 Cal.App.4th 485, *reh'g. den.* 2004; *City of Flagstaff v. Atchison, Topeka and Santa Fe Railway Co.* (9th Cir. 1983) 719 F.2d 322, 324);
- E. Code of Civil Procedure § 731 permits civil actions to be brought in the name of the people of the state of California to abate public nuisances; and
- F. A review of the Monterey Park Municipal Code ("MPMC") shows that it is desirable to update regulations prohibiting unruly gatherings and second response calls for disturbances, and to reorganize the provisions of the code concerning nuisances in order to make them easier to understand.
- G. It is in the public interest for the City Council to adopt this Ordinance to deter unruly gatherings; protect minors and other young adults; preserve

public health, safety, and welfare; and ensure that the public can recover costs associated with abating unruly gatherings. Nothing contained in this Ordinance is intended to, nor will it, interfere with any California law provision that regulates activities identified by this Ordinance; it is intended only to enact measures that are different from, or supplement, California law to further restrict acts associated with unruly gatherings.

- H. Therefore, the council further finds that it is in the best interest of the public safety, welfare, and convenience of the city, as well as in fairness to its citizens, to require those persons whose conduct requires utilizing the additional police services, and those persons who permit such conduct to occur on premises under their control, to partially defray the city's expense for providing the same.

SECTION 2: Chapter 9.52 of the Monterey Park Municipal Code, entitled "Second Response Calls," is repealed. All provisions of the Monterey Park Municipal Code referring to Chapter 9.52 are changed to refer to Chapter 4.40.

SECTION 3: A new Chapter 4.40 entitled "Enforcement and Response Cost Recovery," consisting of § 4.40.010 to §4.40.210 is added to the Monterey Park Municipal Code to read as follows:

"CHAPTER 4.40: ENFORCEMENT AND RESPONSE COST RECOVERY

4.40.010 FINDINGS; PURPOSE.

- A. Loud and unruly social gatherings frequently become public nuisances since they interfere with the comfortable enjoyment of life, property, and threaten public safety. All such activities detrimentally affect the neighborhoods that surround these nuisances.
- B. Supplying alcoholic beverages to persons under 21, or possession and consumption of alcoholic beverages by persons under 21, is unlawful (see, e.g., Business and Professions Code §§ 25658, 25662).
- C. Frequently these unruly gatherings create opportunities for underage persons and minors to obtain alcoholic beverages. Hosts of such nuisances often know, or should know, that illegal consumption of alcohol occurs during the unruly gatherings, but fail to take any reasonable measures to prevent such illegal activity.
- D. The City's has, both now and in the past, responded to code violations

multiple times for enforcement actions. In addition, the City's other Departments, including the Fire Department and Public Works Department, have responded to code violations in order to, without limitation, assist with enforcement actions, repair damage to public facilities, treat participants in unruly events, or engage in fire suppression activities. A disproportionately higher level of public services is provided to enforcement actions as compared to the City's general need for public services.

- E. In addition, the public services required for responding to incidents that occur as a consequence of unruly gatherings (for example, driving while intoxicated, increased social violence, and incidents of sexual assault) are also disproportionately greater than what is generally required within the City's jurisdiction.
- F. There exists and has existed an increasing trend toward disturbances both at rental facilities and private homes within the city. Such incidents on many occasions disturb the public peace, safety, and welfare thereby requiring a disproportionately higher level of public services as compared to the City's general need for public services.
- G. Such threats to public health, safety, and welfare constitute a clear and present danger to public order and safety and are not protected by any provision of the California or United States Constitutions.
- H. It is in the public interest to establish procedures for recovering costs incurred by the city when enforcing any provision of this code through inspections, nuisance abatement, or other, similar, administrative or judicial means.

4.40.020 PROCEDURES MANDATORY.

An enforcement officer must comply with the procedures set forth in this chapter in order to collect enforcement and response costs from a responsible party.

4.40.030 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:

- A. "Alcohol" has the same meaning as set forth in Business and Professions Code § 23003.

- B. "Alcoholic beverage" has the same meaning as set forth in Business and Professions Code § 23004.
- C. "Code Violation" means any violation of this Code or any federal, state, or local law that the city may enforce pursuant to the city council's legislative action or any other provision of law for which the city may recover its response costs. This term will include both singular and plural.
- D. "Controlled Substance" means any drug, substance, or immediate precursor, as listed in the Uniform Controlled Substances Act (Health and Safety Code §§ 11000, *et seq.*).
- E. "Director" means the city manager, or designee.
- F. "Disturbance" means a threat to public peace, health, safety and welfare, including but not limited to the following:
 - 1. Disturbing the peace in violation of California Penal Code § 415;
 - 2. Disorderly conduct in violation of California Penal Code § 647;
 - 3. Brandishing a weapon in violation of California Penal Code § 417;
 - 4. Assault and/or battery in violation of California Penal Code §§ 240 and 242;
 - 5. Assault with a deadly weapon in violation of California Penal Code § 245;
 - 6. Riot in violation of California Penal Code § 404 or riot in violation of California Penal Code § 406; and
 - 7. Unlawful assembly in violation of California Penal Code § 407.
- G. "Enforcement Action" means any action taken to correct a code violation including, without limitation, an unruly gathering or disturbance.
- H. "Enforcement Officer" has the same meaning as in Section 4.20.030.
- I. "Hearing officer" means a third-party, independent, hearing officer appointed by the Director.

- J. "Illegal Drug Activity" means a violation of any of the provisions Health and Safety Code § 11350, *et seq.* or Health and Safety Code § 11400, *et seq.*, and any successor statutes or regulations.
- K. "Incidental expenses" include, without limitation, actual expenses, city administrative costs and other costs of the city of all previous code enforcement efforts, the preparation of the abatement work specifications, contracts, and staff time in inspecting the work, as well as the costs of printing, posting and mailings required by this chapter.
- L. "Minor" means, except as otherwise provided, a person under 21 years of age.
- M. "Premises" means any unimproved or improved real property, including, without limitation, dwelling units, rental units, garage facilities, streets, alleyways, stairwells, elevators, and, as the context permits or requires, any public or private property which is abuts any of such areas.
- N. "Rental Unit" includes
1. Any dwelling unit as defined in this Code including, without limitation, any single and multi-family residence, duplex, or condominium, boarding house, or residential care facility located in the City;
 2. Any hotel or motel room;
 3. Any assembly hall;
 4. Any mobile home, whether rent is paid for the mobile home, the land upon which the mobile home is located, or both; and
 5. Any recreational vehicle, as defined in Civil Code § 799.29 and Health and Safety Code § 18010, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreation vehicle, the land upon which it is located, or both.
- O. "Reinspection Date" means the date on or after which an enforcement officer conducts an inspection to verify correction of a code violation.
- P. "Repeat Offender" means a responsible person who, following a written notice of violation pursuant to section 4.40.070, repeatedly violates the same code provision(s) identified in the notice.

- Q. "Response costs" means the cost associated with responses by law enforcement, fire, and other public services (for example, public works or building safety) to enforcement actions including, without limitation:
1. Salaries and benefits of personnel for the amount of time spent responding to, remaining at, or otherwise addressing enforcement actions and the administrative costs attributable to such response(s);
 2. The cost of any medical treatment to or for any personnel injured responding to, remaining at or leaving an enforcement action;
 3. Actual cost of preparing notices, correspondence, specifications, and contracts;
 4. Personnel costs incurred for property inspections. Such costs will be calculated at an hourly rate based on a schedule established by city council resolution;
 6. The cost of printing and mailing;
 7. Costs related to inspection warrants;
 8. Costs related to office hearings and administrative adjudications;
 9. Attorney's fees expended in enforcement actions including, without limitation, any action to recover response costs pursuant to this chapter;
 10. All costs or expenses for which the city may be liable under state law arising from or related to an enforcement action;
 11. The cost of repairing any City equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving enforcement actions; and
 12. Any other costs recoverable in compliance with applicable law including, without limitation, Civil Code § 1714.9.
- R. "Responsible person" has the same meaning as set forth in Section 4.20.030 of this code. A responsible person need not be present in order to be liable for response costs. Prior knowledge of code violations is not

required for a finding that an individual is a responsible person. A person may be considered a responsible person regardless of whether that person paid compensation for the use of a premises.

- S. “Unruly gathering” means any activity involving two or more persons on a premises which includes any of the following and interferes with the comfortable enjoyment of life, public or private property, or public safety:
1. Violations of this Code with regard to noise;
 2. Interference with the normal flow of pedestrian or vehicle traffic in violation of this Code or other applicable law;
 3. Curfew violations of this Code by minors;
 4. Consumption of alcohol and alcoholic beverages in violation of this Code or other applicable law including, without limitation, or consumption of alcoholic beverages by minors; and
 5. Illegal drug activity or use of controlled substances in violation of any applicable law.

4.40.040 UNRULY GATHERINGS AND DISTURBANCES PROHIBITED.

- A. In addition to any other prohibition in this code, it is unlawful for a responsible person to cause, knowingly permit, or by insufficient control allow any premises under the responsible person’s control to be used or maintained for an unruly gathering. It is unlawful for a responsible person to cause, knowingly permit, or by insufficient control allow a disturbance to occur at a premises under the control of the responsible person.
- B. If enforcement officers are required to respond to the same property for a violation of this section within 12 hours of the initial response or three or more times within six months of the initial response, the owner will be charged for the response costs, computed pursuant to Section 4.40.090.

4.40.050 ADMINISTRATION; POLICIES AND PROCEDURES.

The Director will administer this chapter. The city manager may promulgate such administrative procedures as may be necessary to implement the provisions of this chapter.

4.40.060 RESPONSE COSTS.

Utilization of any public employee during any response to enforcement actions after the first warning, where responding enforcement officers determine there is a violation of this code, is a public service over and above the services generally provided within the city's jurisdiction and, accordingly, constitutes a special public service authorizing the City to recover its response costs.

4.40.070 NOTICE; RESPONSIBLE PERSON SIGNATURE.

- A. When enforcement officers respond to an enforcement action, the enforcement officers can issue a written notice. If a written notice has been issued to the responsible person, the notice must state as follows:
 - 1. If enforcement officers are required to return to the same premises within a designated period of time in response to a complaint; or
 - 2. If enforcement officers are required to return to the same premises with the same code violation for a total of three times or more within a six month period in response to a complaint; and
 - 3. The responding enforcement officers determine there is a violation of this chapter; then
 - 4. Such additional responses by enforcement officers will constitute response costs, the cost of which must be paid by the responsible person. Any such costs will become the responsible person's personal obligation and be a debt to the city.
- B. Notices issued pursuant to this section must be signed by the responsible person which acknowledges receipt of the warning. A signed copy may be left with the responsible person. If a second or subsequent response is required, enforcement officers must have a responsible person sign a response cost invoice acknowledging the special public services and additional invoices for any further responses.

4.40.080 NOTICE; SIGNATURE UNAVAILABLE.

If no responsible person is available on the premises when the enforcement officer is present, or the responsible person refuses to sign receipt of the notice, a copy of the notice must be posted in a conspicuous place on the premises on each occasion the police respond.

4.40.090 COMPUTATION OF COSTS.

- A. The Director will account for and maintain records of all response costs associated with enforcement actions. Computing response costs will be based upon records kept for each separate enforcement action.
- B. Computing response costs will commence from the reinspection date through the date that all code violations are corrected except that response costs for repeat offenders will be calculated from the time that an enforcement officer determines that a code violation continues to exist. Should a repeat offender be responsible for both identical code violations and new code violations, the City will calculate response costs from the time that an enforcement officer determines that a code violation exists.
- C. After an enforcement action, the enforcement officer will send an enforcement cost summary to the responsible party. Unless a timely appeal is filed in accordance with this chapter, the enforcement cost summary will be deemed final and accurate.

4.40.100 RESPONSE COST INVOICE.

- A. Within 30 days of the enforcement action, the Director must provide a written response cost invoice to the responsible person by certified mail. The response cost invoice must state the following:
 - 1. The identification of the responsible person(s);
 - 2. The address of the premises where the enforcement action occurred;
 - 3. The factual circumstances constituting the enforcement action;
 - 4. The date(s) and time(s) that special public services were provided; and
 - 5. A copy of the warning notice(s) provided to the responsible person.
- B. The response cost invoice must also state that the responsible person may file a written appeal of the determination within 10 days after receiving the notice and describe the procedure required for such an appeal.

4.40.110 ENFORCEMENT COST SUMMARY.

- A. Should the code violation continue as of the reinspection date, or if the responsible party is a repeat offender, the enforcement officer will take all legal measures needed to gain compliance.
- B. After all code violations have ceased, the enforcement officer will notify the responsible party in writing of the total response costs the city incurred.

4.40.120 COST OF RECOVERY.

Response costs will be charged in those instances where the responsible party fails to correct the code violations by the reinspection date or, for repeat offenders, will be charged from the date enforcement officers determine that the same specified condition exists within six months of the initial response. For repeat offenders of section 4.40.040, response costs will be charged from the date enforcement officers are required to respond to the same property within 12 hours of the initial response or three or more times within six months of the initial response. However, if a court of competent jurisdiction dismisses an enforcement action or subsequently finds the responsible party innocent of all alleged code violations, no response costs will be charged to the responsible party.

4.40.130 EXCEPTIONS AND LIMITATIONS.

The procedures prescribed in this chapter must only be followed if the city is to recover response costs in an enforcement action. The recovery of response costs will be in addition to any fines or penalties that may be imposed under this Code or by court order.

4.40.140 COLLECTION OF FEES.

- A. All fees and charges levied for response costs are due and payable upon presentation.
- B. All response costs constitute a valid debt to the city and against the responsible person or, if the responsible person is a minor, the responsible person's parents and guardians.
- C. If a responsible person does not timely appeal the response cost invoice in accordance with this chapter, and if any amount remains unpaid after reasonable and practical attempts have been made by the city to obtain payment, the city manager, or designee, is authorized to take all legal and practicable collection efforts to recover the outstanding debt, together with any penalties, any related charges and fees accrued due to nonpayment.

- D. The city attorney is authorized to file an action on the City's behalf for injunctive relief, or other appropriate civil action, to require the responsible person to comply with this chapter.
- E. Fees and charges to be levied for recovering city costs for notification and collection of delinquent accounts will be established by city council resolution. Such fees and charges are part of the response costs.
- F. A court rendering a judgment pursuant to this section may, in addition to any other order provided by law, require the payment of reasonable attorney's fees, and costs of investigation, discovery and court costs.

4.40.150 COLLECTION OF RESPONSE COSTS.

All response costs will be paid to the city. Should a responsible party fail to pay all response costs for which it has been charged within the time prescribed herein, the city may effectuate payment through a collection agency or through any other legal means at its disposal.

4.40.160 ADMINISTRATIVE APPEALS.

Responsible persons served with a response cost invoice in accordance with this Chapter may appeal the response cost invoice provided:

- A. A request for review must be commenced within 10 days from the date on which the response cost invoice is served on the responsible person. If an appeals request is untimely, the Director may, nevertheless, extend the time for commencing such review for good cause shown.
- B. A request for appeal must be accompanied by an advance deposit of the response costs or a request for a hardship waiver, and must be made on a form provided by the Director which contains the following information:
 - 1. The name, address and telephone number of the person making the request;
 - 2. A copy of the response cost invoice or, if that document is unavailable, the approximate date, time, address, and amount of response costs;
 - 3. A brief description of all grounds for making the request;
 - 4. Whether an administrative hearing is requested; and

5. Such other information as the City may require.
- C. Upon receiving an appeal, the Director must appoint a hearing officer to review the request.
- D. If a responsible person requests a hearing, the Director will schedule a hearing on a date not less than 15 nor more than 60 days from the date the hearing is requested. Written notice of the date, time and location of the administrative hearing must be provided to the responsible person at least 15 days before the hearing date.

4.40.170 ADVANCE DEPOSIT – HARDSHIP WAIVER.

- A. Responsible persons financially unable to make an advance deposit of the response costs may file for a hardship waiver. The request for a hardship waiver must be filed with the director's office on a form containing information that may be required by the director. The director will review the request and determine whether a waiver is justified. A waiver may only be approved if the request for waiver is accompanied by a sworn affidavit, together with any supporting documents or materials, demonstrating the responsible person's actual financial inability to deposit the full amount of the fine.
- B. The director will inform the responsible person in writing regarding whether the director approved the waiver. This determination must be served upon the responsible person by mail at the address provided in the waiver application. The director's determination is final.
- C. Should the Director determine that a waiver is unjustified, the responsible person must deposit the response cost amount with the city not later than 10 days after the date of that decision. Failure to make a deposit within 10 days after waiver denial is deemed a waiver of the responsible person's right to an administrative appeal and the response costs will be deemed delinquent.

4.40.180 CONDUCT OF HEARINGS.

- A. Waiver of Personal Appearance at Hearing. In lieu of personally appearing at an administrative hearing, the responsible person may request that the hearing officer decide the matter based on the written appeal and any other documentary evidence submitted by the responsible person or the Director before the hearing date.

- B. Failure to Appear at Hearing. Failure of a responsible person to appear at the hearing is deemed a waiver of the right to be personally present at the hearing. The hearing officer must then decide the matter based upon the written appeal, the response cost invoice, any documentary evidence previously submitted, and any additional evidence that may be presented at the hearing by the Director.
- C. Continuation of Hearings. The hearing officer may continue any hearing and request additional information from the Director or responsible person before issuing a written decision.

4.40.190 HEARING OFFICER DECISION.

- A. In determining the validity of the response costs, the Director will consider all relevant information pertaining to whether the response costs are reasonable in the circumstances of the case. Factors to be considered include, without limitation, the following:
 - 1. Whether the responsible party created the violation;
 - 2. Whether there was or is an ability to correct the violation;
 - 3. Whether the responsible party moved promptly to correct the violation;
 - 4. The degree of cooperation provided by the responsible party; and
 - 5. Whether reasonable minds could differ as to whether a violation existed.
- B. Within 10 days of receiving the appeal or, if a hearing is requested, after a hearing, the hearing officer must provide the responsible person with a written notification that:
 - 1. The response cost invoice is affirmed;
 - 2. The response cost invoice is modified; or
 - 3. The response cost invoice is vacated.
- C. The hearing officer's decision is a final determination. There is no right of city council appeal.

4.40.200 RIGHT TO JUDICIAL REVIEW.

- A. A responsible person may appeal the hearing officer's decision by filing an appeal with the Superior Court pursuant to Government Code § 53069.4, or any successor statute, within 20 days from service of the hearing officer's decision.
- B. Should the responsible person file a timely appeal with the Superior Court, the requirement to pay the response costs is suspended and the payment of the response costs, if any, will be in accordance with the Superior Court decision.

4.40.210 DISPOSITION OF RESPONSE COSTS.

- A. Should the hearing officer uphold the response cost invoice, then the city can retain the deposited response costs.
- B. Should the hearing officer vacate the response cost invoice, then the city must promptly refund the amount of the deposited amount, if any.
- C. Should the hearing officer uphold the response cost invoice and a hardship waiver was previously granted, the due date for paying the response costs will be 30 days from the date of the notice of the hearing officer's decision.

4.40.220 RECOVERY OF RESPONSE COSTS; LIENS.

In addition to any other legal remedy, the city may place a lien on property owned by the responsible person in an amount equal to the sum of the response costs delinquent for more than 90 days, plus penalties and interest. If multiple responsible persons exist, they will be jointly and severally liable for any payments so ordered.

4.40.230 LIEN PROCEDURE.

- A. The city manager, or designee, may initiate proceedings to record a lien conforming with this article if the decision is not appealed.
- B. Before recording the lien, the city manager, or designee, must submit a report to the director stating the amounts due and owing.
- C. The director will fix a time, date, and place for the city council to consider the report and any protests or objections to it.

- D. The director must serve the responsible person with a hearing notice not less than 10 days before the hearing date. The notice must set forth the amount of the delinquent administrative fine, and any penalties and interest that is due. Notice must be delivered first-class mail, postage prepaid, addressed to each responsible person's address as it appears on the last equalized assessment roll or supplemental roll of the County of Los Angeles, whichever is more current. Service by mail is effective on the date of mailing and failure of responsible person to actually receive notice does not affect its validity.
- E. At the conclusion of the hearing, the city council will adopt a resolution confirming, discharging, or modifying the lien amount.

4.40.240 RECORDING A LIEN.

Within 30 days following the city council's adoption of a resolution imposing a lien, the director will file same as a judgment lien in the Los Angeles county recorder's office.

4.40.250 ADMINISTRATIVE FEE.

Each responsible person against whose property an assessment is levied pursuant to this chapter will also be assessed an administrative fee in an amount established by city council resolution based on the costs incurred in levying the assessment. The administrative fee will be included in the lien amount approved by the city council and recorded against the responsible person's property.

4.40.260 SATISFACTION OF LIEN.

Once the city receives full payment for outstanding principal, penalties, and costs, the director will either record a notice of satisfaction or provide the responsible person with a notice of satisfaction for recordation at the Los Angeles County Recorder's Office. This notice of satisfaction will cancel the city's lien.

4.40.270 ENFORCEMENT.

- A. The city attorney is authorized to commence a civil action in the superior court to enforce all or any of the provisions of this chapter.
- B. Where a civil action is filed, the prevailing party is entitled to reasonable attorneys' fees, but is limited by the amount of attorneys' fees claimed by the city pursuant to Government Code § 38773.5. If the court issues an

order or a judgment which validates an accounting, the court will also award the city its actual costs, including, without limitation, reasonable attorneys' fees incurred by the city in such judicial proceeding.

- C. The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies including, without limitation, those set forth elsewhere in this code."

SECTION 6: Section 12 of Ordinance No. 2118 (adding section 21.09.150) is hereby repealed, and a new Section 4.30.200 is added to the Monterey Park Municipal Code to read as follows:

"4.30.200 UNLAWFUL BOARDING HOUSES.

Unlawful boarding houses are a public nuisance and constitute an unfair business practice that are presumed to nominally damages each and every resident of the community. Any person acting for the interests of him/herself or the general public may bring a civil action, including an action for injunctive relief, to recover damages and prevent future violations."

SECTION 7: *Environmental Review.* This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing public nuisance codes and procedures related to such codes. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This ordinance is an action being taken for enhanced protection of the environment.

SECTION 8: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 10: 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 11: This Ordinance will take effect on the 60th day following its final passage and adoption.

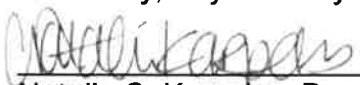
PASSED AND ADOPTED this ____ day of March, 2018.

Stephen Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: _____
Natalie C. Karpeles, Deputy City Attorney

Attachment 2:
Staff Report from the
March 7, 2018 City Council Meeting



City Council Staff Report

DATE: March 7, 2018

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

TO: The Honorable Mayor and City Council
FROM: Natalie C. Karpeles, Deputy City Attorney
SUBJECT: Code Enforcement updates including amendments to Neighborhood Preservation regulations for cost recovery and creation of the Neighborhood Improvement and Community Enhancement (NICE) task force.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waive first reading and introduce an ordinance amending the Monterey Park Municipal Code ("MPMC") regulations regarding recovering costs for second responses to unruly gatherings and recurring nuisances, and creating a private right of action for violations of the City's boarding house regulations;
2. Schedule second reading and potential adoption for March 16, 2016;
3. Adopt a Resolution creating the Neighborhood Improvement and Community Enhancement (NICE) task force;
4. Receive and file a report providing an overview of code enforcement activities; and
5. Taking such additional, related, action that may be desirable.

CEQA:

The ordinance and resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because they consist only of revisions and clarifications to existing public nuisance codes and procedures related to such codes. Adopting the ordinance or resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings. Adopting the ordinance and resolution are actions being taken for enhanced protection of the environment.

EXECUTIVE SUMMARY:

In 2016, the City Council took a number of actions to strengthen the City's code enforcement tools. Among other things, the Council consolidated several different types of regulations into a new Title 4 of the Monterey Park Municipal Code ("MPMC") entitled "Neighborhood Preservation." It also adopted regulations designed to reduce boarding houses within the City's jurisdiction.

Since then, the City Council expressed its desire to further enhance the City by helping ensure substandard buildings (including boarding houses), blighted neighborhoods, and poorly maintained properties were improved to meet community expectations. This will certainly help to improve the City's ranking in Money Magazine as a Best Place to Live.

The draft ordinance and resolution are intended to implement additional tools for enhanced code enforcement. As explained below, the Neighborhood Improvement and Community Enhancement (NICE) task force is intended to foster cooperation between City departments to help alleviate ongoing public nuisances within the City. The draft ordinance gives the City additional abilities to recover enforcement costs from scofflaws who excessively drain public resources.

BACKGROUND:

In 2015, the City Council adopted regulations designed to crack down on illegal boarding houses throughout the City. Efforts to enhance the City's code enforcement regulations continued in 2016 when the City Council adopted a series of ordinances that strengthened public nuisance regulations; clarified authority for criminal and civil prosecutions; and implemented other administrative tools needed to help preserve the community. Most of these regulations were consolidated within the Neighborhood Preservation portion of the MPMC (MPMC Title 4).

The City Council also considered whether to adopt a "second response" ordinance in 2016. At that time, the Council sought to recover costs – to the extent permissible – from all code enforcement actions; the draft ordinance was geared only toward "unruly gatherings" that were generally defined as loud parties.

Tonight's proposed actions are intended to revisit the City's code enforcement tools. Both the City Council and City Manager made it a priority goal to renew efforts for proactive code enforcement. This is desirable to help enhance the community and maintain, or improve, the City's designation as a "Best Place to Live."

➤ *Proposed Ordinance*

The proposed ordinance does several things. First, it adds regulations to allow the City to recover enforcement costs from *both* unruly gatherings and ongoing public nuisance properties. The idea behind this cost recovery is that scofflaws generate response calls from the City's law enforcement personnel at a rate which is disproportionately greater than what is generally required within the City's jurisdiction. The law-abiding citizens within the City should not be required to subsidize the costs expended in responding to a very small group of people/properties.

Second, a review of MPMC Chapter 9.52 shows that the current regulations are somewhat vague as to terms, procedures, and cost collection. The proposed ordinance

would establish fees to recover emergency response costs associated with service calls that result from specified nuisance conditions that do not require an emergency response or that are due to the property owner's continued neglect.¹ Following an initial warning, the proposed ordinance would allow law enforcement/fire/etc. to charge for full cost recovery for any second (and subsequent) response to a property due to specified nuisance conditions thereon. Specifically, a "second response" includes a call for service within 12 hours of the initial warning/response or calls for service three or more times within six months of the initial warning/response. At the end of the six-month period, the calls would reset to zero. These response costs may be collected in the same manner that the city collects costs related to abatement, generally.²

Finally, the draft ordinance corrects an inadvertent error made in 2015. When the City Council adopted regulations governing boarding houses, staff anticipated that regulations would be codified in certain parts of the MPMC. That expectation was based upon the understanding – at that time – that there would be additional changes to various zoning regulations. Those changes were, however, later omitted. As a result, the "private attorney general" language adopted by the City Council in 2015 was never codified in the MPMC. While it still was valid (it is found in Section 12 of Ordinance No. 2118), it was not published in the MPMC.

This draft ordinance codifies the private attorney general language within MPMC Title 4. As a reminder, the provision allows private citizens to file civil suits against persistent code violators. Private parties (acting on behalf of their own interests, or the interests of the general public) may bring a civil action under the MPMC to recover damages (including attorney's fees). The proposed language is necessary to provide for the effective enforcement of unlawful boarding houses due to the fact that: (1) a City ordinance does not necessarily create a private right of action; (2) a prevailing party is only entitled to attorney's fees by statute; and (3) the neighboring homeowners are in a unique position to identify, observe and regulate unlawful boarding houses in their communities.

➤ *N.I.C.E. Task Force*

Certain properties within the City constitute public nuisances because they are maintained in substandard and dangerous conditions which adversely affect the life, safety and health of the occupants, community and general public. Investigations and enforcement of these properties often involve various City departments and occur independently of one another, thereby resulting in lack of cohesion, direction and resolution.

¹ In other words, where the property owner has failed to carry out or perform the necessary maintenance, repair, replacement or other appropriate measure on the property. With relation to loud and unruly gatherings, owner neglect results where the owner causes, knowingly permits, or by insufficient control allows the disturbance to exist or continue at the property.

² For instance, following notice and a hearing, the City may record a lien on the property equal to the sum of delinquent response costs.

The purpose of the attached Resolution is to create a multi-departmental task force to provide a proactive and streamlined approach to eliminate blight and hazards to the community created or maintained by the persons who own such properties.

The N.I.C.E. Task Force will be comprised of representatives from the Police, Fire, Public Works and Community and Economic Development Departments. Under the leadership of the City Manager and City Attorney, the Task Force will focus investigative and litigation resources on these problem properties to streamline efforts on immediate rehabilitation and abatement.

The operational plan for the Task Force is to identify a problem property,³ and coordinate an initial inspection by pertinent members of the Task Force.⁴ If the property is found to be substandard, as defined by the MPMC, a notice of violation will be issued to the property owner and a meeting will be arranged between the property owner, Task Force and the City Attorney's Office to discuss the violations observed at the property. Following the meeting, the property owner will be given detailed instructions on how to bring the property into compliance by a proscribed deadline. Following the deadline date, the Task Force will conduct a reinspection of the property to determine whether the violations have been corrected and the problems abated. If so, a quarterly inspection schedule will be developed to assure that the violations do not recur. If the violations are not abated, a criminal action will be filed.

In addition to evaluating and investigating target properties, the proposed Resolution would also put the following procedures into effect:

1. An Emergency Action Plan. If a property is deemed to be so substandard that evacuation of residents is necessary, the Task Force will conduct a meeting with the City Manager and City Attorney to review the situation. The Emergency Action Plan identifies the members of the NICE Task Force as the core investigative team in the event of an emergency situation involving code enforcement. The plan is coordinated with the Police and Fire Departments and will be utilized on an as needed basis. Once the Emergency Action Plan is in place, a resource list will be used to contact the necessary City departments and any outside agencies.

2. A Vacant Building List. The NICE Task Force will create a list of vacant and abandoned buildings within the City to be shared with affected City departments. For example, and without limitation, the Vacant/Abandoned Building List would be provided to the Monterey Park Code Enforcement to notify officers as to the status of each location. The Vacant Building List will be updated on a weekly basis by the NICE Task Force.

3. Police & Fire Dispatch Notification. Each NICE Project and all vacant/abandoned buildings within the City will be flagged in the police dispatch computer and identified during roll call. This will provide vital information about such locations to

³ Identification will typically be based on previous field experience with a site, complaints or other pertinent information.

⁴ Inspections will either occur voluntarily (via property owner consent) or through the procurement of an inspection warrant.

each patrol unit on the street. This notification will also be provided to the City's Fire Department.

4. Training. The NICE Task Force will provide training to affected departments to assist in the NICE Program. This includes focusing efforts on cross-training employees to recognize and act on potential code enforcement violations within the community. Training programs would include awareness of certain code violations common to NICE Projects; tactics and strategies utilized in the field when dealing with NICE Projects and problematic property owners or individuals; and follow-up procedures and reporting requirements.

5. Community Meetings and Awareness. The NICE Program will be integrated into presentations to community stakeholders including, without limitation, Community Emergency Response Team, Neighborhood Watch, and the Police/Fire Explorer programs

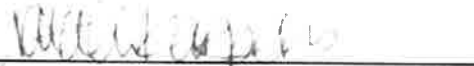
6. Public Information. Provide public service announcements regarding NICE and its goals.

It is the goal of the NICE Task Force to be a proactive team which will coordinate the efforts of various City departments to clean up serious public safety issues through immediate rehabilitation and abatement.

FISCAL IMPACT:

The proposed ordinance, by itself, does not have a fiscal impact. It is anticipated that the City will be able to recover its second response costs more efficiently if the ordinance is adopted. The exact fiscal impact of implementing the ordinance is difficult to calculate.

Respectfully submitted by:



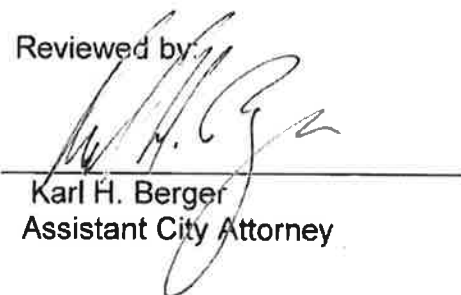
Natalie C. Karpeles,
Deputy City Attorney

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Resolution
2. Ordinance
3. NICE Emergency Action Plan

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CREATE A MULTI-DEPARTMENT NEIGHBORHOOD IMPROVEMENT AND COMMUNITY ENHANCEMENT ("NICE") TASK FORCE FOR PURPOSES OF FOCUSED CODE ENFORCEMENT WITHIN THE CITY OF MONTEREY PARK.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: The City Council finds and declares as follows:

- A. Some properties within the City create a public nuisance because they are maintained in such substandard and dangerous conditions that the life, safety and health of the occupants, community and general public are adversely affected;
- B. The City Council directed the City Manager and City Attorney to undertake enhanced code enforcement efforts to eliminate the blight and hazard to the community created or maintained by the persons who own such properties;
- C. Investigations and enforcement of these properties by various city departments often occurs independently, resulting in a lack of cohesive investigation, direction and resolution; and
- D. The purpose of this resolution is to adopt a multi-departmental process to enhance the quality of life for city residents by prosecuting violators effectively and efficiently in order to reduce and eliminate blight.

SECTION 2: *Authorizations.* The City Manager is authorized to create the Neighborhood Improvement and Community Enhancement ("NICE") Task Force to generally operate in accordance with this Resolution.

SECTION 3: *Organization.*

- A. At the direction of the City Manager, the NICE Task Force will consist of representatives from the Police, Fire, Public Works, and Community and Economic Development departments;
- B. The City Manager will designate a NICE operations coordinator (the "Operations Coordinator") to organize the NICE Task Force and its activities; and
- C. The City Attorney, or designee, will execute the authority delegated by the Monterey Park Municipal Code ("MPMC") as to enforcement activities in coordination with the NICE Program.

SECTION 4: *General Duties.*

- A. The general operational goals for the NICE Program are to identify and abate properties within the City that are chronic public nuisances; pose significant threats to public health and safety; and/or constitute substandard housing (collectively, "NICE Projects").
- B. NICE Projects will be identified by the NICE Task Force during regular meetings scheduled by the Operations Coordinator.
- C. Projects may be referred to the NICE Task Force via repeated calls for service to police, fire or code enforcement regarding a particular property or location. Following a referral to the NICE Task Force, the applicable NICE Task Force liaison will vet the referral to determine if it meets the intent of the Program. To evaluate a NICE Project, the Operations Coordinator will cause a background check to be prepared for properties to determine the history and extent of violations. Cases handled by the NICE Program are intended to be multi-departmental in scope and complexity. Cases which do not meet NICE criteria will be referred to the responsible department for investigation and resolution.
- D. Once a NICE Project candidate is identified, the NICE Task Force will proceed as follows:
 - 1. The City Attorney, or designee, will send a letter to the property owner and responsible person notifying/requesting inspection. If this request for inspection is denied, the City Attorney will seek an inspection warrant;
 - 2. All appropriate NICE Task Force members must coordinate and inspect the property together. Following this inspection, each NICE Task Force member must prepare a report detailing their observations; these reports will be submitted to the City Attorney, or designee;
 - 3. Following review and evaluation of these reports, and if there is sufficient evidence, the City Attorney will send a letter to the property owner requesting an informal meeting at City Hall to discuss the violations observed at the property (the "NICE Meeting");
 - 4. All NICE inspectors and the City Attorney, or designee, must be present at the NICE Meeting;
 - 5. At the NICE Meeting, the City Attorney, or designee, will explain the extent of the observed violations, and each NICE Task Force member will detail the required action to bring the property into

compliance; and

6. Following the NICE Meeting, the Operations Coordinator, or designee, will summarize the details of the Meeting and provide the property owner with a timeline and remediation/enforcement plan, and set a reinspection date for the NICE Task Force ("Notice of Violation").
- E. The responsible person will be given a reasonable time to correct the violations.
- F. Following the reasonable correction deadline, the NICE Task Force will conduct a reinspection of the property to determine if violations were corrected and nuisances abated.
- G. If, following regularly scheduled inspections, the NICE Task Force determines that the violations are not abated, the City Attorney, or designee, will determine whether to proceed with criminal enforcement; civil enforcement; administrative enforcement; or a combination of enforcement actions.
- H. The NICE Task Force should provide regular reports to all City Departments to show the results of abating NICE Projects.

SECTION 5: *Administrative Policies and Procedures.* In addition to evaluating and investigating NICE Projects, the City Manager is authorized to promulgate administrative policies and procedures to create the following:

- A. **Emergency Action Plan:** The general guidelines set forth in attached Exhibit "A," which are incorporated by reference, are approved for purposes of relocating and housing persons displaced as a result of emergency abatement authorized by the MPMC and this Resolution. This plan identifies the members of the NICE Task Force as the core investigative team in the event of an emergency situation involving code enforcement. The plan is coordinated with the Police and Fire Departments and will be utilized on an as needed basis. Once the Emergency Action Plan is in place, a resource list will be used to contact the necessary City departments and any outside agencies.
- B. **Vacant/Abandoned Building List:** the NICE Task Force will create a list of vacant and abandoned buildings within the City to be shared with affected City departments. For example, and without limitation, the Vacant/Abandoned Building List would be provided to the Monterey Park Code Enforcement to notify officers as to the status of each location. The Vacant Building List will be updated on a weekly basis by NICE.

- C. Police & Fire Dispatch Notification: Each NICE Project and all vacant/abandoned buildings within the City will be flagged in the police dispatch computer and identified during roll call. This will provide vital information about such locations to each patrol unit on the street. This notification will also be provided to the City's Fire Department.
- D. Training: the NICE Task Force will provide training to affected departments to assist in the NICE Program. This includes focusing efforts on cross-training employees to recognize and act on potential code enforcement violations within the community. Training programs would involve:
 - 1. Awareness of certain code violations common to NICE Projects;
 - 2. Tactics and strategies utilized in the field when dealing with NICE Projects and problematic property owners or individuals; and
 - 3. Follow-up procedures and reporting requirements.
- E. Community Meetings and Awareness: The NICE Program will be integrated into presentations to community stakeholders including, without limitation, Community Emergency Response Team, Neighborhood Watch, and the Police/Fire Explorer programs.
- F. Public Information: Provide public service announcements regarding NICE and its goals including, without limitation, its success stories.

SECTION 6: *Contracting Authority.* The City Manager is authorized to solicit bids, award contracts, and execute on-call contracts for amounts up to \$50,000 for the following services needed to implement the NICE Program:

- A. Fencing;
- B. General contracting for board up NICE Projects;
- C. Hotel accommodations;
- D. Weed Abatement;
- E. Food Vendor(s); and
- F. Hardware supplies.

SECTION 7: This Resolution does not affect any penalty, forfeiture, or liability incurred

before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 8: If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 9: The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 10: This Resolution will become effective immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE
CITY OF MONTEREY PARK ON THIS __ DAY OF MARCH, 2018.**

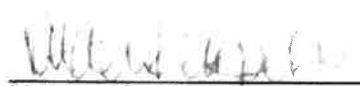
Attest:

Stephen Lam, Mayor

Vincent D. Chang, City Clerk

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

By:



Natalie C. Karpeles, Deputy City Attorney

ATTACHMENT 2

Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.52; ADDING A NEW CHAPTER 4.40 ENTITLED "ENFORCEMENT AND RESPONSE COST RECOVERY"; REPEALING SECTION 12 OF ORDINANCE NO. 2118 AND ADDING A NEW SECTION 4.30.200 TO CREATE A PRIVATE RIGHT OF ACTION FOR ABATING UNLAWFUL BOARDING HOUSES.

The city council of the city of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and determines as follows:

- A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations;
- B. Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance;
- C. The City's ability to abate public nuisances through its police powers is well-established (see, e.g., Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774);
- D. City's ability to recover its nuisance abatement costs through local regulations, including, without limitation, reasonable attorney's fees, is also recognized (see *City of Santa Paula v. Narula* (2003) 114 Cal.App.4th 485, *reh'g. den.* 2004; *City of Flagstaff v. Atchison, Topeka and Santa Fe Railway Co.* (9th Cir. 1983) 719 F.2d 322, 324);
- E. Code of Civil Procedure § 731 permits civil actions to be brought in the name of the people of the state of California to abate public nuisances; and
- F. A review of the Monterey Park Municipal Code ("MPMC") shows that it is desirable to update regulations prohibiting unruly gatherings and second response calls for disturbances, and to reorganize the provisions of the code concerning nuisances in order to make them easier to understand.
- G. It is in the public interest for the City Council to adopt this Ordinance to deter unruly gatherings; protect minors and other young adults; preserve

public health, safety, and welfare; and ensure that the public can recover costs associated with abating unruly gatherings. Nothing contained in this Ordinance is intended to, nor will it, interfere with any California law provision that regulates activities identified by this Ordinance; it is intended only to enact measures that are different from, or supplement, California law to further restrict acts associated with unruly gatherings.

- H. Therefore, the council further finds that it is in the best interest of the public safety, welfare, and convenience of the city, as well as in fairness to its citizens, to require those persons whose conduct requires utilizing the additional police services, and those persons who permit such conduct to occur on premises under their control, to partially defray the city's expense for providing the same.

SECTION 2: Chapter 9.52 of the Monterey Park Municipal Code, entitled "Second Response Calls," is repealed. All provisions of the Monterey Park Municipal Code referring to Chapter 9.52 are changed to refer to Chapter 4.40.

SECTION 3: A new Chapter 4.40 entitled "Enforcement and Response Cost Recovery," consisting of § 4.40.010 to §4.40.210 is added to the Monterey Park Municipal Code to read as follows:

"CHAPTER 4.40: ENFORCEMENT AND RESPONSE COST RECOVERY

4.40.010 FINDINGS; PURPOSE.

- A. Loud and unruly social gatherings frequently become public nuisances since they interfere with the comfortable enjoyment of life, property, and threaten public safety. All such activities detrimentally affect the neighborhoods that surround these nuisances.
- B. Supplying alcoholic beverages to persons under 21, or possession and consumption of alcoholic beverages by persons under 21, is unlawful (see, e.g., Business and Professions Code §§ 25658, 25662).
- C. Frequently these unruly gatherings create opportunities for underage persons and minors to obtain alcoholic beverages. Hosts of such nuisances often know, or should know, that illegal consumption of alcohol occurs during the unruly gatherings, but fail to take any reasonable measures to prevent such illegal activity.
- D. The City's has, both now and in the past, responded to code violations

multiple times for enforcement actions. In addition, the City's other Departments, including the Fire Department and Public Works Department, have responded to code violations in order to, without limitation, assist with enforcement actions, repair damage to public facilities, treat participants in unruly events, or engage in fire suppression activities. A disproportionately higher level of public services is provided to enforcement actions as compared to the City's general need for public services.

- E. In addition, the public services required for responding to incidents that occur as a consequence of unruly gatherings (for example, driving while intoxicated, increased social violence, and incidents of sexual assault) are also disproportionately greater than what is generally required within the City's jurisdiction.
- F. There exists and has existed an increasing trend toward disturbances both at rental facilities and private homes within the city. Such incidents on many occasions disturb the public peace, safety, and welfare thereby requiring a disproportionately higher level of public services as compared to the City's general need for public services.
- G. Such threats to public health, safety, and welfare constitute a clear and present danger to public order and safety and are not protected by any provision of the California or United States Constitutions.
- H. It is in the public interest to establish procedures for recovering costs incurred by the city when enforcing any provision of this code through inspections, nuisance abatement, or other, similar, administrative or judicial means.

4.40.020 PROCEDURES MANDATORY.

An enforcement officer must comply with the procedures set forth in this chapter in order to collect enforcement and response costs from a responsible party.

4.40.030 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:

- A. "Alcohol" has the same meaning as set forth in Business and Professions Code § 23003.

- B. "Alcoholic beverage" has the same meaning as set forth in Business and Professions Code § 23004.
- C. "Code Violation" means any violation of this Code or any federal, state, or local law that the city may enforce pursuant to the city council's legislative action or any other provision of law for which the city may recover its response costs. This term will include both singular and plural.
- D. "Controlled Substance" means any drug, substance, or immediate precursor, as listed in the Uniform Controlled Substances Act (Health and Safety Code §§ 11000, *et seq.*).
- E. "Director" means the city manager, or designee.
- F. "Disturbance" means a threat to public peace, health, safety and welfare, including but not limited to the following:
 - 1. Disturbing the peace in violation of California Penal Code § 415;
 - 2. Disorderly conduct in violation of California Penal Code § 647;
 - 3. Brandishing a weapon in violation of California Penal Code § 417;
 - 4. Assault and/or battery in violation of California Penal Code §§ 240 and 242;
 - 5. Assault with a deadly weapon in violation of California Penal Code § 245;
 - 6. Riot in violation of California Penal Code § 404 or riot in violation of California Penal Code § 406; and
 - 7. Unlawful assembly in violation of California Penal Code § 407.
- G. "Enforcement Action" means any action taken to correct a code violation including, without limitation, an unruly gathering or disturbance.
- H. "Enforcement Officer" has the same meaning as in Section 4.20.030.
- I. "Hearing officer" means a third-party, independent, hearing officer appointed by the Director.

- J. "Illegal Drug Activity" means a violation of any of the provisions Health and Safety Code § 11350, *et seq.* or Health and Safety Code § 11400, *et seq.*, and any successor statutes or regulations.
- K. "Incidental expenses" include, without limitation, actual expenses, city administrative costs and other costs of the city of all previous code enforcement efforts, the preparation of the abatement work specifications, contracts, and staff time in inspecting the work, as well as the costs of printing, posting and mailings required by this chapter.
- L. "Minor" means, except as otherwise provided, a person under 21 years of age.
- M. "Premises" means any unimproved or improved real property, including, without limitation, dwelling units, rental units, garage facilities, streets, alleyways, stairwells, elevators, and, as the context permits or requires, any public or private property which is abuts any of such areas.
- N. "Rental Unit" includes
 - 1. Any dwelling unit as defined in this Code including, without limitation, any single and multi-family residence, duplex, or condominium, boarding house, or residential care facility located in the City;
 - 2. Any hotel or motel room;
 - 3. Any assembly hall;
 - 4. Any mobile home, whether rent is paid for the mobile home, the land upon which the mobile home is located, or both; and
 - 5. Any recreational vehicle, as defined in Civil Code § 799.29 and Health and Safety Code § 18010, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreation vehicle, the land upon which it is located, or both.
- O. "Reinspection Date" means the date on or after which an enforcement officer conducts an inspection to verify correction of a code violation.
- P. "Repeat Offender" means a responsible person who, following a written notice of violation pursuant to section 4.40.070, repeatedly violates the same code provision(s) identified in the notice.

Q. "Response costs" means the cost associated with responses by law enforcement, fire, and other public services (for example, public works or building safety) to enforcement actions including, without limitation:

1. Salaries and benefits of personnel for the amount of time spent responding to, remaining at, or otherwise addressing enforcement actions and the administrative costs attributable to such response(s);
2. The cost of any medical treatment to or for any personnel injured responding to, remaining at or leaving an enforcement action;
3. Actual cost of preparing notices, correspondence, specifications, and contracts;
4. Personnel costs incurred for property inspections. Such costs will be calculated at an hourly rate based on a schedule established by city council resolution;
6. The cost of printing and mailing;
7. Costs related to inspection warrants;
8. Costs related to office hearings and administrative adjudications;
9. Attorney's fees expended in enforcement actions including, without limitation, any action to recover response costs pursuant to this chapter;
10. All costs or expenses for which the city may be liable under state law arising from or related to an enforcement action;
11. The cost of repairing any City equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving enforcement actions; and
12. Any other costs recoverable in compliance with applicable law including, without limitation, Civil Code § 1714.9.

R. "Responsible person" has the same meaning as set forth in Section 4.20.030 of this code. A responsible person need not be present in order to be liable for response costs. Prior knowledge of code violations is not

required for a finding that an individual is a responsible person. A person may be considered a responsible person regardless of whether that person paid compensation for the use of a premises.

- S. "Unruly gathering" means any activity involving two or more persons on a premises which includes any of the following and interferes with the comfortable enjoyment of life, public or private property, or public safety:
1. Violations of this Code with regard to noise;
 2. Interference with the normal flow of pedestrian or vehicle traffic in violation of this Code or other applicable law;
 3. Curfew violations of this Code by minors;
 4. Consumption of alcohol and alcoholic beverages in violation of this Code or other applicable law including, without limitation, or consumption of alcoholic beverages by minors; and
 5. Illegal drug activity or use of controlled substances in violation of any applicable law.

4.40.040 UNRULY GATHERINGS AND DISTURBANCES PROHIBITED.

- A. In addition to any other prohibition in this code, it is unlawful for a responsible person to cause, knowingly permit, or by insufficient control allow any premises under the responsible person's control to be used or maintained for an unruly gathering. It is unlawful for a responsible person to cause, knowingly permit, or by insufficient control allow a disturbance to occur at a premises under the control of the responsible person.
- B. If enforcement officers are required to respond to the same property for a violation of this section within 12 hours of the initial response or three or more times within six months of the initial response, the owner will be charged for the response costs, computed pursuant to Section 4.40.090.

4.40.050 ADMINISTRATION; POLICIES AND PROCEDURES.

The Director will administer this chapter. The city manager may promulgate such administrative procedures as may be necessary to implement the provisions of this chapter.

4.40.060 RESPONSE COSTS.

Utilization of any public employee during any response to enforcement actions after the first warning, where responding enforcement officers determine there is a violation of this code, is a public service over and above the services generally provided within the city's jurisdiction and, accordingly, constitutes a special public service authorizing the City to recover its response costs.

4.40.070 NOTICE; RESPONSIBLE PERSON SIGNATURE.

- A. When enforcement officers respond to an enforcement action, the enforcement officers can, but are not required to, issue a written notice to the responsible person stating as follows:
 - 1. If enforcement officers are required to return to the same premises within a designated period of time in response to a complaint; or
 - 2. If enforcement officers are required to return to the same premises with the same code violation for a total of three times or more within a six month period in response to a complaint; and
 - 3. The responding enforcement officers determine there is a violation of this chapter; then
 - 4. Such additional responses by enforcement officers will constitute response costs, the cost of which must be paid by the responsible person. Any such costs will become the responsible person's personal obligation and be a debt to the city.
- B. Notices issued pursuant to this section must be signed by the responsible person which acknowledges receipt of the warning. A signed copy may be left with the responsible person. If a second or subsequent response is required, enforcement officers must have a responsible person sign a response cost invoice acknowledging the special public services and additional invoices for any further responses.

4.40.080 NOTICE; SIGNATURE UNAVAILABLE.

If no responsible person is available on the premises when the enforcement officer is present, or the responsible person refuses to sign receipt of the notice, a copy of the notice must be posted in a conspicuous place on the premises on each occasion the police respond.

4.40.090 COMPUTATION OF COSTS.

- A. The Director will account for and maintain records of all response costs associated with enforcement actions. Computing response costs will be based upon records kept for each separate enforcement action.
- B. Computing response costs will commence from the reinspection date through the date that all code violations are corrected except that response costs for repeat offenders will be calculated from the time that an enforcement officer determines that a code violation continues to exist. Should a repeat offender be responsible for both identical code violations and new code violations, the City will calculate response costs from the time that an enforcement officer determines that a code violation exists.
- C. After an enforcement action, the enforcement officer will send an enforcement cost summary to the responsible party. Unless a timely appeal is filed in accordance with this chapter, the enforcement cost summary will be deemed final and accurate.

4.40.100 RESPONSE COST INVOICE.

- A. Within 30 days of the enforcement action, the Director must provide a written response cost invoice to the responsible person by certified mail. The response cost invoice must state the following:
 - 1. The identification of the responsible person(s);
 - 2. The address of the premises where the enforcement action occurred;
 - 3. The factual circumstances constituting the enforcement action;
 - 4. The date(s) and time(s) that special public services were provided; and
 - 5. A copy of the warning notice(s) provided to the responsible person.
- B. The response cost invoice must also state that the responsible person may file a written appeal of the determination within 10 days after receiving the notice and describe the procedure required for such an appeal.

4.40.110 ENFORCEMENT COST SUMMARY.

- A. Should the code violation continue as of the reinspection date, or if the responsible party is a repeat offender, the enforcement officer will take all legal measures needed to gain compliance.
- B. After all code violations have ceased, the enforcement officer will notify the responsible party in writing of the total response costs the city incurred.

4.40.120 COST OF RECOVERY.

Response costs will be charged in those instances where the responsible party fails to correct the code violations by the reinspection date or, for repeat offenders, will be charged from the date enforcement officers determine that the same specified condition exists within six months of the initial response. For repeat offenders of section 4.40.040, response costs will be charged from the date enforcement officers are required to respond to the same property within 12 hours of the initial response or three or more times within six months of the initial response. However, if a court of competent jurisdiction dismisses an enforcement action or subsequently finds the responsible party innocent of all alleged code violations, no response costs will be charged to the responsible party.

4.40.130 EXCEPTIONS AND LIMITATIONS.

The procedures prescribed in this chapter must only be followed if the city is to recover response costs in an enforcement action. The recovery of response costs will be in addition to any fines or penalties that may be imposed under this Code or by court order.

4.40.140 COLLECTION OF FEES.

- A. All fees and charges levied for response costs are due and payable upon presentation.
- B. All response costs constitute a valid debt to the city and against the responsible person or, if the responsible person is a minor, the responsible person's parents and guardians.
- C. If a responsible person does not timely appeal the response cost invoice in accordance with this chapter, and if any amount remains unpaid after reasonable and practical attempts have been made by the city to obtain payment, the city manager, or designee, is authorized to take all legal and practicable collection efforts to recover the outstanding debt, together with any penalties, any related charges and fees accrued due to nonpayment.

- D. The city attorney is authorized to file an action on the City's behalf for injunctive relief, or other appropriate civil action, to require the responsible person to comply with this chapter.
- E. Fees and charges to be levied for recovering city costs for notification and collection of delinquent accounts will be established by city council resolution. Such fees and charges are part of the response costs.
- F. A court rendering a judgment pursuant to this section may, in addition to any other order provided by law, require the payment of reasonable attorney's fees, and costs of investigation, discovery and court costs.

4.40.150 COLLECTION OF RESPONSE COSTS.

All response costs will be paid to the city. Should a responsible party fail to pay all response costs for which it has been charged within the time prescribed herein, the city may effectuate payment through a collection agency or through any other legal means at its disposal.

4.40.160 ADMINISTRATIVE APPEALS.

Responsible persons served with a response cost invoice in accordance with this Chapter may appeal the response cost invoice provided:

- A. A request for review must be commenced within 10 days from the date on which the response cost invoice is served on the responsible person. If an appeals request is untimely, the Director may, nevertheless, extend the time for commencing such review for good cause shown.
- B. A request for appeal must be accompanied by an advance deposit of the response costs or a request for a hardship waiver, and must be made on a form provided by the Director which contains the following information:
 - 1. The name, address and telephone number of the person making the request;
 - 2. A copy of the response cost invoice or, if that document is unavailable, the approximate date, time, address, and amount of response costs;
 - 3. A brief description of all grounds for making the request;
 - 4. Whether an administrative hearing is requested; and

- 5. Such other information as the City may require.
- C. Upon receiving an appeal, the Director must appoint a hearing officer to review the request.
- D. If a responsible person requests a hearing, the Director will schedule a hearing on a date not less than 15 nor more than 60 days from the date the hearing is requested. Written notice of the date, time and location of the administrative hearing must be provided to the responsible person at least 15 days before the hearing date.

4.40.170 ADVANCE DEPOSIT – HARDSHIP WAIVER.

- A. Responsible persons financially unable to make an advance deposit of the response costs may file for a hardship waiver. The request for a hardship waiver must be filed with the director's office on a form containing information that may be required by the director. The director will review the request and determine whether a waiver is justified. A waiver may only be approved if the request for waiver is accompanied by a sworn affidavit, together with any supporting documents or materials, demonstrating the responsible person's actual financial inability to deposit the full amount of the fine.
- B. The director will inform the responsible person in writing regarding whether the director approved the waiver. This determination must be served upon the responsible person by mail at the address provided in the waiver application. The director's determination is final.
- C. Should the Director determine that a waiver is unjustified, the responsible person must deposit the response cost amount with the city not later than 10 days after the date of that decision. Failure to make a deposit within 10 days after waiver denial is deemed a waiver of the responsible person's right to an administrative appeal and the response costs will be deemed delinquent.

4.40.180 CONDUCT OF HEARINGS.

- A. Waiver of Personal Appearance at Hearing. In lieu of personally appearing at an administrative hearing, the responsible person may request that the hearing officer decide the matter based on the written appeal and any other documentary evidence submitted by the responsible person or the Director before the hearing date.

- B. Failure to Appear at Hearing. Failure of a responsible person to appear at the hearing is deemed a waiver of the right to be personally present at the hearing. The hearing officer must then decide the matter based upon the written appeal, the response cost invoice, any documentary evidence previously submitted, and any additional evidence that may be presented at the hearing by the Director.
- C. Continuation of Hearings. The hearing officer may continue any hearing and request additional information from the Director or responsible person before issuing a written decision.

4.40.190 HEARING OFFICER DECISION.

- A. In determining the validity of the response costs, the Director will consider all relevant information pertaining to whether the response costs are reasonable in the circumstances of the case. Factors to be considered include, without limitation, the following:
 - 1. Whether the responsible party created the violation;
 - 2. Whether there was or is an ability to correct the violation;
 - 3. Whether the responsible party moved promptly to correct the violation;
 - 4. The degree of cooperation provided by the responsible party; and
 - 5. Whether reasonable minds could differ as to whether a violation existed.
- B. Within 10 days of receiving the appeal or, if a hearing is requested, after a hearing, the hearing officer must provide the responsible person with a written notification that:
 - 1. The response cost invoice is affirmed;
 - 2. The response cost invoice is modified; or
 - 3. The response cost invoice is vacated.
- C. The hearing officer's decision is a final determination. There is no right of city council appeal.

4.40.200 RIGHT TO JUDICIAL REVIEW.

- A. A responsible person may appeal the hearing officer's decision by filing an appeal with the Superior Court pursuant to Government Code § 53069.4, or any successor statute, within 20 days from service of the hearing officer's decision.
- B. Should the responsible person file a timely appeal with the Superior Court, the requirement to pay the response costs is suspended and the payment of the response costs, if any, will be in accordance with the Superior Court decision.

4.40.210 DISPOSITION OF RESPONSE COSTS.

- A. Should the hearing officer uphold the response cost invoice, then the city can retain the deposited response costs.
- B. Should the hearing officer vacate the response cost invoice, then the city must promptly refund the amount of the deposited amount, if any.
- C. Should the hearing officer uphold the response cost invoice and a hardship waiver was previously granted, the due date for paying the response costs will be 30 days from the date of the notice of the hearing officer's decision.

4.40.220 RECOVERY OF RESPONSE COSTS; LIENS.

In addition to any other legal remedy, the city may place a lien on property owned by the responsible person in an amount equal to the sum of the response costs delinquent for more than 90 days, plus penalties and interest. If multiple responsible persons exist, they will be jointly and severally liable for any payments so ordered.

4.40.230 LIEN PROCEDURE.

- A. The city manager, or designee, may initiate proceedings to record a lien conforming with this article if the decision is not appealed.
- B. Before recording the lien, the city manager, or designee, must submit a report to the director stating the amounts due and owing.
- C. The director will fix a time, date, and place for the city council to consider the report and any protests or objections to it.

- D. The director must serve the responsible person with a hearing notice not less than 10 days before the hearing date. The notice must set forth the amount of the delinquent administrative fine, and any penalties and interest that is due. Notice must be delivered first-class mail, postage prepaid, addressed to each responsible person's address as it appears on the last equalized assessment roll or supplemental roll of the County of Los Angeles, whichever is more current. Service by mail is effective on the date of mailing and failure of responsible person to actually receive notice does not affect its validity.
- E. At the conclusion of the hearing, the city council will adopt a resolution confirming, discharging, or modifying the lien amount.

4.40.240 RECORDING A LIEN.

Within 30 days following the city council's adoption of a resolution imposing a lien, the director will file same as a judgment lien in the Los Angeles county recorder's office.

4.40.250 ADMINISTRATIVE FEE.

Each responsible person against whose property an assessment is levied pursuant to this chapter will also be assessed an administrative fee in an amount established by city council resolution based on the costs incurred in levying the assessment. The administrative fee will be included in the lien amount approved by the city council and recorded against the responsible person's property.

4.40.260 SATISFACTION OF LIEN.

Once the city receives full payment for outstanding principal, penalties, and costs, the director will either record a notice of satisfaction or provide the responsible person with a notice of satisfaction for recordation at the Los Angeles County Recorder's Office. This notice of satisfaction will cancel the city's lien.

4.40.270 ENFORCEMENT.

- A. The city attorney is authorized to commence a civil action in the superior court to enforce all or any of the provisions of this chapter.
- B. Where a civil action is filed, the prevailing party is entitled to reasonable attorneys' fees, but is limited by the amount of attorneys' fees claimed by the city pursuant to Government Code § 38773.5. If the court issues an

order or a judgment which validates an accounting, the court will also award the city its actual costs, including, without limitation, reasonable attorneys' fees incurred by the city in such judicial proceeding.

- C. The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies including, without limitation, those set forth elsewhere in this code."

SECTION 6: Section 12 of Ordinance No. 2118 (adding section 21.09.150) is hereby repealed, and a new Section 4.30.200 is added to the Monterey Park Municipal Code to read as follows:

"4.30.200 UNLAWFUL BOARDING HOUSES.

Unlawful boarding houses are a public nuisance and constitute an unfair business practice that are presumed to nominally damages each and every resident of the community. Any person acting for the interests of him/herself or the general public may bring a civil action, including an action for injunctive relief, to recover damages and prevent future violations."

SECTION 7: *Environmental Review.* This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing public nuisance codes and procedures related to such codes. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This ordinance is an action being taken for enhanced protection of the environment.

SECTION 8: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 10: 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 11: This Ordinance will take effect on the 31st day following its final passage and adoption.

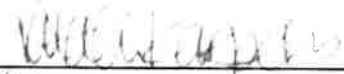
PASSED AND ADOPTED this ____ day of March, 2018.

Stephen Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: 
Natalie C. Karpeles, Deputy City Attorney

ATTACHMENT 3
NICE
Emergency
Action Plan

NICE Emergency Action Plan

The goal of the Emergency Relocation Plan is to ensure that the public's safety is maintained at the highest possible level during times of emergency resulting from violations of applicable law and to provide for the orderly relocation of residents who, through no fault of their own, have been displaced due to serious code violations in or at their residences which affect their health, safety and welfare. Relocation and enforcement will be coordinated as follows:

1. Upon acting upon a NICE Project, the Operations Coordinator (in consultation with the Building Official) will determine whether to close or allow a facility to remain occupied.
2. Upon determining that a facility should be closed, the Operations Coordinator will schedule a meeting with the NICE Task Force and the City Manager to identify all actions needed to complete closing a facility.
3. At the request of the Operations Coordinator, the Recreation and Parks Director, or designee, will begin preparations to make the Langley Community Center available as an emergency shelter for displaced persons. The Operations Coordinator will endeavor to find temporary shelter (motel rooms) for displaced persons within three days. This temporary housing will not exceed three days.
4. The Operations Coordinator will assign a member of the NICE Task Force to:
 - a. Register all residents who reside at the site;
 - b. Distribute to all affected residents the prepared resident packets which contain all necessary information and instructions for a safe and timely relocation; and
 - c. Document all communications and instructions given to the residents.
5. When necessary, the Operations Coordinator will assign a member of the NICE Task Force to assist in transporting displaced persons and securing of the NICE Project with fencing or other appropriate material.
6. If desirable, the Operations Coordinator will assign a member of the NICE Task Force to act as a public information officer to provide information to the media.
7. The Operations Coordinator will assign a NICE Task Force member to take action for accommodating displaced persons. This may include, without limitation:
 - a. Notifying appropriate charitable organizations, mental health organizations, L.A. County Department of Children and Family Services, and other applicable agencies.
 - b. Maintaining a list of motels in Monterey Park and the San Gabriel Valley that have agreed to accept emergency relocation on a temporary basis.



City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-E.**

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works / City Engineer
SUBJECT: Memorandum of Agreement for the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area for Fiscal Years 2019 - 2023

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute the Memorandum of Agreement, in a form approved by the City Attorney, to cooperatively share costs in the implementation of the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area for Fiscal Years 2019 - 2023; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from additional environmental review pursuant to CEQA Guidelines Sections 15262, 15306, 15307, and 15308. The project consists of comprehensive data collection efforts to monitor the aquatic toxicity that is present in downstream receiving waters. The purpose of the project is to determine if possible actions are necessary to protect natural resources and the environment.

EXECUTIVE SUMMARY:

On November 18, 2015, Los Angeles Regional Water Quality Control Board (Regional Board) approved the Coordinated Integrated Monitoring Program (CIMP) that Monterey Park, along with 18 other jurisdictions in the Upper Los Angeles River (ULAR) group, had submitted to the Regional Board for review. On April 20, 2016, the Regional Board also approved the Enhanced Watershed Management Plan (EWMP) that the ULAR group had also submitted. The ULAR group is now required to implement the CIMP.

The CIMP and EWMP Memorandum of Agreement (MOA) is a cost-sharing agreement to perform and coordinate the monitoring services required per the CIMP. The previous CIMP and EWMP MOA will expire on June 30, 2018. Staff is requesting the City

Council's approval to enter into a new 5-year agreement with 19 other jurisdictions (one additional) for this effort. Monterey Park's cost share is \$17,332 for FY 2019, \$14,736 for FY 2020, \$17,016 for FY 2021, \$15,124 for FY 2022, and \$16,255 for FY 2023, for a total cost of \$80,462 over five years.

BACKGROUND:

On November 6, 2013, the City Council approved Monterey Park's participation in the City of Los Angeles' (City of LA) collaborative effort to develop the CIMP and EWMP as a means to comply with the Municipal Separate Storm Sewer (MS4) permit that was adopted by the Regional Board. The collaboration with the City of LA includes Monterey Park along with 18 other jurisdictions (table below).

On June 26, 2014, the ULAR group submitted the CIMP to the Regional Board for their review and the Regional Board approved the plan on November 18, 2015. The total cost for the implementation of the CIMP was estimated not to exceed \$6,007,558. The ULAR group also submitted the EWMP to the Regional Board for review in March 2015 and the Regional Board approved the plan on April 20, 2016. Each jurisdiction's cost share is based on the percentage of land area that discharges into the ULAR Watershed Management Area.

On February 3, 2016, the City Council approved a 3-year CIMP and EWMP MOA in the amount of \$125,611 for Fiscal Years 2016 – 2018. That MOA will expire on June 30, 2018. The ULAR group has proposed a new 5-year MOA for continued monitoring (CIMP) and non-monitoring (EWMP) tasks. For Fiscal Years 2019 – 2023, the City's cost share for the development of the CIMP and EWMP is \$52,105 and \$28,357, respectively, for a total cost of \$80,462 over the 5-year period. In addition, the ULAR group added San Gabriel Valley Council of Governments (SGVCOG) as the 20th jurisdiction to perform all of the monitoring and to oversee the contract with the City of LA. The table below lists the 20 jurisdictions in the ULAR group:

City of Los Angeles	City of Rosemead
City of Alhambra	City of San Fernando
City of Burbank	City of San Gabriel
City of Calabasas	City of San Marino
City of Glendale	City of South El Monte
City of Hidden Hills	City of South Pasadena
City of La Canada Flintridge	City of Temple City
City of Montebello	Los Angeles Flood Control District
City of Monterey Park	County of Los Angeles
City of Pasadena	San Gabriel Valley Council of Governments

The scope of work for the CIMP includes installation and maintenance of sampling sites to determine levels of contamination of storm water discharges into the watershed area. The CIMP is a highly technical program that will verify the effectiveness of the EWMP as it is implemented. The cost for the City to undertake this effort alone would likely be much

higher than a collaborated effort with other jurisdictions. As the City has already agreed to participate in the EWMP, implementing its own CIMP would not be practical and would not be approved by the Regional Board.

Monterey Park contracts with John L. Hunter & Associates (JLHA) to help maintain our compliance with the MS4 permit, including our current participation in the EWMP and CIMP. JLHA has assisted us throughout the MOA process and will continue to represent Monterey Park at ULAR group meetings and activities, and provide technical guidance for storm water related activities.

FISCAL IMPACT:

The cost to participate in the CIMP and EWMP MOA is funded by Refuse Fund (Account No. 0043-801-4203-31950). The City's cost share is \$17,332 for FY 2019, \$14,736 for FY 2020, \$17,016 for FY 2021, \$15,124 for FY 2022, and \$16,255 for FY 2023 for a total of \$80,462 over the five year period.

Respectfully submitted by:

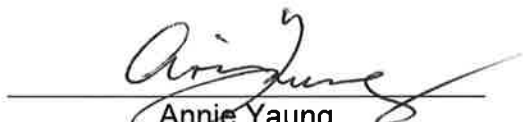

Mark A. McAvoy
Director of Public Works /
City Engineer


Bonnie Tam
Principal Management Analyst

Approved by:


Ron Bow
City Manager

Reviewed by:


Annie Young
Director of Management Services


Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. MOA for ULAR CIMP and EWMP

ATTACHMENT1

MOA for ULAR CIMP and EWMP

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Los Angeles

County Flood Control Districts (LACFCD), and the County of Los Angeles (COUNTY); and the term CITY shall mean only the City of Los Angeles; and the term SGVCOG shall mean the San Gabriel Valley Council of Government; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board has adopted National Pollutant Discharge Elimination System MS4 Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was approved by the Regional Board on November 18, 2015; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES of the CIMP and the EWMP-RELATED TASKS on the PARTIES' behalf, and the PARTIES have agreed to pay the CITY for their services as indicated in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES and EWMP-RELATED TASKS, at a cost not to exceed those shown in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and EWMP-RELATED TASKS and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES; and (d) negotiate, enter into agreements with consultant(s) to execute services to uphold the SERVICES and TASKS of this MOA; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$6,758,892 as shown in Table 1 of Exhibit C; and.

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and EWMP based on the Distributed Cost contained in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SGVCOG agrees to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost-sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the invoicing table in Exhibit C will be modified as appropriate and each PARTY's proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES, and SGVCOG agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and TASKS of the Upper Los Angeles River Watershed Management Area Group CIMP and EWMP and to authorize the SGVCOG to administer the cost sharing.

Section 3. Cooperation. The PARTIES and the SGVCOG shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and EWMP-RELATED TASKS and authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on the date the last PARTY executes this MOA and shall remain in effect for five (5) years from the effective date or until June 30th, 2023, or whichever is later. The MOA may be extended, through an executed amendment, for an additional three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report. The CITY reserves the right to modify this MOA, through a written amendment to be approved by all PARTIES, when conditions, such as, but not limited to, expansion of CIMP requirements, additional EWMP-RELATED TASKS impact annual costs.
- b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) businesses days prior to submittal to the Regional Board. The PARTIES may

review the monitoring report and submit comments to the CITY prior to its submittal to the Regional Board.

- c. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit C. SGVCOG will pay the CITY, the difference between the funds collected and the sum of administrative costs, the CITY's portion of shared costs for MONITORING SERVICES and EWMP-RELATED TASKS. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the next fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES and EWMP-RELATED TASKS completed during each annual payment term by October 31st of the following year. Contingency and other funds shall be retained by SGVCOG to be used at the discretion of the PARTIES. The PARTIES will form a Technical Advisory Committee (TAC) subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to the CITY.
- d. Additional Studies. The PARTIES agree that preparing grant applications, and/or conducting watershed-wide special studies, monitoring with other watershed groups, conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the Parties subject to the terms of this MOA, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and revise Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B showing which PARTIES will be funding the activities and in what amounts.
- a. Contracting. The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the invoicing tables in Exhibit C shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

- a. Annual Payment. Each PARTY shall pay the SGVCOG for its proportional share of the estimated cost for MONITORING SERVICES and EWMP-RELATED

TASKS including SGVCOG's fees as shown in Table 4 of Exhibit A and Table 3 of Exhibit B, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fixed fee as set forth in Table 4 of Exhibit A and Table 3 of Exhibit B and twelve hundred and thirty dollars (\$1,230) per individual permittee agreement. The invoicing amounts presented in Exhibit C have been agreed upon by the PARTIES and are subject to change, through a written amendment, to address unforeseen challenges.

- b. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A and EWMP-RELATED TASKS in Exhibit B include a Program Management Fee for facilitation of this MOA by the SGVCOG in the combined amount of \$100,000 per year as shown in Table 4 of Exhibit A and Table 3 of Exhibit B.
- c. Contingency. The CITY and the SGVCOG will notify the PARTIES if actual expenditures for MONITORING SERVICES and/or EWMP-RELATED TASKS are anticipated to exceed the cost estimates contained in Exhibit A and B. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Table 1 of Exhibit C. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA. These funds will be held by SGVCOG until such time as they are needed.
- d. Reconciliation of this MOA. Any unexpended funds held by SGVCOG at the termination of this MOA will be refunded or credited to the PARTIES by the SGVCOG, as requested in writing by each PARTY and in accordance with the distributed cost formula set forth in Tables 1 of Exhibit C or PARTIES may elect to roll-over unexpended funds to cover monitoring expenses in the subsequent MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.
- e. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made within one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made within thirty one (31) to sixty (60) days after the due date. The Prime Rate in

effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

- f. Delinquent Payments. A payment is considered to be delinquent one hundred and eighty (180) days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from SGVCOG counsel; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP or EWMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit C.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to provide at no cost to the City all requested information and documentation in their possession that is deemed necessary by the PARTIES to perform the MONITORING SERVICES and EWMP-RELATED TASKS.
- b. Access. Each PARTY shall allow the City or its contractor reasonable access and entry to—on an as- needed basis during the term of this MOA—certain facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary for the CITY or its contractor to perform MONITORING SERVICES and EWMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses. Thus, the PARTIES agree to

fund the required additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

- d. Reporting. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) business days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

- a. Each PARTY and the SGVCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. Any PARTY including the SGVCOG may withdraw from this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly

responsible for their share of the costs of MONITORING SERVICES and EWMP-RELATED TASKS for the extent of the effective term of this MOA. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or EWMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- d. **EQUIPMENT Ownership** - Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES and/or SGVCOG at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. PARTIES and SBCCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

- b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit D. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The parties to this MOA are, and shall at all times remain as to each other, wholly independent entities. No party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each party to this MOA; provided, however, no party may assign its respective rights or obligations under this MOA without the prior written consent of the other parties.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit D or by a responsible individual as determined by each PARTY.
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. No Presumption in Drafting. The parties to this MOA agree that the general rule that an MOA is to be interpreted against the party drafting it, or causing it to be prepared shall not apply.
- h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. Entire Agreement. This MOA constitutes the entire agreement of the parties to this MOA with respect to the subject matter hereof.

- j. Waiver. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all parties to this MOA.
- l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

IN WITNESS WHEREOF, the PARTIES and SBCCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By

Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:

Mark Pestrella, Chief Engineer

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By:

Deputy

Date

CITY OF ALHAMBRA

By _____
Stephen Sham
Mayor

Date

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

Kevin James, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

THE CITY OF BURBANK

Dated: _____

CITY OF BURBANK

By _____
Will Rogers, Mayor

ATTEST:

Zizette Mullins, CMC, City Clerk

APPROVED AS TO FORM:

Joseph H. McDougall, Senior Assistant City Attorney

CITY OF CALABASAS

Dated: _____

CITY OF CALABASAS

By _____
Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Scott Howard, Interim City Attorney

CITY OF GLENDALE

Dated: _____

CITY OF GLENDALE

By _____
Vartan Gharpetian, Mayor

ATTEST:

Yasmin K. Beers, City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated:

CITY OF HIDDEN HILLS

By _____

Larry G. Weber, Mayor

ATTEST:

Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

CITY OF LA CANADA FLINTRIDGE

By _____
Dave Spence, Mayor

ATTEST:

Mark R. Alexander, City Manager

APPROVED AS TO FORM:

Mark Steres, City Attorney

CITY OF MONTEBELLO

Dated: _____

CITY OF MONTEBELLO

By _____
Vanessa Delgado, Mayor

ATTEST:

Irma-Bernal Barajas, City Clerk

APPROVED AS TO FORM:

Chris Cardinale, City Attorney

CITY OF MONTEREY PARK

Date: _____

By: _____

Ron Bow, City Manager

ATTEST:

By: _____

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____

Karl H. Berger, Assistant City Attorney

CITY OF PASADENA

Dated: _____

CITY OF PASADENA

By _____
Steve Mermell, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Brad L. Fuller, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

CITY OF ROSEMEAD

By _____
Jeff Allred, City Manager

ATTEST:

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

CITY OF SAN FERNANDO

By _____
Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

CITY OF SAN GABRIEL

Dated: _____

CITY OF SAN GABRIEL

By _____
Steven A. Preston, City Manager

ATTEST:

Julie Nguyen, City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____

CITY OF SAN MARINO

By _____
Steve Talt, Mayor

ATTEST:

Marcella Marlowe, City Manager

APPROVED AS TO FORM:

Steven Flower, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

CITY OF SOUTH EL MONTE

By _____
[INSERT NAME], City Manager

ATTEST:

[insert name], City Clerk

APPROVED AS TO FORM:

[insert name], City Attorney

CITY OF SOUTH PASADENA

Dated: _____

CITY OF SOUTH PASADENA

By _____
Stephanie DeWolfe, City Manager

ATTEST:

Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

CITY OF THE TEMPLE CITY

Date: _____

CITY OF TEMPLE CITY

By _____
Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Date: _____

Director

By: _____
Marisa Creter, Interim Executive

APPROVED AS TO FORM:

By: _____
Richard D. Jones
Counsel for the SGVCOG

EXHIBIT A

Upper Los Angeles River Enhanced Watershed Management Area CIMP Implementation Costs

Table 1. Exhibit A Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD	\$41,269	\$57,360	\$34,536	\$34,556	\$51,127	\$218,848
City of Los Angeles	\$448,136	\$637,212	\$373,145	\$373,145	\$580,367	\$2,412,005
County of Los Angeles	\$110,198	\$132,588	\$94,952	\$95,161	\$116,540	\$549,439
City of Alhambra	\$11,184	\$10,053	\$10,053	\$10,053	\$10,053	\$51,398
City of Burbank	\$25,406	\$42,837	\$22,837	\$22,837	\$54,168	\$168,086
City of Calabasas	\$23,640	\$70,648	\$8,245	\$8,245	\$8,245	\$119,023
City of Glendale	\$44,852	\$71,702	\$40,317	\$40,317	\$88,532	\$285,720
City of Hidden Hills	\$5,496	\$15,915	\$1,978	\$1,978	\$1,978	\$27,345
City of La Canada Flintridge	\$12,673	\$14,057	\$11,392	\$11,392	\$15,314	\$64,827
City of Montebello	\$12,265	\$11,025	\$11,025	\$11,025	\$11,025	\$56,365
City of Monterey Park	\$11,338	\$10,192	\$10,192	\$10,192	\$10,192	\$52,105
City of Pasadena	\$33,902	\$30,693	\$30,474	\$30,474	\$30,857	\$156,399
City of Rosemead	\$7,581	\$6,815	\$6,815	\$6,815	\$6,815	\$34,840
City of San Fernando	\$3,475	\$4,623	\$3,124	\$3,124	\$5,359	\$19,705
City of San Gabriel	\$6,056	\$5,444	\$5,444	\$5,444	\$5,444	\$27,832
City of San Marino	\$5,518	\$4,960	\$4,960	\$4,960	\$4,960	\$25,357
City of South El Monte	\$11,484	\$11,271	\$11,431	\$11,594	\$11,760	\$57,541
City of South Pasadena	\$5,006	\$4,500	\$4,500	\$4,500	\$4,500	\$23,005
City of Temple City	\$5,900	\$5,303	\$5,303	\$5,303	\$5,303	\$27,113

Total Estimated Cost of CIMP	\$825,379	\$1,147,199	\$690,722	\$691,114	\$1,022,538	\$4,376,952
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Note:

- 1: The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring (refer to Table 3a-j, Exhibit A), Legg Lake Receiving Water Monitoring, and SGVCOG annual fee.

Table 2. Exhibit A Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	\$273,744	\$273,744	\$273,744	\$273,744	\$273,744	\$1,368,720
Stormwater Outfall Monitoring	\$80,009	\$80,009	\$80,009	\$80,009	\$80,009	\$400,044
Non-Stormwater Outfall Monitoring	(NSWO costs are distributed according to sub-watershed)					
Data Management (15%)	\$53,063	\$53,063	\$53,063	\$53,063	\$53,063	\$265,315
Capital Expenses	\$96,906	\$21,000	\$21,000	\$21,000	\$21,000	\$180,906
Operation & Maintenance Expenses	\$9,414	\$9,414	\$9,414	\$9,414	\$9,414	\$47,072
Contracted Services: Annual Report, Data Tools, On-call support	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Program Management (5%)	\$30,157	\$26,362	\$26,362	\$26,362	\$26,362	\$135,603
General Monitoring Costs (Sub-Total)	\$633,293	\$553,592	\$553,592	\$553,592	\$553,592	\$2,847,659
Contingency (10%)	\$63,329	\$55,359	\$55,359	\$55,359	\$55,359	\$284,766
Annual Escalation (0%, 2%, 2%, 2%, 2%)	\$0	\$12,179	\$12,179	\$12,179	\$12,179	\$48,716
General Monitoring Costs (Total)	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$34,831	\$31,056	\$31,056	\$31,056	\$31,056	\$159,057
City of Los Angeles	181,288.00	58.53%	\$387,319	\$345,345	\$345,345	\$345,345	\$345,345	\$1,768,699
County of Los Angeles	41,048.07	13.25%	\$87,698	\$78,195	\$78,195	\$78,195	\$78,195	\$400,477
City of Alhambra	4,884.31	1.58%	\$10,435	\$9,304	\$9,304	\$9,304	\$9,304	\$47,653
City of Burbank	11,095.20	3.58%	\$23,705	\$21,136	\$21,136	\$21,136	\$21,136	\$108,248
City of Calabasas	4,005.68	1.29%	\$8,558	\$7,631	\$7,631	\$7,631	\$7,631	\$39,081
City of Glendale	19,587.50	6.32%	\$41,848	\$37,313	\$37,313	\$37,313	\$37,313	\$191,101
City of Hidden Hills	961.03	0.31%	\$2,053	\$1,831	\$1,831	\$1,831	\$1,831	\$9,376
City of La Canada Flintridge	5,534.46	1.79%	\$11,824	\$10,543	\$10,543	\$10,543	\$10,543	\$53,996

City of Montebello	5,356.38	1.73%	\$11,444	\$10,204	\$10,204	\$10,204	\$10,204	\$52,258
City of Monterey Park	4,951.51	1.60%	\$10,579	\$9,432	\$9,432	\$9,432	\$9,432	\$48,308
City of Pasadena	14,805.30	4.78%	\$31,631	\$28,203	\$28,203	\$28,203	\$28,203	\$144,445
City of Rosemead	3,310.87	1.07%	\$7,074	\$6,307	\$6,307	\$6,307	\$6,307	\$32,302
City of San Fernando	1,517.64	0.49%	\$3,242	\$2,891	\$2,891	\$2,891	\$2,891	\$14,807
City of San Gabriel	2,644.87	0.85%	\$5,651	\$5,038	\$5,038	\$5,038	\$5,038	\$25,804
City of San Marino	2,409.64	0.78%	\$5,148	\$4,590	\$4,590	\$4,590	\$4,590	\$23,509
City of South El Monte	1,594.16	0.51%	\$3,406	\$3,037	\$3,037	\$3,037	\$3,037	\$15,553
City of South Pasadena	2,186.20	0.71%	\$4,671	\$4,165	\$4,165	\$4,165	\$4,165	\$21,329
City of Temple City	2,576.50	0.83%	\$5,505	\$4,908	\$4,908	\$4,908	\$4,908	\$25,137
Total	309,757.32	100%	\$696,622	\$621,130	\$621,130	\$621,130	\$621,130	\$3,181,141

Note:

1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%.

Table 3A Exhibit A Distribution of Costs for Non-Stormwater Outfall Monitoring in Aliso Canyon Wash

Non-Stormwater Outfall Monitoring (ACW)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$13,784	\$0	\$0	\$0	\$0	\$13,784
Non-Stormwater Outfall Monitoring	\$0	\$58,132	\$0	\$0	\$0	\$58,132
Data Management (15%)	\$2,068	\$8,720	\$0	\$0	\$0	\$10,788
Program Management (5%)	\$793	\$3,343	\$0	\$0	\$0	\$4,135
Monitoring Cost Sub-Total	\$16,645	\$70,195	\$0	\$0	\$0	\$86,839
Contingency (10%)	\$1,664	\$7,019	\$0	\$0	\$0	\$8,684
Annual Escalation (0%, 2%, 2%)	\$0	\$1,544	\$0	\$0	\$0	\$1,544
Aliso Canyon Wash (Total)	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$915	\$3,938	\$0	\$0	\$0	\$4,853
City of Los Angeles	11,604.43	86.31%	\$15,013	\$64,581	\$0	\$0	\$0	\$79,594
County of Los Angeles	1,839.94	13.69%	\$2,380	\$10,240	\$0	\$0	\$0	\$12,620
ACW (Total)	13,444.37	100%	\$18,309	\$78,759	\$0	\$0	\$0	\$97,068

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3B Exhibit A (McCoy Canyon)

Non-Stormwater Outfall Monitoring (McCoy Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
McCoy Canyon (Total)	\$11,916	\$51,397	\$0			\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	161.26	5.28%	\$597	\$2,576	\$0	\$0	\$0	\$3,174
County of Los Angeles	237.07	7.76%	\$878	\$3,788	\$0	\$0	\$0	\$4,666
City of Calabasas	1,820.64	59.57%	\$6,744	\$29,089	\$0	\$0	\$0	\$35,833
City of Hidden Hills	837.12	27.39%	\$3,101	\$13,375	\$0	\$0	\$0	\$16,476
McCoy Canyon (Total)	3,056.09	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = $[(\text{Total of Non-Stormwater Outfall Monitoring Costs} - \text{LACFD } 5\%) \times \text{Agency Percent Area}] / 100\%$

Table 3C Exhibit A (Dry Canyon)

Non-Stormwater Outfall Monitoring (Dry Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$8,971	\$0	\$0	\$0	\$0	\$8,971
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$1,346	\$5,691	\$0	\$0	\$0	\$7,036
Program Management (5%)	\$516	\$2,181	\$0	\$0	\$0	\$2,697
Monitoring Cost Sub-Total	\$10,833	\$45,809	\$0	\$0	\$0	\$56,642
Contingency (10%)	\$1,083	\$4,581	\$0	\$0	\$0	\$5,664
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Dry Canyon (Total)	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$596	\$2,570	\$0	\$0	\$0	\$3,166
City of Los Angeles	746.31	25.07%	\$2,838	\$12,241	\$0	\$0	\$0	\$15,079
County of Los Angeles	199.50	6.70%	\$759	\$3,272	\$0	\$0	\$0	\$4,031
City of Calabasas	2,031.13	68.23%	\$7,724	\$33,314	\$0	\$0	\$0	\$41,038
Dry Canyon (Total)	2,976.94	100%	\$11,916	\$51,397	\$0	\$0	\$0	\$63,314

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = $[(\text{Total of Non-Stormwater Outfall Monitoring Costs} - \text{LACFD } 5\%) \times \text{Agency Percent Area}] / 100\%$

Table 3D Exhibit A (Bell Creek)

Non-Stormwater Outfall Monitoring (Bell Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
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Inventory and 6 screening Events	\$13,389	\$0	\$0	\$0	\$0	\$13,389
Non-Stormwater Outfall Monitoring	\$0	\$37,937	\$0	\$0	\$0	\$37,937
Data Management (15%)	\$2,008	\$5,691	\$0	\$0	\$0	\$7,699
Program Management (5%)	\$770	\$2,181	\$0	\$0	\$0	\$2,951
Monitoring Cost Sub-Total	\$16,167	\$45,809	\$0	\$0	\$0	\$61,976
Contingency (10%)	\$1,617	\$4,581	\$0	\$0	\$0	\$6,198
Annual Escalation (0%, 2%, 2%)	\$0	\$1,008	\$0	\$0	\$0	\$1,008
Bell Creek (Total)	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$889	\$2,570	\$0	\$0	\$0	\$3,459
City of Los Angeles	9,281.64	86.24%	\$14,569	\$42,107	\$0	\$0	\$0	\$56,676
County of Los Angeles	1,357.60	12.61%	\$2,131	\$6,159	\$0	\$0	\$0	\$8,290
City of Hidden Hills	123.92	1.15%	\$195	\$562	\$0	\$0	\$0	\$757
Bell Creek (Total)	10,763.16	100%	\$17,784	\$51,397	\$0	\$0	\$0	\$69,181

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3E Exhibit A (Segment C)

Non-Stormwater Outfall Monitoring (Segment C)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$49,024	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$7,354	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,819	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$59,197	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,920	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,302	\$0
Segment C (Total)	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$3,321	\$5,204
City of Los Angeles	23,633.48	69.45%	\$0	\$24,853	\$0	\$0	\$43,821	\$68,674
County of Los Angeles	300.53	0.88%	\$0	\$316	\$0	\$0	\$557	\$873
City of Burbank	3,401.83	10.00%	\$0	\$3,577	\$0	\$0	\$6,308	\$9,885
City of Glendale	6,496.20	19.09%	\$0	\$6,831	\$0	\$0	\$12,045	\$18,877
City of Pasadena	197.70	0.58%	\$0	\$208	\$0	\$0	\$367	\$574
Segment C (Total)	34,029.74	100%	\$0	\$37,669	\$0	\$0	\$66,419	\$104,087

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFCD 5%) x Agency Percent Area] / 100%

Table 3F Exhibit A (Verdugo Wash)

Non-Stormwater Outfall Monitoring (Verdugo Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$40,916	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,137	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,353	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$49,406	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$4,941	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,087	\$0
Verdugo Wash(Total)	\$0	\$37,669	\$0	\$0	\$55,434	\$93,102

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,772	\$4,655
City of Los Angeles	1,276.17	6.68%	\$0	\$2,389	\$0	\$0	\$3,515	\$5,904

County of Los Angeles	3,671.20	19.20%	\$0	\$6,872	\$0	\$0	\$10,113	\$16,985
City of La Canada Flintridge	1,424.01	7.45%	\$0	\$2,665	\$0	\$0	\$3,923	\$6,588
City of Glendale	12,740.31	66.64%	\$0	\$23,848	\$0	\$0	\$35,095	\$58,942
City of Pasadena	6.08	0.03%	\$0	\$11	\$0	\$0	\$17	\$28
Verdugo Wash (Total)	19,117.77	100%	\$0	\$37,669	\$0	\$0	\$55,434	\$93,102

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3G Exhibit A (Burbank Western Channel)

Non-Stormwater Outfall Monitoring (BWC)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$42,363	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,355	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,436	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$51,154	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,115	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,125	\$0
Burbank Western Channel (Total)	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,870	\$4,753
City of Los Angeles	8,749.20	52.19%	\$0	\$18,676	\$0	\$0	\$28,457	\$47,133
City of Burbank	7,693.45	45.89%	\$0	\$16,423	\$0	\$0	\$25,023	\$41,445
City of Glendale	321.42	1.92%	\$0	\$686	\$0	\$0	\$1,045	\$1,732
Burbank Western Channel (Total)	16,764.07	100%	\$0	\$37,669	\$0	\$0	\$57,395	\$95,063

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3H Exhibit A (Tujunga Wash)

Non-Stormwater Outfall Monitoring (Tujunga Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$41,435	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$6,215	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$2,382	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$50,032	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$5,003	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,101	\$0
Total	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,807	\$4,690
City of Los Angeles	32,491.56	89.72%	\$0	\$32,108	\$0	\$0	\$47,849	\$79,957
County of Los Angeles	2,183.42	6.03%	\$0	\$2,158	\$0	\$0	\$3,215	\$5,373
City of Glendale	20.25	0.06%	\$0	\$20	\$0	\$0	\$30	\$50
City of San Fernando	1,517.65	4.19%	\$0	\$1,500	\$0	\$0	\$2,235	\$3,735
Tujunga Wash (Total)	36,212.88	100%	\$0	\$37,669	\$0	\$0	\$56,136	\$93,805

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3I Exhibit A (Segment D)

Non-Stormwater Outfall Monitoring (Segment D)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$28,360	\$0	\$0	\$0	\$28,360

Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$32,657	\$0
Data Management (15%)	\$0	\$4,254	\$0	\$0	\$4,899	\$4,254
Program Management (5%)	\$0	\$1,631	\$0	\$0	\$1,878	\$1,631
Monitoring Cost Sub-Total	\$0	\$34,244	\$0	\$0	\$39,433	\$34,244
Contingency (10%)	\$0	\$3,424	\$0	\$0	\$3,943	\$3,424
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$868	\$0
Total	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$0	\$1,883	\$0	\$0	\$2,212	\$4,096
City of Los Angeles	23,079.17	100.00%	\$0	\$35,785	\$0	\$0	\$42,032	\$77,817
Segment D (Total)	23,079.17	100%	\$0	\$37,669	\$0	\$0	\$44,244	\$81,913

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3J Exhibit A (Bull Creek)

Non-Stormwater Outfall Monitoring (Bull Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	\$0	\$26,778	\$0	\$0	\$0	\$26,778
Non-Stormwater Outfall Monitoring	\$0	\$0	\$0	\$0	\$37,937	\$0
Data Management (15%)	\$0	\$4,017	\$0	\$0	\$5,691	\$4,017
Program Management (5%)	\$0	\$1,540	\$0	\$0	\$2,181	\$1,540
Monitoring Cost Sub-Total	\$0	\$32,334	\$0	\$0	\$45,809	\$32,334
Contingency (10%)	\$0	\$3,233	\$0	\$0	\$4,581	\$3,233
Annual Escalation (0%, 2%, 2%)	\$0	\$0	\$0	\$0	\$1,008	\$0
Total	\$0	\$35,568	\$0	\$0	\$51,397	\$86,965

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
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LACFCD (5%)	--	--	\$0	\$1,778	\$0	\$0	\$2,570	\$4,348
City of Los Angeles	10,822.34	85.09%	\$0	\$28,752	\$0	\$0	\$41,548	\$70,299
County of Los Angeles	1,896.24	14.91%	\$0	\$5,038	\$0	\$0	\$7,280	\$12,318
Bull Creek (Total)	12,718.58	100%	\$0	\$35,568	\$0	\$0	\$51,397	\$86,965

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3K Exhibit A (Legg Lake)

Legg Lake Receiving Water Monitoring	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	\$14,178	\$14,178	\$14,178	\$14,178	\$14,178	\$42,533
Data Management (15%)	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$6,380
Program Management (5%)	\$815	\$815	\$815	\$815	\$815	\$2,446
Monitoring Cost Sub-Total	\$17,120	\$17,120	\$17,120	\$17,120	\$17,120	\$51,359
Contingency (10%)	\$1,712	\$1,712	\$1,712	\$1,712	\$1,712	\$5,136
Annual Escalation (0%, 2%, 2%, 2%, 2%)	\$0	\$377	\$384	\$392	\$400	\$761
Legg Lake (Total)	\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	\$942	\$960	\$980	\$999	\$1,019	\$2,882
County of Los Angeles	2,044.68	56.21%	\$10,056	\$10,258	\$10,463	\$10,672	\$10,885	\$30,777
South El Monte	1,592.68	43.79%	\$7,833	\$7,990	\$8,150	\$8,313	\$8,479	\$23,973
Legg Lake (Total)	3,637.35	100%	\$18,831	\$19,208	\$19,592	\$19,984	\$20,384	\$98,000

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within Lake = [(Total of Lake Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 4. San Gabriel Valley Council of Governments Fee

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	5.00%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
City of Los Angeles	181,288.00	58.53%	\$27,800	\$27,800	\$27,800	\$27,800	\$27,800	\$138,999
County of Los Angeles	41,048.07	13.25%	\$6,295	\$6,295	\$6,295	\$6,295	\$6,295	\$31,473
City of Alhambra	4,884.31	1.58%	\$749	\$749	\$749	\$749	\$749	\$3,745
City of Burbank	11,095.20	3.58%	\$1,701	\$1,701	\$1,701	\$1,701	\$1,701	\$8,507
City of Calabasas	4,005.68	1.29%	\$614	\$614	\$614	\$614	\$614	\$3,071
City of Glendale	19,587.50	6.32%	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$15,018
City of Hidden Hills	961.03	0.31%	\$147	\$147	\$147	\$147	\$147	\$737
City of La Canada Flintridge	5,534.46	1.79%	\$849	\$849	\$849	\$849	\$849	\$4,243
City of Montebello	5,356.38	1.73%	\$821	\$821	\$821	\$821	\$821	\$4,107
City of Monterey Park	4,951.51	1.60%	\$759	\$759	\$759	\$759	\$759	\$3,796
City of Pasadena	14,805.30	4.78%	\$2,270	\$2,270	\$2,270	\$2,270	\$2,270	\$11,352
City of Rosemead	3,310.87	1.07%	\$508	\$508	\$508	\$508	\$508	\$2,539
City of San Fernando	1,517.64	0.49%	\$233	\$233	\$233	\$233	\$233	\$1,164
City of San Gabriel	2,644.87	0.85%	\$406	\$406	\$406	\$406	\$406	\$2,028
City of San Marino	2,409.64	0.78%	\$370	\$370	\$370	\$370	\$370	\$1,848
City of South El Monte	1,594.16	0.51%	\$244	\$244	\$244	\$244	\$244	\$1,222
City of South Pasadena	2,186.20	0.71%	\$335	\$335	\$335	\$335	\$335	\$1,676
City of Temple City	2,576.50	0.83%	\$395	\$395	\$395	\$395	\$395	\$1,975
Total	309,757.32	1.00	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000

Note:

1. Total cost of SGVCOG Fees is \$50,000 per year.
2. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area EWMP Implementation Costs

Table 1. Distribution of Total Cost for Implementing ULAR EWMP Associated Tasks

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	58.53%	\$219,177	\$166,120	\$312,775	\$416,958	\$221,723	\$1,336,752
Alhambra	1.58%	\$5,916	\$4,484	\$6,735	\$4,867	\$5,985	\$27,987
Burbank	3.58%	\$13,409	\$10,163	\$15,265	\$33,182	\$13,564	\$85,583
Calabasas	1.29%	\$5,254	\$3,662	\$45,435	\$3,975	\$4,887	\$63,213
Glendale	6.32%	\$23,627	\$17,943	\$26,949	\$98,628	\$23,947	\$191,139
Hidden Hills	0.31%	\$4,303	\$882	\$10,237	\$957	\$1,176	\$17,555
La Canada Flintridge	1.79%	\$6,704	\$5,082	\$7,632	\$5,516	\$6,782	\$31,717
Montebello	1.73%	\$6,478	\$4,910	\$7,375	\$5,329	\$6,553	\$30,646
Monterey Park	1.60%	\$5,994	\$4,544	\$6,824	\$4,932	\$6,064	\$28,357
Pasadena	4.78%	\$17,897	\$13,564	\$20,375	\$14,758	\$18,105	\$84,698
Rosemead	1.07%	\$5,034	\$3,034	\$4,559	\$3,294	\$4,051	\$19,971
San Fernando	0.49%	\$4,474	\$1,390	\$2,088	\$5,510	\$1,855	\$15,317
San Gabriel	0.85%	\$4,828	\$2,414	\$3,625	\$3,917	\$3,221	\$18,005
San Marino	0.78%	\$4,753	\$2,212	\$3,324	\$2,401	\$2,953	\$15,642
South El Monte	0.51%	\$1,602	\$3,052	\$2,177	\$1,573	\$1,934	\$10,338
South Pasadena	0.71%	\$4,680	\$2,010	\$3,022	\$2,182	\$2,685	\$14,579
Temple City	0.83%	\$4,804	\$2,354	\$3,537	\$2,555	\$3,143	\$16,393
LACFCD	--	\$10,250	\$6,500	\$34,050	\$27,300	\$11,500	\$89,600
LA County	13.25%	\$49,616	\$37,605	\$69,313	\$77,719	\$50,192	\$284,445
Total	100.00%	\$398,845	\$290,923	\$585,296	\$715,552	\$390,321	\$2,381,938

Notes:

1. Total Cost = SGVCOG Admin Fee + Annual Report Costs + Adaptive Management Costs + ROWD Costs + LRS Costs + TMRP Costs + Special Studies Costs + 2017 Report of Waste Discharge (ROWD).

Table 2 : Upper Los Angeles CIMP Contingency (Deficiency) Funds FY15/16 To FY 17/18

CITY	% Drainage Area	FY 15-16	FY 16-17	FY 17-18	Contingency		
		Contingency			Total collected FY15-18	Used	Leftover
City of Los Angeles	58.53%	\$81,543	\$66,726	\$ 60,867	\$209,136	\$50,699.77	\$158,436.67
Alhambra	1.58%	\$2,201	\$1,801	\$1,643	\$5,646	\$5,258.20	\$387.38
Burbank	3.58%	\$4,988	\$4,081	\$3,723	\$12,792	\$6,858.12	\$5,933.76
Calabasas	1.29%	\$1,797	\$1,471	\$1,342	\$4,609	\$5,031.86	(\$422.50)
Glendale	6.32%	\$8,805	\$7,205	\$6,572	\$22,582	\$9,045.74	\$13,536.56
Hidden Hills	0.31%	\$432	\$353	\$322	\$1,108	\$4,247.56	(\$3,139.88)
La Canada Flintridge	1.79%	\$2,494	\$2,041	\$1,861	\$6,396	\$5,425.68	\$970.26
Montebello	1.73%	\$2,410	\$1,972	\$1,799	\$6,182	\$5,379.80	\$801.75
Monterey Park	1.60%	\$2,229	\$1,824	\$1,664	\$5,717	\$5,275.51	\$441.53
Pasadena	4.78%	\$6,659	\$5,449	\$4,971	\$17,080	\$7,813.84	\$9,265.81
Rosemead	1.07%	\$1,491	\$1,220	\$1,113	\$3,823	\$4,852.88	(\$1,029.61)
San Fernando	0.49%	\$683	\$559	\$510	\$1,751	\$4,390.94	(\$2,640.10)
San Gabriel	0.85%	\$1,184	\$969	\$884	\$3,037	\$4,681.32	(\$1,644.14)
San Marino	0.78%	\$1,087	\$889	\$811	\$2,787	\$4,620.72	(\$1,833.66)
South El Monte	0.51%	\$711	\$581	\$530	\$1,822	\$4,410.66	(\$2,588.35)
South Pasadena	0.71%	\$989	\$809	\$738	\$2,537	\$4,563.16	(\$2,026.22)
Temple City	0.83%	\$1,156	\$946	\$863	\$2,966	\$4,663.71	(\$1,698.00)
LACFCD	--	\$7,333	\$6,000	\$5,473	\$18,806	\$ -	\$18,806.05
LA County	13.25%	\$18,460	\$15,106	\$13,779	\$47,344	\$ 14,573.98	\$32,770.25
Total	100.00%	\$146,650	\$120,004	\$109,467	\$376,121	\$151,793.45	\$224,327.55

Notes:

1. Table represents excess contingency funds from FY 15-16 per Agency. As agreed, costs for the implementation of the TMRP (\$4,000/Agency) was subtracted from each Agency's contingency surplus. Agency's showing Deficiency have remaining implementation costs factored into Year 1 of the TMRP annual costs (refer to Table 8)

Table 3: Upper Los Angeles SGVCOG Management Funds FY18/19 To FY 22/23

CITY	%Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802	\$ 27,802
Alhambra	1.58%	\$ 751	\$ 751	\$ 751	\$ 751	\$ 751
Burbank	3.58%	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701	\$ 1,701
Calabasas	1.29%	\$ 613	\$ 613	\$ 613	\$ 613	\$ 613
Glendale	6.32%	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002	\$ 3,002
Hidden Hills	0.31%	\$ 147	\$ 147	\$ 147	\$ 147	\$ 147
La Canada Flintridge	1.79%	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
Montebello	1.73%	\$ 822	\$ 822	\$ 822	\$ 822	\$ 822
Monterey Park	1.60%	\$ 760	\$ 760	\$ 760	\$ 760	\$ 760
Pasadena	4.78%	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271	\$ 2,271
Rosemead	1.07%	\$ 508	\$ 508	\$ 508	\$ 508	\$ 508
San Fernando	0.49%	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233
San Gabriel	0.85%	\$ 404	\$ 404	\$ 404	\$ 404	\$ 404
San Marino	0.78%	\$ 371	\$ 371	\$ 371	\$ 371	\$ 371
South El Monte	0.51%	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242
South Pasadena	0.71%	\$ 337	\$ 337	\$ 337	\$ 337	\$ 337
Temple City	0.83%	\$ 394	\$ 394	\$ 394	\$ 394	\$ 394
LACFCD	--	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
LA County	13.25%	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294	\$ 6,294
Total	100.00%	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Table 4: Upper Los Angeles Annual Report Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 58,530	\$ 58,530	\$ 58,530	\$ 58,530	\$ 58,530
Alhambra	1.58%	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,580
Burbank	3.58%	\$ 3,580	\$ 3,580	\$ 3,580	\$ 3,580	\$ 3,580
Calabasas	1.29%	\$ 1,290	\$ 1,290	\$ 1,290	\$ 1,290	\$ 1,290
Glendale	6.32%	\$ 6,320	\$ 6,320	\$ 6,320	\$ 6,320	\$ 6,320
Hidden Hills	0.31%	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310
La Canada Flintridge	1.79%	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790
Montebello	1.73%	\$ 1,730	\$ 1,730	\$ 1,730	\$ 1,730	\$ 1,730
Monterey Park	1.60%	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600
Pasadena	4.78%	\$ 4,780	\$ 4,780	\$ 4,780	\$ 4,780	\$ 4,780
Rosemead	1.07%	\$ 1,070	\$ 1,070	\$ 1,070	\$ 1,070	\$ 1,070
San Fernando	0.49%	\$ 490	\$ 490	\$ 490	\$ 490	\$ 490
San Gabriel	0.85%	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
San Marino	0.78%	\$ 780	\$ 780	\$ 780	\$ 780	\$ 780
South El Monte	0.51%	\$ 510	\$ 510	\$ 510	\$ 510	\$ 510
South Pasadena	0.71%	\$ 710	\$ 710	\$ 710	\$ 710	\$ 710
Temple City	0.83%	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830
LACFCD	—	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
LA County	13.25%	\$ 13,250	\$ 13,250	\$ 13,250	\$ 13,250	\$ 13,250
Total	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

Notes:

1. LACFCD is compiling their own Annual Report and not contributing to the Watershed effort.

Table 5: Upper Los Angeles Adaptive Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 41,703	\$ -	\$ 83,405	\$ -	\$ 55,604
Alhambra	1.58%	\$ 1,126	\$ -	\$ 2,252	\$ -	\$ 1,501
Burbank	3.58%	\$ 2,551	\$ -	\$ 5,102	\$ -	\$ 3,401
Calabasas	1.29%	\$ 919	\$ -	\$ 1,838	\$ -	\$ 1,226
Glendale	6.32%	\$ 4,503	\$ -	\$ 9,006	\$ -	\$ 6,004
Hidden Hills	0.31%	\$ 221	\$ -	\$ 442	\$ -	\$ 295
La Canada Flintridge	1.79%	\$ 1,275	\$ -	\$ 2,551	\$ -	\$ 1,701
Montebello	1.73%	\$ 1,233	\$ -	\$ 2,465	\$ -	\$ 1,644
Monterey Park	1.60%	\$ 1,140	\$ -	\$ 2,280	\$ -	\$ 1,520
Pasadena	4.78%	\$ 3,406	\$ -	\$ 6,812	\$ -	\$ 4,541
Rosemead	1.07%	\$ 762	\$ -	\$ 1,525	\$ -	\$ 1,017
San Fernando	0.49%	\$ 349	\$ -	\$ 698	\$ -	\$ 466
San Gabriel	0.85%	\$ 606	\$ -	\$ 1,211	\$ -	\$ 808
San Marino	0.78%	\$ 556	\$ -	\$ 1,112	\$ -	\$ 741
South El Monte	0.51%	\$ 363	\$ -	\$ 727	\$ -	\$ 485
South Pasadena	0.71%	\$ 506	\$ -	\$ 1,012	\$ -	\$ 675
Temple City	0.83%	\$ 591	\$ -	\$ 1,183	\$ -	\$ 789
LACFCD	-	\$ 3,750	\$ -	\$ 7,500	\$ -	\$ 5,000
LA County	13.25%	\$ 9,441	\$ -	\$ 18,881	\$ -	\$ 12,588
Total	100.00%	\$ 75,000		\$ 150,000	\$ -	\$ 100,000

Notes:

1. Year 3 includes costs for a Reasonable Assurance Analysis (RAA)

Table 6: Upper Los Angeles Report Of Waste Discharge (ROWD) FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ -	\$ -	\$ -	\$ 14,194	\$ -
Alhambra	1.58%	\$ -	\$ -	\$ -	\$ 383	\$ -
Burbank	3.58%	\$ -	\$ -	\$ -	\$ 868	\$ -
Calabasas	1.29%	\$ -	\$ -	\$ -	\$ 313	\$ -
Glendale	6.32%	\$ -	\$ -	\$ -	\$ 1,533	\$ -
Hidden Hills	0.31%	\$ -	\$ -	\$ -	\$ 75	\$ -
La Canada Flintridge	1.79%	\$ -	\$ -	\$ -	\$ 434	\$ -
Montebello	1.73%	\$ -	\$ -	\$ -	\$ 420	\$ -
Monterey Park	1.60%	\$ -	\$ -	\$ -	\$ 388	\$ -
Pasadena	4.78%	\$ -	\$ -	\$ -	\$ 1,159	\$ -
Rosemead	1.07%	\$ -	\$ -	\$ -	\$ 259	\$ -
San Fernando	0.49%	\$ -	\$ -	\$ -	\$ 119	\$ -
San Gabriel	0.85%	\$ -	\$ -	\$ -	\$ 206	\$ -
San Marino	0.78%	\$ -	\$ -	\$ -	\$ 189	\$ -
South El Monte	0.51%	\$ -	\$ -	\$ -	\$ 124	\$ -
South Pasadena	0.71%	\$ -	\$ -	\$ -	\$ 172	\$ -
Temple City	0.83%	\$ -	\$ -	\$ -	\$ 201	\$ -
LACFCD	-	\$ -	\$ -	\$ -	\$ 750	\$ -
LA County	13.25%	\$ -	\$ -	\$ -	\$ 3,213	\$ -
Total	100.00%	\$ -	\$ -	\$ -	\$ 25,000	\$ -

Table 7: Upper Los Angeles Load Reduction Strategy (LRS)Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ -	\$ -	\$ 63,200	\$ 236,644	\$ -
Alhambra	1.58%	\$ -	\$ -	\$ -	\$ -	\$ -
Burbank	3.58%	\$ -	\$ -	\$ -	\$ 22,150	\$ -
Calabasas	1.29%	\$ -	\$ -	\$ 39,935	\$ -	\$ -
Glendale	6.32%	\$ -	\$ -	\$ -	\$ 79,152	\$ -

Hidden Hills	0.31%	\$ -	\$ -	\$ 8,913	\$ -	\$ -
La Canada Flintridge	1.79%	\$ -	\$ -	\$ -	\$ 2,583	\$ -
Montebello	1.73%	\$ -	\$ -	\$ -	\$ -	\$ -
Monterey Park	1.60%	\$ -	\$ -	\$ -	\$ -	\$ -
Pasadena	4.78%	\$ -	\$ -	\$ -	\$ 35	\$ -
Rosemead	1.07%	\$ -	\$ -	\$ -	\$ -	\$ -
San Fernando	0.49%	\$ -	\$ -	\$ -	\$ 3,483	\$ -
San Gabriel	0.85%	\$ -	\$ -	\$ -	\$ -	\$ -
San Marino	0.78%	\$ -	\$ -	\$ -	\$ -	\$ -
South El Monte	0.51%	\$ -	\$ -	\$ -	\$ -	\$ -
South Pasadena	0.71%	\$ -	\$ -	\$ -	\$ -	\$ -
Temple City	0.83%	\$ -	\$ -	\$ -	\$ -	\$ -
LACFCD	--	\$ -	\$ -	\$ 6,575	\$ 20,050	\$ -
LA County	13.25%	\$ -	\$ -	\$ 12,827	\$ 36,902	\$ -
Total	100.00%	\$ -	\$ -	\$ 131,500	\$ 50,000	\$ -

Notes:

1. Includes costs to perform non-stormwater investigations (\$10K/Trib or Reach), Facts Sheets for Priority Outfalls (\$3K/ea assumed 4 POs/Trib or Reach), and LRS Reports for Segment E Tributaries (FY 20-21), Segment C and its Tributaries, and Segment D and its Tributaries (FY 21-22)

Table 8: Upper Los Angeles Trash Monitoring And Reporting Plan (TMRP) Implementation FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	46.7%	\$ 35,305	\$ 35,305	\$ 35,305	\$ 35,305	\$ 35,305
Alhambra	1.26%	\$ 953	\$ 953	\$ 953	\$ 953	\$ 953
Burbank	2.86%	\$ 2,162	\$ 2,162	\$ 2,162	\$ 2,162	\$ 2,162
Calabasas	1.03%	\$ 1,201	\$ 779	\$ 779	\$ 779	\$ 779
Glendale	5.05%	\$ 3,818	\$ 3,818	\$ 3,818	\$ 3,818	\$ 3,818
Hidden Hills	0.25%	\$ 3,329	\$ 189	\$ 189	\$ 189	\$ 189
La Canada Flintridge	1.43%	\$ 1,081	\$ 1,081	\$ 1,081	\$ 1,081	\$ 1,081
Montebello	1.38%	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043

Monterey Park	1.28%	\$ 968	\$ 968	\$ 968	\$ 968	\$ 968
Pasadena	3.81%	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880
Rosemead	0.85%	\$ 1,672	\$ 643	\$ 643	\$ 643	\$ 643
San Fernando	0.39%	\$ 2,935	\$ 295	\$ 295	\$ 295	\$ 295
San Gabriel	0.68%	\$ 2,158	\$ 514	\$ 514	\$ 514	\$ 514
San Marino	0.62%	\$ 2,302	\$ 469	\$ 469	\$ 469	\$ 469
South El Monte	0.41%	\$ 2,898	\$ 310	\$ 310	\$ 310	\$ 310
South Pasadena	0.56%	\$ 2,450	\$ 423	\$ 423	\$ 423	\$ 423
Temple City	0.66%	\$ 2,197	\$ 499	\$ 499	\$ 499	\$ 499
LACFCD	--	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
LA County	10.57%	\$ 7,991	\$ 7,991	\$ 7,991	\$ 7,991	\$ 7,991
Total	79.79%	\$ 77,344	\$ 60,321	\$ 60,321	\$ 60,321	\$ 60,321

Notes:

1. Total Drainage Area (100%) includes the Ballona Creek Participating Agencies (not shown here).
2. LACFCD is implementing their own TMRP independently, and is not contributing to this Watershed effort.

Table 9: Upper Los Angeles Special Studies Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483	\$ 44,483
Alhambra	1.58%	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201	\$ 1,201
Burbank	3.58%	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721	\$ 2,721
Calabasas	1.29%	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980
Glendale	6.32%	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803	\$ 4,803
Hidden Hills	0.31%	\$ 236	\$ 236	\$ 236	\$ 236	\$ 236
La Canada Flintridge	1.79%	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360	\$ 1,360
Montebello	1.73%	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315	\$ 1,315
Monterey Park	1.60%	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216	\$ 1,216
Pasadena	4.78%	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633	\$ 3,633
Rosemead	1.07%	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813
San Fernando	0.49%	\$ 372	\$ 372	\$ 372	\$ 372	\$ 372
San Gabriel	0.85%	\$ 646	\$ 646	\$ 646	\$ 646	\$ 646

San Marino	0.78%	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593
South El Monte	0.51%	\$ 388	\$ 388	\$ 388	\$ 388	\$ 388
South Pasadena	0.71%	\$ 540	\$ 540	\$ 540	\$ 540	\$ 540
Temple City	0.83%	\$ 631	\$ 631	\$ 631	\$ 631	\$ 631
LACFCD	--	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
LA County	13.25%	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070	\$ 10,070
Total	100.00%	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000

Notes:

1. Special studies at a cost of \$200,000 each spread out over 5 years.

Table 10: Upper Los Angeles 2017 Report Of Waste Discharge (ROWD) Cost

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	\$ 11,355	\$ -	\$ -	\$ -	\$ -
Alhambra	1.58%	\$ 307	\$ -	\$ -	\$ -	\$ -
Burbank	3.58%	\$ 695	\$ -	\$ -	\$ -	\$ -
Calabasas	1.29%	\$ 250	\$ -	\$ -	\$ -	\$ -
Glendale	6.32%	\$ 1,226	\$ -	\$ -	\$ -	\$ -
Hidden Hills	0.31%	\$ 60	\$ -	\$ -	\$ -	\$ -
La Canada Flintridge	1.79%	\$ 347	\$ -	\$ -	\$ -	\$ -
Montebello	1.73%	\$ 336	\$ -	\$ -	\$ -	\$ -
Monterey Park	1.60%	\$ 310	\$ -	\$ -	\$ -	\$ -
Pasadena	4.78%	\$ 927	\$ -	\$ -	\$ -	\$ -
Rosemead	1.07%	\$ 208	\$ -	\$ -	\$ -	\$ -
San Fernando	0.49%	\$ 95	\$ -	\$ -	\$ -	\$ -
San Gabriel	0.85%	\$ 165	\$ -	\$ -	\$ -	\$ -
San Marino	0.78%	\$ 151	\$ -	\$ -	\$ -	\$ -
South El Monte	0.51%	\$ 99	\$ -	\$ -	\$ -	\$ -
South Pasadena	0.71%	\$ 138	\$ -	\$ -	\$ -	\$ -
Temple City	0.83%	\$ 161	\$ -	\$ -	\$ -	\$ -
LACFCD	--	--	\$ -	\$ -	\$ -	\$ -
LA County	13.25%	\$ 2,571	\$ -	\$ -	\$ -	\$ -
Total	100.00%	\$ 19,400	\$ -	\$ -	\$ -	\$ -

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area CIMP and EWMP Invoicing Schedule

Table 1. CIMP/EWMP Implementation Annual Implementation Costs

CITY	% Drainage Area	July 2018	July 2019	July 2020	July 2021	July 2022
City of Los Angeles	58.53%	\$ 667,313	\$ 803,332	\$ 685,920	\$ 790,103	\$ 802,090
Alhambra	1.58%	\$ 17,100	\$ 14,537	\$ 16,788	\$ 14,920	\$ 16,038
Burbank	3.58%	\$ 38,815	\$ 53,000	\$ 38,102	\$ 56,019	\$ 67,732
Calabasas	1.29%	\$ 28,894	\$ 74,310	\$ 53,680	\$ 12,220	\$ 13,132
Glendale	6.32%	\$ 68,524	\$ 89,645	\$ 67,266	\$ 138,945	\$ 112,479
Hidden Hills	0.31%	\$ 9,799	\$ 16,797	\$ 12,215	\$ 2,935	\$ 3,154
La Canada Flintridge	1.79%	\$ 19,377	\$ 19,139	\$ 19,024	\$ 16,908	\$ 22,096
Montebello	1.73%	\$ 18,743	\$ 15,935	\$ 18,400	\$ 16,345	\$ 17,578
Monterey Park	1.60%	\$ 17,332	\$ 14,736	\$ 17,016	\$ 15,124	\$ 16,256
Pasadena	4.78%	\$ 51,799	\$ 44,257	\$ 50,849	\$ 45,232	\$ 48,962
Rosemead	1.07%	\$ 12,615	\$ 9,849	\$ 11,374	\$ 10,109	\$ 10,866
San Fernando	0.49%	\$ 7,949	\$ 6,013	\$ 5,212	\$ 8,634	\$ 7,214
San Gabriel	0.85%	\$ 10,884	\$ 7,858	\$ 9,069	\$ 9,361	\$ 8,665
San Marino	0.78%	\$ 10,271	\$ 7,172	\$ 8,284	\$ 7,361	\$ 7,913
South El Monte	0.51%	\$ 13,086	\$ 14,323	\$ 13,608	\$ 13,167	\$ 13,694
South Pasadena	0.71%	\$ 9,686	\$ 6,510	\$ 7,522	\$ 6,682	\$ 7,185
Temple City	0.83%	\$ 10,704	\$ 7,657	\$ 8,840	\$ 7,858	\$ 8,446
LACFCD	--	\$ 51,519	\$ 63,860	\$ 68,586	\$ 61,856	\$ 62,627
LA County	13.25%	\$ 159,814	\$ 170,193	\$ 164,265	\$ 172,880	\$ 166,732
Total	100.00%	\$ 1,224,224	\$ 1,439,121	\$ 1,276,019	\$ 1,406,667	\$ 1,412,860

EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail: ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1600 Fax: (818) 225-7338
City of Glendale Engineering Section, 633 East Broadway, Room 205 Glendale, CA 91206-4308	Chris Chew E-mail: cchew@glendaleca.gov Phone: (818) 548-3945 Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Hoon Hahn E-mail: hhahn@lcf.ca.gov Phone: 818-790-8882 Fax: 818-70-8897

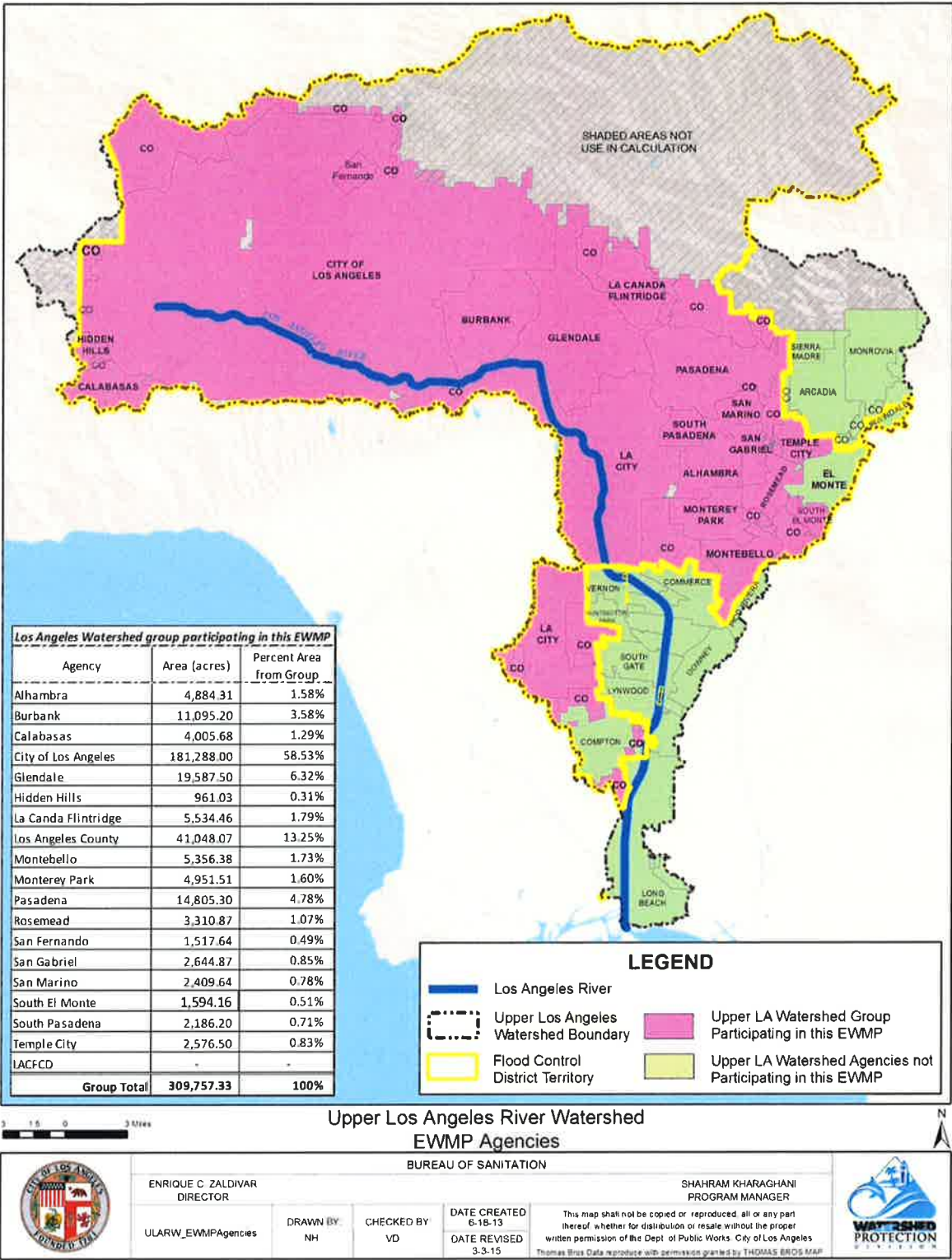
EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410 Eric Woosley E-mail: ewoosley@infrastructure-engineers.com Phone: 714-940-0100 Ext 5226
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Bonnie Tam E-mail: btam@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215	Sean Singletary E-mail: ssingletary@cityofpasadena.net Phone: (626) 744-4273 Fax:
City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787	Rafael Fajardo E-mail: rfajardo@cityofrosemead.org Phone: (626) 569-2107 Curtis Cannon E-mail: ccannon@cityofrosemead.org Phone: (626) 569-2107
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Joe Bellomo Email: jbello@willdan.com Phone: (805) 279-6856
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax: Patty Pena ppena@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Kevin Sales E-mail: kjserv@aol.com Phone: Fax:
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Manuel Mancha E-mail: mmancha@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Paul Toor E-mail: ptoor@southpasadenaca.gov Phone: (626) 403-7246

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1000 S. Fremont Ave. Unit 42 Bldg A10-N, Suite 10210 Alhambra, CA 9180	Marisa Creter E-mail: mcreter@sgvcog.org Phone: (626) 457-1800 Fax: (626) 457-1285

EXHIBIT E **Upper Los Angeles River Enhanced Watershed Management Area**





City Council Staff Report

DATE: March 21, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-F.**

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Award of Contract with Knight Communications for Information Technology Support Services

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a five-year contract with Knight Communications for Information Technology Network/Servers/IT Projects Support Services for an annual cost of \$298,800 in a form approved by the City Attorney;
2. Approve a budget amendment of \$2,441.00 in account # 0010-801-1404-38400 to cover minor cost adjustments for three months, April through June, in Fiscal Year 2017-18; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

I.T. Support Services is a critical service to the City not only to ensure the availability of data and processes so that all business objectives can be met, but also to ensure the confidentiality and integrity of the City as a whole. After completing the Requests for Proposal evaluation process, staff recommends approving a contract with Knight Communications for an annual cost of \$298,800 for Information Technology (I.T.) Support Services for a five-year contract.

BACKGROUND:

In December of 2017, Staff prepared and mailed out Requests for Proposal (RFP) for Information Technology Support Services relating to planning, development, coordination,

implementation, management and operation of the City's Information Technology Systems for the City Hall, the Police Department, the Fire Department, City Yards, the Water Division, Parks, Delta Plant (in Rosemead), Langley Center, Library, Pool House, and Day Care center.

The specifications call for such things as desktop support, server administration, project coordination, and other related information technology services during normal operating hours for City employees, as well as 24/7 support for the Police Department systems and staff. The contract covers the various hardware, networking, and software systems used by various City departments as well as assistance with some projects in development such as the City's Munis Enterprise Resource Planning system. The contract will cover I.T. support for over 300 desktop computers, 45 virtual servers, 20 physical servers, 40 mobile computers for the Police Department, as well as 48 cameras on 3 DVRs. The City received three proposals in response to the RFP:

Vendor	Knight Communications	Scientia Consulting Group	BrealT
Annual Cost	\$298,800	\$478,660	\$719,680

The proposals were evaluated by both Management Services and Police staff members based on the following criteria:

1. Mandatory Elements
 - a. The vendor is licensed to do business in California.
 - b. The vendor conformed to all RFP requirements.
2. Technical Quality
 - a. Vendor Expertise and Experience
 - b. Vendor approach to the required services
3. Price
 - a. Competitiveness and reasonableness

Knight Communications is the City's current provider for I.T. Support Services and the City has been highly satisfied with their performance and responsiveness. Knight Communications currently provides services for various cities, including Baldwin Park, Montebello, Montclair, Norwalk, Ontario, Pacific Grove, Rancho Cucamonga, Rialto, Sierra Madre and Upland.

The overall price was one of the elements evaluated, but it was not the sole determining factor. The pricing on the three proposals received varied greatly: the lowest proposed cost of \$298,800 (Knight Communications) to \$719,680 (BrealT). After evaluating all proposals, staff recommends awarding a contract to the Knight Communications. The contract will be for five years, and will have two one-year renewal options. If the City

decides to renew the contract with Knight Communications after the initial 5-year term, the contract cost will then be adjusted for the CPI increase.

FISCAL IMPACT:

Staff recommends awarding a 5-year contract with two one-year renewal options to Knight Communications for an annual cost of \$298,800 for Information Technology Support Services (*Attachments 1 & 2*).

The annual costs for the City's IT support services are shared among all city departments and are allocated among various funds based on the usage. In Fiscal Year 2017-18, the City budgeted \$289,036 in various IT accounts for the IT support services. Staff is requesting a budget amendment of \$2,441.00 in account #0010-801-1404-38400 to cover minor cost adjustments for three months, April through June, in FY 2017-18. For 2018-19, \$298,800 will be the annual budget for the services.

Respectfully submitted by:

Prepared by:


Annie Yaung, CPFO
Director of Management Services


Tim Shay
Support Services Manager

Approved by:

Reviewed by:


Ron Bow
City Manager


Karl H. Berger
Assistant City Attorney

Attachments:

- 1) RFP No. 823 for Information Technology Support Services
- 2) Proposal from Knight Communications

ATTACHMENT 1
RFP. No. 823
for Information Technology Support Services

City of Monterey Park



REQUEST FOR PROPOSALS RFP NO. 823

FOR

INFORMATION TECHNOLOGY SUPPORT SERVICES

KEY RFP DATES

Issue Due: December 11, 2017

Proposal Due Date: January 4, 2018 by 2:00 p.m.

SEND TO:

City of Monterey Park
Attention: Tim Shay, Support Services Manager
Re: RFP No. 823
320 W Newmark Avenue
Monterey Park, CA 91754

Dear Interested Parties:

The City of Monterey Park is now accepting Proposals for Information Technology Support Services. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully. Any questions must be sent in writing to:

City of Monterey Park
Attention: Tim Shay, Support Services Manager
Re: RFP No. 823
320 W Newmark Avenue
Monterey Park, CA 91754

All Proposals are due to the City Clerk's Office at City Hall, January 4, 2018, no later than 2:00 p.m. PST. One (1) original and five (5) copies of your Proposal response should be submitted in a sealed envelope or box plainly marked with the Proposal name and service description, as follows:

City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA. 91754
Attention: City Clerk
Name of Vendor Submitting
RE: RFP# 823 I.T. Support Services

We thank you for your time and attention in reviewing this RFP.

Sincerely,

Tim Shay
Support Services Manager

REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY SUPPORT SERVICES

1. INTRODUCTION

1.1. Objective.

The purpose and intent of this RFP is to establish a Contract (Agreement) from qualified proposers, also hereinafter referred to as the Contractor or Vendor, who will own and furnish all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified to provide INFORMATION TECHNOLOGY SUPPORT SERVICES for various locations throughout the City of Monterey Park, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2. Description exhibits to this RFP.

- Exhibit A: Hardware/Network Services List
- Exhibit B: Software List
- Exhibit C: Police Applications and Hardware
- Exhibit D: Sample Contract
- Exhibit E: Insurance Requirements (signed copy must be included with proposal)

1.3. Accuracy of RFP and Related Documents.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City is not bound or responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City by issuing addenda. In no event can a bidder rely on any oral statement by the City or its agents, advisors or consultants. Should a bidder find discrepancies or omissions in this RFP or any other documents provided by the City, the bidder should immediately notify the City of such potential discrepancy in writing, and a written addendum may be made available to each bidder, via email, if the City determines clarification to be necessary. Each bidder requesting an interpretation will be responsible for delivering such requests to the City's designated representative as indicated in Section 2.3.

1.4. City Rights and Options.

The City at its sole discretion reserves the following rights:

- To cancel this RFP with or without the substitution of another RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- To issue additional requests for information;
- To require one or more bidders to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each bidder;
- To waive any defect, formality or irregularity in any Proposal received;
- To reject any or all Proposals;
- To award all, none, or any part of the Services that are in the best interests of the City, with one or more of the bidders responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Vendors any terms and conditions in the Proposals including without limitation, financial terms; and,
- To enter into any Agreement, in a form approved by the City Attorney, deemed by the City to be in the best interests of the City with one of the Vendors responding.

1.5. Expense of Submittal Preparation.

The City accepts no liability for the costs and expenses incurred by the bidder in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each bidder that enters into the proposal process must prepare the required materials and submittals at its own expense and with the express understanding that the bidder cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

1.6 Proposal Conditions.

The following terms are applicable to this RFP and the Vendor's Proposal.

1.6.1. RFP Not an Offer.

This RFP does not constitute an offer by the City, and does not commit the City of Monterey Park to accept a proposal. No binding contract, obligation to negotiate, or any other obligation is created on the part of the City unless the City and the Vendor execute an Agreement. No recommendations or conclusions from this RFP process concerning the Vendor constitutes a right (of property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of California.

1.6.2. Right to Terminate Discussions.

The Vendor's participation in this process might result in the City selecting the Vendor to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute an Agreement or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3 Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Vendor must make the following representations and warranty in its Proposal Cover Letter, the material misrepresentation of which might result in rejection of its Proposal:

"The information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Vendor's knowledge. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

1.6.4. Trade Secrets/Confidentiality.

Upon receipt, Proposals may be considered a public record except for material which qualifies as "trade secret" information under California law. To properly designate material as trade secret under these circumstances, each Vendor must take the following precautions:

- a. any trade secrets submitted by a Vendor should be submitted in a

separate, sealed envelope marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and

- b. the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Each original and copy of the Proposal must include all trade secret materials.

In submitting a Proposal, each Vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired by the City to assist in the selection process. The City will use the same level of effort it takes as to its own confidential materials to ensure that trade secrets are not improperly disseminated. Furthermore, each Vendor agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with its refusal to disclose any material which the Vendor has designated as a trade secret. **Any Vendor that designates its entire Proposal as a trade secret may be disqualified.**

1.6.5. Statutory Requirements.

The Services performed by the Vendor in accordance with an Agreement executed pursuant to this RFP must be in full conformance with all requirements, laws, rules and regulations of the State of California, all laws, rules, requirements and regulations of the Federal Government, and all local ordinances to the extent applicable.

1.6.6. Reservation of Right to Change Schedule.

It is the City's right to determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believes that an extension would be in the best interests of the City.

1.6.7. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be mailed to all qualified Vendors. Vendors are required to acknowledge their receipt of each addendum by using the Addenda Receipt Confirmation Form set forth in Section 7, Form Two, with their Proposal.

1.6.8. Additional Evidence of Ability.

Vendors must be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Proposal evaluations for this RFP.

1.6.9. No Collusion or Conflict of Interest.

By responding to this RFP, the Vendors are deemed to have represented and warranted that the Proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1.6.10. Proposal Terms Firm and Irreversible.

The signed Proposal constitutes a firm offer on the part of the Vendor. The City can negotiate pricing and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) are considered firm and irrevocable for purposes of future contract negotiations unless specifically waived in writing by the City. The Vendor chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into an Agreement, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal may be grounds for disqualification.

1.6.11. Use of the City's Name.

No advertising, sales promotion or other materials of the Vendor or its agents or representatives may identify or reference the City in any manner without the City's prior written consent.

1.6.12. Withdrawal for Modification of Proposals.

Vendors may change or withdraw their Proposals at any time before Proposal submission deadline. Oral modifications, however, are not allowed. Only letters, mailed or hand-delivered, which are addressed in the same manner as the Proposal and received by the City before the Submission Date, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request[s], provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**" Faxed or e-mailed modifications to any Proposal will not be accepted.

1.6.13. No Bribery.

In submitting a response to this RFP, each Vendor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, a City elected or appointed officer employee, agent, or consultant in connection with the Agreement.

1.6.14. Fair Trade Certifications.

By submitting a Proposal, the Vendor certifies that in connection with this solicitation:

- a. The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- b. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor before opening; and
- c. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.15. Proposal Binding for 180 Days.

Each Proposal must contain a statement to the effect that the Proposal is a firm offer for 180 days from the Submission Date. This statement must be signed by an individual authorized to contractually bind the Vendor, and must include his/her name, title, address, and telephone number. All prices quoted must be firm and fixed for the full contract period.

1.6.16. Clarification of Ambiguities.

Any Vendor believing that there is any ambiguity, inconsistency or error in this RFP must promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error. Any claim under this Section must be delivered to the City in accordance with the schedule set forth in Section 2 below.

1.6.17. Vendors' Obligation to Fully Inform Themselves.

Vendors or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Vendor's own risk.

1.6.18. Disclaimer.

Each Vendor must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

2.0. DESCRIPTION OF THE PROCUREMENT PROCESS.

2.1. Schedule and Process.

The following table shows the schedule of events to assist in the preparation of the Vendor's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Request for Proposal Release	December 11, 2017
Proposals Due	January 4, 2018 before 2:00 p.m. PST
Proposals Review	January 16, 2018
Contract Award	February 7, 2018
Contract Commencement	March 15, 2018

Submission of Written Questions. Vendors are permitted to submit questions in writing only to the City, but only for purposes of clarifying this RFP or to identify ambiguities, inconsistencies or errors. All such questions must be in writing and mailed, hand-delivered, faxed or, preferably, e-mailed to Tim Shay at the address and number listed in Section 2.3 and must include the name of the Vendor contact person to receive the City's answers. Questions are due no later than **4:00 p.m. on Wednesday, January 3, 2018 (last day for all questions).**

Proposal Submission. Proposals are due before 2:00 p.m. PST on January 4, 2018 at the City Clerk's Office, (marked as described on . All Proposals will be time-stamped upon receipt and held in a secure place until the evaluation team begins its evaluation.

Proposed Award Date. The Evaluation Team will review all submitted proposals and prepare a summary review for presentation to the City Manager and City Attorney. The review will then proceed to the preparation of a staff recommendation to the City Council at its regular meeting scheduled for February 7, 2018. If for any reason the evaluation period and report to the City Council are delayed, all bidders whose proposals were evaluated will be advised of a revised schedule as soon as possible.

2.2. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Vendor with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Vendors must request such interpretations or clarifications in writing from the City. Requests for information or clarification of this RFP must be made in writing and addressed to Tim Shay at the address, fax, or e-mail address listed below, with e-mail being the preferred method. Questions should reference the RFP page and topic number.

Tim Shay, Support Services Manager
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA. 91754
Phone: 626-307-1340
E-Mail: tshay@montereypark.ca.gov

When responding to Vendor questions, the City will mail the answer or information to all Vendors. You must submit your questions by . Questions are due no later than 4:00 p.m. on Wednesday, January 3, 2018 (last day for all questions).

The City reserves the right to disqualify any Vendor who contacts a City employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section prohibits the City from conducting discussions with Vendors after the Proposal opening.

2.3. Submission of Proposals.

Each Vendor must submit one (1) original Proposal signed in ink by a Vendor official authorized to make a legal and binding offer, along with the corporate seal, plus five (5) copies to the address listed in 2.2 above by 2:00p.m. PST (Pacific Time) January 4, 2018.

The "original" Proposal and each of the five (5) copies must be complete and unabridged, with all copies including, if applicable, trade secret information, and cannot

refer to any other copy or the signed/sealed original for any references, clarifications, or additional information. Proposals may also include a compact disc (cd) setting forth the entire Proposal in searchable format such as Adobe Acrobat. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, become the City's property. **Proposals sent by facsimile or e-mail will not be accepted. Proposals, or any part thereof, received after the deadline are not considered.**

2.4. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Vendor further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.5. Evaluation.

The evaluation of proposals will be conducted by the Evaluation Committee, which will be selected by the City. All members of the Evaluation Committee will agree to hold the information in all Proposals confidential during the evaluation process and until the results are made available to the public by the City. The evaluation may include activities as follows:

- a. As part of the evaluation process, the Evaluation Committee may engage in discussions with any bidding Vendor. Discussions might be held with individual Vendors to determine in greater detail the Vendor's qualifications, to explore with the Vendor the scope and nature of the required contractual Services, to learn the Vendor's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at an Agreement that will be satisfactory to the City.
- b. The City may at its discretion require one or more Vendors to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Vendor may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Vendors will be notified in advance of the time and format of such meetings.
- c. Because the City may choose to award an Agreement without engaging in discussions or negotiations, the Proposals submitted must define the Vendor's best offer for providing the services described in this RFP.

2.6. Conditional Award by City Council.

As soon as practical after the opening of the Proposals and their evaluation (as set forth above), the name of the apparent successful Vendor(s) will be submitted to the City Council for consideration. Unless otherwise provided, the evaluation process will not be more than 3 weeks. If the Vendor is approved by City Council, the City and Vendor will execute the Agreement provided in the RFP. The final terms of the Agreement requires approval of the City Attorney as to form and substance.

2.7. Post-Award Conference.

A Post-Award Conference, if an Agreement is awarded, will be held in February 2018 following the award by City Council.

3. SCOPE OF SERVICES.

3.1. General Scope.

The purpose and intent of this RFP is to establish a Contract (Agreement) from qualified proposers, also hereinafter referred to as the Contractor or Vendor, who will own and furnish all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified to provide INFORMATION TECHNOLOGY SUPPORT SERVICES for various locations throughout the City of Monterey Park, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

4. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Vendor's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Vendor to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services and specifically requested herein. Failure of any Vendor to submit information requested may result in the elimination of the Proposal from further evaluation.

5. Evaluation Procedures.

5.1. Review of Proposals

The proposals will be evaluated and scored during the review process by the Evaluation Committee. The technical section of each proposal will be evaluated before the pricing section. Vendors with an unacceptably low score after the technical review part of the evaluation will be eliminated from further consideration.

After the composite score for each firm has been established, the dollar price section will be scored based on the price quote. The maximum score for price will be assigned to the Vendor offering the lowest total all-inclusive maximum rate. Appropriate fractional scores will be assigned to other proposers.

The City of Monterey Park reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected.

5.1.1 Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Vendors meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process:

1. Mandatory Elements

- a. The Vendor is licensed to do business in the State of California.
- b. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

2. Technical Quality

a. Expertise and Experience

The Vendor's past experience and performance on comparable government Agreements.

The quality of the firm's supervisory personnel to be assigned to the "Project"

b. Approach of the Services to be provided

Adequacy of proposed staffing and equipment plan for performance of the Services described in the Request for Proposal.

3. Price

**PRICE WILL NOT BE THE SOLE FACTOR IN THE
SELECTION OF A VENDOR**

5.2. Overall Solution.

Vendors will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by their experience in performing such Services.

5.3. Cost Effectiveness and Value

Under this criterion, Proposals will be compared in terms of reasonable, and or most effective pricing option[s] for delivering Information Technology Support Services. Vendors should note that the City will be contemplating the proposed price in conjunction with the overall customer service as part of the evaluation.

5.4. Acceptance of the Terms of the Agreement.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP.

5.5. Mandatory Elements.

The City considers the following elements mandatory to be able to sell the MWS to a Vendor:

- a. The Vendor will impose no rate increases for the first five years.
- b. The successful Vendor will make an offer for the City's fixed assets as noted in Exhibit A.

6. CITY CONTRACTING REQUIREMENTS.

The City will enter into an Agreement written by the City with the successful Vendor that incorporates the terms of this RFP; contains the terms and conditions set forth in this Section; and includes such additional terms and conditions required by applicable law. Notwithstanding the foregoing, the City reserves the right to change the proposed Agreement terms and conditions before or during Agreement negotiations if it is in the City's best interest to do so. The terms and conditions set forth in this Section are not all-inclusive. The City will propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Vendor's Proposal. As used in this Section of the RFP, the term "Agreement" refers to the Agreement entered into between the City and the successful Vendor, and the term "Vendor" refers to the successful Vendor.

6.1. Transition Plan

Within fifteen (15) days of receipt of Agreement Award notification, the Vendor must prepare and submit to the City for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition from the City's current operations to the Vendor by the Agreement Start date (the "Transition Plan"). The Transition Plan in the form approved by the City must be attached and incorporated into the Agreement as an exhibit. The Transition Plan must spell out in detail all steps, tasks, activities, events, and resources necessary for the Vendor to provide for a smooth and efficient transition from the current Information Technology Support Services operations and maintenance to the Vendor, with minimum disruption to the City's operations. The Transition Plan will contain a timeline and completion date for all such tasks and activities. The Transition Plan must include a public awareness and education plan. The Vendor will ensure that certain essential operations as set forth in the Transition Plan will not be interrupted by any part of the Project. The Vendor must seek the City's input in developing the Transition Plan, and the Transition Plan is not deemed final until accepted in writing by the City. The Transition Plan must be maintained by the Vendor, and updated and submitted to the Director of Management Services, or designee, on a weekly basis throughout the transition period, to reflect the current status of all work. Aside from updates to show tasks accomplished, no changes to the Transition Plan can be made without the City Manager's, or designee's, prior written approval. The City has the right to audit, on its own behalf or through agents, the Transition Plan and the progress of all work throughout the implementation of the Services. The City and/or its agents is entitled to conduct such audits on a regular weekly basis, and on a random periodic basis, as the City may elect.

6.2. Execution of Proposal.

Proposals must be executed, by the following persons:

- I. CORPORATION - The President or Vice President, and one of the following: Secretary, Treasurer, Assistant Secretary or Assistant Treasurer. If a Proposal is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the authority of that person to sign the Proposal must accompany the Proposal. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the Agreement
- II. PARTNERSHIP - At least one (1) of the partners.
- III. SOLE PROPRIETORSHIP - The individual owner.
- IV. BUSINESS OPERATING UNDER A FICTITIOUS NAME - Entities operating a business under a Fictitious Name must execute the Agreement in the name of the person or entity trading and doing business under the Fictitious Name.

6.3. Execution of Financial Security.

Any financial security furnished must be an original, fully executed by both the prospective Vendor and the surety or sureties in ink and be in a form acceptable to the City. Where the prospective Vendor is a corporation, the security must be signed by two officers of the corporation who have been duly authorized to do so by appropriate action of the corporation, and the seal of the corporation must be affixed. Where the prospective Vendor is an individual or individuals, the security must be signed by the individual or individuals affixing the signature to the bid. Changes or additions to bid security or to the signatures thereon are not permitted after the opening of Proposal.

6.4. Insurance Requirements Form

Vendor must submit signed Insurance Requirements Form along with proposal. Any proposal not containing this signed form will be considered incomplete.

6.5. Anti-Discrimination.

Vendor cannot discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation.

Vendor must also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Vendor must incorporate, in any sub-contracts which may be permitted under the terms of the Agreement, a requirement that said sub-contracts also comply with the provisions of this section.

6.6. Agreement not to be Awarded to Persons in Arrears to City.

No Agreement will be awarded to any corporation, firm or individual who is, for any reason, in arrears to the City or who has failed, in any former Agreement with the City, to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

6.7. Vendor to Sustain All Losses.

It is agreed that all loss or damage arising out an Agreement, for any unforeseen obstruction or difficulties which may be encountered in the performance of the Services or from the action of the elements, or from any cause whatsoever, will be sustained and paid for by the Vendor until final payment has been made under the Agreement.

6.8. Each Party To Bear Its Own Negotiation Costs.

Each party will bear its own cost of negotiating an Agreement and developing the exhibits. The City cannot be charged for any Services or other work performed by the Vendor before the Effective Date.

6.9. No Publicity.

No advertising sales promotion or other materials of the Vendor or its agents or representations may identify or reference this Agreement or the City in any manner without the prior written consent of the City.

7. Minimum Qualifications

The selected respondent must be able to provide Information Technology Support Services relating to planning, development, coordination, implementation, management and operation of the City of Monterey Park's Information Technology Systems for the City Hall, the Police Department, the Fire Department, City Yards, Water Department, Parks Trailer, Delta Plant (in Rosemead), Langley Senior Citizen Center, Library computers connected to City, Pool House, Senior Center and Day Care center.

Additionally, the respondent must provide the necessary staff on site for services during normal operating hours of services for 5 days a week (Monday – Friday) and 24/7 support for the Police Department when needed. The Respondent shall provide expeditious 24/7 emergency support when there is unanticipated failure to any of the core citywide network component. The respondent must also:

- Be registered and maintain proper business licenses and remain in good standing within the State of California and the City of Monterey Park ;
- Maintain a staffed, 24-hour a day, central office in the region;
- Have sufficient size and depth of management, resources and staff to support the services required in the specifications;
- Have sufficient financial resources to meet payroll, equipment and supplies to meet operational requirements and ensure quality service;
- Have measurable and demonstrated successful experience in providing specified Services for like size venue and operations;
- Provide Information Technology Services as the primary function of their business;
- Have been in business for at least five years providing Information Technology Services to similar sized city governments;
- Contractor must, at its own expense, carry and maintain, during the period of performance: California required Worker's Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$2,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which the City of Monterey Park, its Officers, Officials, Employees and Volunteers are named as additional insured.
- Provide Strategic Planning and oversight.
- Provide strategic planning and oversight of the City's IT services and inventory and contribute to the development and implementation of long-term goals, projects, and objectives to achieve the City's technology priorities.
- Evaluate City information systems needs and then recommend, develop, coordinate and implement appropriate technological enhancements, processes, and standards.
- Identify solutions to support City strategic goals and objectives.

- Identify critical integration issues based on current and future projects
- Recommend policies, procedures & standards for implementation and use of IT
- Provide input and review of Requests for Proposals. Assist with vendor negotiations on IT projects
- Identify the need for and provide necessary coordination with 3rd party vendors, consultants, and independent contractors on any technology issues
- Provide recommendations for additional services to enhance IT services to support the vision of IT for the City
- Assist the City with yearly budget recommendations, identifying hardware, software and infrastructure needs, and recommending equipment and software upgrades.
- Provide executive level project oversight to the projects.
- Manage all IT-related support contracts and notify the City of upcoming contract expirations, so that the City can choose to renew them if desired without a lapse of coverage.
- Maintain up to date documentation.
- Maintain up to date IT asset inventory.
- Maintain the current Technology Master Plan for the City and continue to update it on a regular basis.
- Maintain the current Disaster Recovery/Contingency Plan and continue to maintain it on a regular basis.
- Provide Project Management for all IT projects
- Provide Infrastructure/Network Administration
- Provide design, implementation and management the City's network infrastructure (both LAN and WAN), including all hardware such as servers (both physical and virtual), switches, routers, firewalls and cabling etc. and related software such as server software, operating systems and applications.
- Provide maintenance of all City's Servers and other devices are listed in Exhibit A.

- Manage the network file systems to ensure that access to City data is secure and available for access to approved user groups.
- Manage and support the City's Active Directory infrastructure including all components and supporting services.
- Manage and support the City's email system and supporting messaging infrastructure, as well as smart-phone integration for mobile users.
- Provide Domain Administration.
- Provide regular review and evaluation of the City's network to ensure optimum operations and security.
- Provide Network support including but not limited to:
 - Facilitate new user account creation
 - Disabling or deleting obsolete user accounts
 - Assigning security permissions
 - Managing VPN
 - Vendor account creation
 - Network printing
- Manage and support all related devices and systems, including firewalls, encryption, web content filtering, spyware prevention systems, and spam and virus filtering systems.
- Manage Microsoft Service Packs and Security Patches
- Be responsible for ensuring the physical, network, application and data security for all IT systems.
- Provide Firewall administration support
- Provide Internet and intranet support
- Manage the communication links to all of the City's offsite facilities
- Manage software licenses.

- Manage and support the wireless networks and Wi-Fi support
- System backup: Respondent will perform full backup of all servers on a daily basis. Respondent will ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be restored.
- Desktop Support
- Document and track all help desk tickets whether received from phone or email.
- Maintain the current 'Help Desk Support' system, free of charge, which would make the desktop support, a seamless and accountable one. The system would also provide call-tracking and statistical reports both for the management and the end users
- Provide ongoing hardware diagnostics and support of all workstations, printers, and other peripherals.
- Provide system upgrades including but not limited to:
 - Operating System upgrades
 - Application upgrades
 - Hardware upgrades
 - Virus protection
 - Spam filtering
- Coordinate resolution of software problems with software vendor.
- Ensure efficient daily operations of PCs and peripherals
- Application Support
- The Respondent will provide application support. This is listed in Exhibit B

Services provided to the Police Department include:

- Respondent must provide Information Technology services relating to planning, development, coordination, implementation, management and operation of the MPPD's specialized Law Enforcement Information Systems. Specifically, Respondent will provide the following services:
- Administer, manage and support MPPD's computerized Records Management System, Computer Aided Dispatch system (911), Mobile system, and any other related application systems such as Document Imaging system, at the Police Department

- Design, implement and manage the MPPD's network infrastructure (both LAN and WAN), including hardware (servers, switches, routers, firewalls and cabling)
- Maintain the communication links to all the externals to the MPPD network, such as Los Angeles County Sheriff's JDIC system, LACRIS system, and Automatic Number Identification and Automatic Location Identification systems.
- Administer Automatic License Plate Reader (ALPR) Technology, hardware and software
- Provide maintenance of all Police Department Servers
- Provide 24/7 support for all 911 system related problems and issues.
- Provide 24/7 after hour and weekend support of crucial PS systems.
- Provide all Personal Computer/Helpdesk support services at the Police Department.
- Administer security and perform/coordinate troubleshooting activities.
- Administer security camera systems.
- Administer Two-factor authentications for all mobile devices
- Evaluate department information systems needs and recommend, develop, coordinate and implement appropriate technological enhancements, processes, and standards including an information technology master plan for the MPPD.
- Identify the need for and respond to related staff training needs and coordinate the administration of vital resources.
- Identify the need for and provide necessary coordination with vendors, consultants, and independent contractors.
- Recommend, coordinate, and track budgetary items involving new, upgrades, and enhancements to computer technology, infrastructure needs, and office automation for the MPPD.
- Provide consultation services to MPPD in reference to law enforcement technology needs.
- Administer, monitor, and troubleshoot MPPD computerized 911 telephone system and related networking by working with the phone system vendors.

- Research, procure, install, and/or perform upgrades to software programs necessary to meet or improve departmental operations. Provide support to end users in the installation and operation of such programs.
- Develop, monitor, and maintain system security protocols for MPPD's computer operations. Create and administer user profiles and passwords, allowing user access to electronic mail (e-mail), internet access, other applications, and data.
- Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, e-mail, internet use, data collection and dissemination, and confidential information.
- Analyze, detect, and resolve user difficulties including hardware and software malfunctions.
- Provide technology forensics and data recovery.
- Work with the city's police command staff to introduce new and complex communications support within the PD and ties to several outside law enforcement and governmental agencies; both software and hardware solutions.
- Maintain and support PD workstations.
- Maintain and support PD mobile units.
- Maintain and support PD mobile inventory.
- Support PD and outside agency applications.
- Provide support and training for GIS applications or any other related software.
- Update maps and create maps when requested.
- Knowledge in software programming. i.e. Microsoft work products, SQL, Visual Basics, to create databases that extract data from NWS products.
- Assess requests initiated by the PD for new projects, upgrades, technology, etc., for feasibility, and recommendations to meet the PD's needs.
- Support the Jail and all video surveillance software and equipment (Pelco)
- Oversee daily PC operations.
- Provide hardware, software, network, and mobile device support to PD employees.

- Provide 7/24/365 on call emergency support for critical applications.
- Support all Police Applications specified in Exhibit C.
- Provide the above mentioned support during the City's normal business hours and off-hours, when and if needed.
- Answer any and all IT related questions.
- Identify the need for and respond to related staff training needs and coordinate the administration of vital resources.
- Develop, monitor, and maintain system security protocols for City's computer operations, user access to electronic mail (e-mail), internet access, other applications, and data.
- Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, e-mail, internet use, data collection and dissemination, and confidential information.

Contract Term

The initial term of the contract will be five years. The Contract may be extended for an Extension Term of two additional two-year periods for a total of four additional years at City's sole discretion.

Selection Process

The evaluation process will consider the merits of the proposals by prospective vendors in line with the City of Monterey Park's stated objectives. The City may also conduct reference checks to ascertain the quality of work performed previously. Those companies, who appear best suited, in the sole determination of the City, may be asked to participate in an additional interview to further evaluate their qualifications. We will review proposals that are received. Proposals that are non-responsive to the requirements of this RFP shall not be included for evaluation by the selection committee.

Local Monterey Park Business receive a 1% preference

Small and Micro-Businesses receive a 1% preference (proposer must be certified by the State of California as a small or micro-business - <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>)

The specific criteria and point value established for this Request for Proposal is as follows (total points):

1. Narrative describing methodology and protocols (25 points)
2. Experience and expertise (25 points)
3. Technical merit and completeness of proposal (20 points)
4. Rates of service (20 points)
5. Small Business preference (5 points)
6. City of Monterey Park Local Business Preference (5 points)

8. PROPOSAL REQUIREMENTS AND CONTENTS

Each Proposal should be in the format described below: Maximum number of pages is 50 total pages

All Proposals must be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All submissions should use two-sided copying and be bound in a left-hand spine or three-ring binder with tab dividers corresponding to the content requirements specified below. Proposals may also include a compact disk including the entire Proposal in a searchable format such as Adobe Acrobat.

All proposals must include the signed "Insurance Requirements" form (exhibit E).

Each vendor shall meet all of the specifications. Non-substantial deviations may be considered provided the vendor submits a full description and explanation of, and justifications, for the proposed deviations. Final determination of any proposed deviation will be made by the City of Monterey Park.

The City of Monterey Park, California, reserves the right to purchase the proposal, which in our opinion represents the best value to the City for the duty to be performed.

The proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the vendor wishes to include should be included in an appendix to the proposal.

SECTION 1 – Introduction

Provide a brief description of the vendor and a statement of qualifications for performing the requested services.

SECTION 2 – Experience

Provide a summary of the vendor's prior experience with similar projects. This section should include specific and detailed descriptions of similar performed previously, project results, client name, contact information, cost of the project, and year completed.

SECTION 3 – Project Overview

Provide a narrative description of the project, based on the scope of work presented in the RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

SECTION 4 – Detailed Work Plan

Respond to all requirements defined in the scope of work. If any of the requirements cannot be supported, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-implementation support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also document assumptions used in development of the work tasks, including assistance needed from City staff, and required hardware and software.

SECTION 5 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the scope of work and a date for completion and to "go live."

SECTION 6 – Project Cost

Provide a cost proposal separately identifying costs related to each individual location specified in this RFP, implementation and ongoing costs. This cost proposal must specify the Monthly and Annual cost for Each Individual Location Listed in the proposal. Please specify any costs for emergency coverage on nights, weekends, or holidays.

SECTION 7 – Project Alternatives

Describe how the cost of the proposal could be reduced if necessary. Identify the tasks that would be eliminated or scaled back.

SECTION 8 – Project Team

Identify the project team (including proposed sub-consultants), with key tasks and associated responsible personnel. Provide an organization chart depicting the project team members proposed by the vendor. Also identify the geographic locations of the vendor and key personnel. Also identify any special training programs and policies for individuals involved in providing services (such any relevant network and security related certifications, drug policy, anti-discrimination policies, etc.)

SECTION 9 – Conflicts of Interest

Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

SECTION 10 – Insurance

Provide summary of the vendors (and sub-consultant's) insurance coverage. Requirements for minimum limits and types of insurance are identified in the insurance exhibit E.

SECTION 11 – Signatures

The proposal must be signed by an official authorized to bind the vendor and must expressly state that the proposal is valid for 90 days.

SECTION 12 – Sample Billing

Please provide a sample billing to indicate how your bills would be presented to the City clearly showing the work provided and the specific locations for the service being provided.

9. PROPOSAL SUBMITTAL

Submit one (1) original and (5) copies of the proposal to:

Tim Shay, Support Services Manager
Re: Custodial Services RFP #823
City of Monterey Park
Management Services Department
320 W Newmark Avenue
Monterey Park, CA 91754

The proposal shall be enclosed in an envelope, which shall be sealed and addressed as stated above. Only one proposal per envelope. Additionally, the completed proposal should be clearly labeled with the proposal title and name of proposing vendor.

Proposals are due before 2:00 p.m. PST on January 4, 2018. Proposals delivered after the deadline or to the wrong location may be rejected and returned un-opened.

10. PROPOSAL TERMS AND CONDITIONS

There is no expressed or implied obligation of the City of Monterey Park to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et. seq.), unless exempt.

The City of Monterey Park reserves the right to reject any or all proposals submitted and/or waive any irregularity.

During the evaluation process, the City of Monterey Park City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

This RFP does not constitute any form or offer to contract.

Part of the contract process will include a standard livescan background fingerprinting for A criminal history check is made on all potential custodians through the completion of a Department of Justice (DOJ) Live Scan. Only those custodians that have gone through the Live Scan process and have been approved by the Monterey Park Police Department will receive approval to work at City Locations according to the specifications of this contract.

11. SAMPLE CONTRACT See Exhibit D

Proposal Due Date: January 4, 2018 before 2:00 p.m. PST

SEND TO:

**City of Monterey Park
RFP# 823 I.T. Support Sevices
320 W Newmark Avenue
Monterey Park, CA 91754**

Exhibit A - Hardware/Network Services List included

Cisco ASA Firewall with SourceFire (IDS)
HPe Simplivity Hyperconverged Solution with Lenovo Servers
Meraki Access Points and Web Portal.
AT&T Fiber Internet Services
Cisco 3850 Switches
HP 2900 series Switches
Windows 2003/2008/2012 servers
Microsoft SQL 2005/2008/2012
Microsoft Exchange (Email) 2013
Windows 2012 Active Directory/Domain Controllers.
HP/Dell Servers.
File and Printer Network Services
DNS/DHCP
VMWare 6.0
HP SAN P4300 G2
Unitrends Backup Appliance
Quest Rapid Recovery
Datacove Email Archiver
Barracuda Spam Filter
Barracuda Web Filter.
Mass360 (IPad MDM Solution)
FOG (Imaging Solution)

Exhibit B - Software list included

Microsoft Office 2007/2013/2016
Microsoft Windows XP/7/10
Microsoft SQL 2005/2008/2012
Microsoft Exchange (Email) 2013
Tyler Munis ERP – Financial Software Solution
File and Printer sharing
HDL Sales Tax
HDL Property Tax
Budget (custom program)
Finance inquiry (custom program)
PO inquiry (custom program)
Vender Payment inquiry (custom program)
Water Billing program (BillMaster)
Cashier Program (Cashier Central)
Business License Program (QuickServe Suite - License Track)
Voter program
Paymentus (Online Payment for Water Billing)
Government Outreach (City Service Request)
Document Central (City Document Imaging)
Digital Maps
GIS program (ArcGIS)
Water Backflow program - (Tokay)
Auto shop program (RTA Fleet)
Auto shop program (GasBoy)
Building Permits program (Accela Automation)
Document Imaging program (Access program)
Document Imaging program (Paper Vision Xpress)
Malwarebytes Business (Anti-Malware)
ESET Business (Antivirus)

Exhibit C - Police Applications and Hardware.

HPe Simplivity Hyperconverged Solution with Lenovo Servers
New World Aegis CAD/RMS/Mobile
Tiburon CAD/RMS (Limited support due to end of life)
Pelco DVRs
City DVRs
Flashback /L3 - In Car Camera System (Backend support only)
LACRIS
WebID
Bluecheck
Coplink
ESCARS
TMS - PD Training Software
Netmotion
NetClock
911 link to CAD/RMS system
ePCD
2FA Server (2 factor authentication with RFID cards)
SIUSS

Exhibit D
Sample Contract

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND

This AGREEMENT is entered into this ____ day of _____, 20__, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and _____ [name] _____, a [type of organization] _____ ("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 _____ 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 "B," 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 \$ 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 _____ to _____. 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. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work;
- B. Exhibit B: Budget; and
- C. Exhibit C: Proposal for Services.

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 is it 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: _____

CONSULTANT

Attn: _____

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 () 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

Ron Bow,
City Manager

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: _____

Exhibit E

**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:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. 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 endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. 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.

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 insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

CITY OF MONTEREY PARK

RFP NO. 823 INFORMATION TECHNOLOGY SUPPORT SERVICES

**DECEMBER 18, 2017
ADDENDUM I**

ACCORDINGLY, NOTICE IS HEREBY GIVEN THAT RFP NO. 823 IS AMENDED AS FOLLOWS:

Section	Amendment
Section 1.6.7	This section has been revised and will now read as follows: " The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be mailed to all qualified Vendors. Vendors are required to acknowledge their receipt of each addendum by signing the addendum and emailing a copy to tshay@montereypark.ca.gov and including the signed copy in their RFP submission.
Section 5.5	This section has been deleted in its entirety.
Section 6.1	Clarification of the following sentence: "The Transition Plan must include a public-employee awareness and education plan." The goal of this is to ensure that all employees are aware of any change in the current I.T. support protocols and educate them on any new practices or services to ensure continuous support.

**ALL OTHER PORTIONS OF SPECIFICATION NO. 823
REMAIN IN FULL FORCE AND EFFECT.**

Questions? Please call Tim Shay at (626) 307-1340.

Please confirm receipt of this addendum by emailing a signed copy to tshay@montereypark.ca.gov

Please include a signed copy of this Addendum with your proposal.

Company:

Signature

Date

CITY OF MONTEREY PARK

RFP NO. 823 INFORMATION TECHNOLOGY SUPPORT SERVICES

DECEMBER 28, 2017
ADDENDUM 2

ACCORDINGLY, NOTICE IS HEREBY GIVEN THAT RFP NO. 823 IS AMENDED AS FOLLOWS:

Section	Amendment
Section 11 DUE DATE	Correction: The proposal must be signed by an official authorized to bind the vendor and must expressly state that the proposal is valid for 90 <u>180</u> days. The Proposal Due Date has been extended by 1 week. The revised due date is: January 11, 2018 by 2:00 p.m. Attached to this addendum are answers to questions that have arisen from potential respondents. (see attached pages 2-6)

**ALL OTHER PORTIONS OF SPECIFICATION NO. 823
REMAIN IN FULL FORCE AND EFFECT.**

Questions? Please call Tim Shay at (626) 307-1340.

**Please confirm receipt of this addendum by emailing a signed copy to
tshay@montereypark.ca.gov**

Please include a signed copy of this Addendum with your proposal.

Company:

Signature

Date

Question: **Page 16, Section 6.3:** What type of financial security will the City need?

Answer: That's boilerplate language for when a Bid Bond is required.
We do not have a bond requirement so that can be disregarded.

Question: How are the City Locations that will require IT Support connected?

Answer: VPN with Cisco ASA's

Question: **Page 18, Section 7:**

- a. What type of on-site resource do you need? eg. desktop support, server administration, project coordinator, etc

Answer: Desktop support, Server Administrator, Projector coordinator,

- b. Do you know how many FTEs you are looking to have on-site?

Answer: 3 -4 Employees.

- c. What is the City's normal operating hours?

Answer: M-Th 7:30am – 5:30pm Friday - 8:30am -4:30PM

Question: **Page 19, Section 7:**

- a. What is the City's existing DR Solution?

Answer: We Rapid Recovery as the Primary Backup.

- b. Do you have Internet Failover Setup?

Answer: No.

Question: **Page 20, Section 7:** Please provide additional info on the City's offsite facilities, and the type of links they are setup with?

Answer: They have Charter Internet with Cisco ASA's to VPN in.

Question: **Page 21, Section 7:**

- a. Is the wifi internal to the City only, or does the City provide public wifi for the general public eg. at the parks, library, etc?

Answer: Library is only facility that provides Public WiFi.

- b. What type of "Helpdesk Support System" is the City currently using?

Go MPK, which is a branded application of an Accela / Government Outreach service request system.

- c. Does the City have/maintain support contracts with the application vendors?

Answer: Yes.

- d. Please provide additional info on the City's existing custom app:

- i. What type of language are they written in?

Answer: The City's existing finance system is a proprietary system from Knowles McNiff.

- ii. Will support be available for the custom applications? Will the developer be available for assistance (either as an on-site employee or as a 3rd party vendor)?

Answer: Depending on the systems in question, yes.

Question: **Page 21, Section 7 Police Department:** Does PD have/maintain support contracts with vendors for the applications listed on Exhibit C?

Answer: Yes, Tyler New World Public Safety.

Question: **Page 22, Section 7 Police Department:**

- a. What type of Security Camera System is in place? Where are they located?

Answer: Pelco system. It is located in the Police Computer room.

- c. Does PD have support contract for the existing Phone System?

Answer: Yes.

Question: **Page 23, Section 7 Police Department:**

- a. Please provide clarification on what "technology forensics" will require?

Answer: Technology forensics is an Information Technology professional who supports law enforcement (and other groups) in the investigation and analysis of digital data.

- b. Please provide additional information on what the "outside agency applications" consist of?

Answer: JDIC, BlueCheck, LACRIS, CAL photo, EPCR.

- c. Does the City have support contract with a GIS vendor?

Answer: Fire Department has a support contract with ESRI.

Question: Page 26, Section 6:

- a. Please provide quantity of the supported items (per location):

Answer: Servers – Virtual and Physical, Desktops, Laptops, Mobile Devices, Cameras, Phones and Squad Car Computers for PD.

City

30 VM City

15 – Physical Servers, Dell, HP

40 – Panasonic Toughbook CF-54 for Vehicles.

300 – Dell Optiplex SFF 9010, 9020, 7040,7050.

PD

15 VM PD

80 Dell Optiplex SFF 9010, 9020, 7040,7050.

5- Physical Servers.

48 Cameras with 3 DVRs.

Question: Who does the City's existing IT Support? In-house or Outsourced?

Answer: Outsourced to Knight Communications Inc.

Question: Do you have SCADA system in place? If so, do you have existing vendor support?

Answer: Yes, Delta Water has vender support.

Question: Library: Do you have CENIC in place? Are there any special setup for the Public Computers?

Answer: Yes. CENIC is in place. Library technical support will maintain the Public Computers.

Question: Is remote access allowed? If so, how do they remote in?

Answer: TeamViewer is used for remote access for users.

Question: Is there any existing documentation available ex. floorplan, network diagram, rack diagram, applications, custom applications?

Answer: Yes.

Question: Please provide an approximate count for the following items:

computer users - 650

physical desktop operating system computers-City=150 , Police =80+40—Panasonic Toughbook
CF-54 for Vehicles. Dell Optiplex SFF desktops 9010,
9020, 7040,7050.

virtual desktop operating system computers - 15

City-managed mobile devices - City = 30, Police =24

48 Cameras with 3 DVRs.

physical servers- City =15, Police=7

virtual servers- City=30 , Police =15

network equipment to include switches

Dell Power Connect 3348

Dell Power Connect 2748

HP Pro Curve 2824

HP Pro Curve 2824

HP Pro Curve 2824

HP Pro Curve 2900 qty=10

Dell Power Connect 2748

HP Pro Curve 2910

Cisco C3850

Cisco C3850

Load Master 2400

Load Master 2400

firewalls

Cisco ASA 5525 with Firepower services.

Cisco ASA 5515

Cisco ASA 5515

Cisco ASA 5508

Cisco ASA 5508

Barracuda Spam & Firewall 300

Meraki Access Points -

City Access Points.

MR16 qty=10

MR18 qty= 1

City Yards/Water/Delta

MR32 qty=6

MR72 qty= 1

Langley Senior Center MR34 qty=8

Question: RFP Section 7 indicates support services are required for "Library computers connected to City." Does the Library have both administrative computers connected to the City network as well as public-use computers? If so, will the contractor support both environments?

Answer: Contractor supports the City connected computers at Library. Count is about 40 PCs.

ATTACHMENT 2
Proposal from Knight Communications

Proposal to provide Information Technology Support Services



Date Submitted: 11th of January, 2018



Submitted by:
Knight Communications

Primary Contact:
Paul Ramakrishnan
Chief Executive Officer (CEO)
Knight Communications
427 North Yale Ave. Suite: 201
Claremont, CA 91711
Office: (909) 621-3559
Mobile : (909) 821-2799
paul@knightcommunications.com

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Attachments:

Insurance Form
Addenda Acceptance
Sample bills



Letter of Transmittal

Tim Shay
Support Services Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

January 8, 2018

Dear Tim:

On behalf Knight Communications, I am pleased to present our proposal to continue to provide Information Technology Support Services to the City of Monterey Park. Our firm is a proven IT professional service and consulting firm with a strong background providing IT services and consulting to local governments in California, for over 33 years.

We have been providing IT Support services to the City of Monterey Park for over 22 years.

Our fundamental business principle of commitment to quality, responsiveness, professionalism and honesty provides City of Monterey Park with the security of dealing with a professional services firm that is honest, fair, flexible and accountable to you. These principles and values guide us in developing our strategic goals and implementing the policies that drive success.

Our proposal and cost schedule will be valid and binding for one hundred and eighty (180) days from January 11, 2018.

We agree to comply with all the insurance requires of the City.

I am the person authorized to represent our firm and will be contact person during the period of evaluation.

Sincerely,

Paul Ramakrishnan
CEO
Knight Communications

909-621-3559 (office)
909-821-2799 (mobile)



427 Yale Avenue, Suite 201
Claremont, CA 91711
Tax Identification Number: 33-0876593

Proposal Execution Statement

To Whom It May Concern:

This proposal to provide Information Technology Support Services (RFP No: 823), to the City of Monterey Park
Is executed by the 2 officers of Knight Communications Incorporated.

Knight is a C-Corporation incorporated in the State of California.

Date:

Paul Ramakrishnan
Vice President of the Corporation

Date:

Radhika Chandramouli
Secretary of the Corporation

Introduction

Knight Communications has been providing Information Technology (IT) services for over 33 years and particularly to the governments. We provide IT services *only* to local government entities.

We have been providing IT Support services to the City of Monterey Park for over 22 years.

We are deeply experienced and knowledgeable in all aspects of Information Technology pertaining to local governments and public safety organizations, especially the City of Monterey Park. We have provided and continue to provide the same type of services, to various agencies which are similar to the City of Monterey Park. Our recent government client list is provided below.

- We clearly understand the technical environment and the responsibilities at City of Monterey Park
- Knight Communications is well known in California for our IT expertise with various local government agencies and their strong background providing IT outsourcing to cities and their public safety organizations.
- Our prices are realistic for the California market and to help ensure high quality staff.

We also understand the work definition to be duties to include, but are not limited to, planning, designing, developing, implementing, supervising, and performing a variety of IT tasks to maintain the ongoing trouble-free operation of the City Network and IT services; assisting or collaborating in technical studies that relate to the City's information technology development; serving as a technical advisor for City projects that involve information technology operations; participating in the City's information technology strategic planning process; and performing related duties as required.

We agree to provide all of the services described under the "Scope of Services" section.

In addition Knight agrees to

- Provide timely, professional and effective services,
- Work harmoniously with City staff and other city consultants,
- Conduct regular status and information meetings,
- Provide regular and timely reports
- Provide enforcement of all City policies relating to IT resources
- Make recommendations on improving City processes.

Company Background

Knight Communications has been providing Information Technology (IT) services for over 33 years (15 years as Continental Computer) and particularly to the governments. We provide IT services *only* to local government entities.

Company Name: Knight Communications Incorporated
Address: 427 Yale Avenue, Suite: 201, Claremont, CA 91711

Knight is a C-Corporation incorporated in the State of California.

Contact Name: Paul Ramakrishnan
Contact Title: CEO
E-mail Addresses: paul@knightcommunications.com

Website: www.knightcommunications.com

Other info: Not owned by any other organization or individual
No failures or refusals to complete a contract
No lawsuits or litigations regarding projects, contracts or services
No financial interests in other lines of business
No bankruptcy or insolvency proceedings

Knight Communications Inc. is a Minority Business Entity and a Small Business Enterprise certified by the City of Los Angeles.

Our Company Goals:

- To provide strategic, high quality, innovative IT services and serve as an enabler to improve the delivery of client services and improve the efficiency, productivity, and financial performance.
- To recruit and retain highly qualified, educated, extremely motivated and empathetic personnel
- To provide long-term customer commitment and satisfaction

Our services include but not restricted to the following:

- Information Systems Management
- Network Installation and Administration
- Helpdesk, Desktop and Peripheral support
- GIS services
- Strategic Planning and Oversight
- Master Plan Development and Deployment
- IT infrastructure Design and Implementation
- Systems Integration
- Project Management

We do not have any financial or vested interest in recommended companies or products.

We never had any defaulted contracts.

We do not have any conflicts of interest between us and the City of Monterey Park

Qualifications and Experience

Knight Communications has been providing Information Technology (IT) services for over 33 years and particularly to the governments. We provide IT services *only* to local government entities.

We are deeply experienced and knowledgeable in all aspects of Information Technology pertaining to local governments. We have provided and continue to provide the same type of services, to various agencies which are similar to the City of Monterey Park. Our recent government client list is provided below.

We possess extensive knowledge of all of the systems, applications, hardware, software and technologies of local government entities.

List of Government Agencies we have served during past 10 years

City of Arcadia, California - *Complete IT Support Services*

City of Lawndale, California - *Complete IT Support Services*

City of Montebello, California - *Complete IT Support Services*

City of Monterey Park, California - *Complete IT Support Services*

City of Norwalk, California - *Complete IT Support Services*

City of Pacific Grove, California - *Complete IT Support Services*

City of Rialto, California - *Complete IT Support Services*

City of San Fernando, California - *Complete IT Support Services*

City of Sierra Madre, California - *Complete IT Support Services*

City of Upland, California - *Complete IT Support Services*

Arcadia Police Department - *Complete IT Support Services*

Baldwin Park Police Department - *Complete IT Support Services*

Claremont Police Department, California - *Custom Software*

La Verne Police Department, California - *Consulting Services*

Montebello Police Department, California - *Complete IT Support Services*

Monterey Park Police Department, California - *Complete IT Support Services*

Ontario Police Department, California - *Complete IT Support Services*

Pacific Grove Police Department, California - *Complete IT Support Services*

Rialto Police Department, California - *Complete IT Support Services*

San Fernando Police Department, California - Complete IT Support Services

Sierra Madre Police Department, California - Complete IT Support Services

Upland Police Department, California - Complete IT Support Services

Arcadia Fire Department - Complete IT Support Services

Montclair Fire Department, Montclair, California – Network Management

Monterey Park Fire Department, California - Complete IT Support Services

Ontario Fire Department, California - Complete IT Support Services

Rancho Cucamonga Fire Department, California – Network Management

Rialto Fire Department, California - Complete IT Support Services

Sierra Madre Fire Department, California - Complete IT Support Services

Upland Fire Department, California - Complete IT Support Services

Los Angeles Port Police, California – Systems Support and Consulting Services

San Diego Geographical Information Source (SanGIS) - Complete IT Support Services

References

Reference 1	
Name of Reference	Annie Yaung
Title	Financial Services Manager
Contact Information	Phone : (626)307-1349 E-mail : ayaung@montereypark.ca.gov
Agency Name	City of Monterey Park
Type of work performed:	Complete IT support services

Reference 2	
Name of Reference	Steve Coday
Title	Administration Bureau Lieutenant
Contact Information	Phone : (626)307-1243 E-mail : scoday@montereypark.ca.gov
Agency Name	Monterey Park Police Department
Type of work performed:	Complete IT support services

Reference 3	
Name of Reference	Theresa Devoy
Title	City Clerk/Director of Information Technology
Contact Information	Phone : (562)929-5720 E-mail : tdevoy@norwalkca.gov
Agency Name	City of Norwalk
Type of work performed:	Complete IT Support Services

Reference 4	
Name of Reference	Mike Taylor
Title	Chief, Baldwin Park Police Department
Contact Information	Phone : (626) 960-1955 E-mail : mtaylor@baldwinpark.com
Agency Name	City of Baldwin Park
Type of work performed:	Complete IT Support Services

Project Overview

Knight is the current vendor and we know exactly what all are needed to effectively provide all the required services. Apart from the Scope of Services listed below there are other projects we are currently working on which are Virtualization, Internet upgrade, Security Assessment, implementation of Spidr Tech, GIS updates for Tyler New World Aegis CAD system.

Scope of Services

Knight agrees that the nature of services is to provide ongoing support, coordination, general maintenance and troubleshooting of Monterey Park's IT functions, routine preventative maintenance services, recommendations for improving existing systems, and technical support for future purchases of equipment, software, and license agreements in coordination with the Director of Administrative Services to enhance the City's quality of service.

The scope of the technical services, both on-site and remote, 24x7, to be provided will encompass that shall include, but not be limited to the following:

Knight agrees to provide Information Technology Support Services relating to planning, development, coordination, implementation, management and operation of the City of Monterey Park's Information Technology Systems for the City Hall, the Police Department, the Fire Department, City Yards, Water Department, Parks Trailer, Delta Plant (in Rosemead), Langley Senior Citizen Center, Library computers connected to City, Pool House, Senior Center and Day Care center.

Knight will provide the necessary staff on site for services during normal operating hours of services for 5 days a week (Monday – Friday) and 24/7 support for the Police Department when needed. We will also provide expeditious 24/7 emergency support when there is unanticipated failure to any of the core citywide network component.

Provide Strategic Planning and oversight.

Provide strategic planning and oversight of the City's IT services and inventory and contribute to the development and implementation of long-term goals, projects, and objectives to achieve the City's technology priorities.

Evaluate City information systems needs and then recommend, develop, coordinate and implement appropriate technological enhancements, processes, and standards.

Identify solutions to support City strategic goals and objectives.

Identify critical integration issues based on current and future projects

Recommend policies, procedures & standards for implementation and use of IT

Provide input and review of Requests for Proposals. Assist with vendor negotiations on IT projects

Identify the need for and provide necessary coordination with 3rd party vendors, consultants, and independent contractors on any technology issues

Provide recommendations for additional services to enhance IT services to support the vision of IT for the City

Assist the City with yearly budget recommendations, identifying hardware, software and infrastructure needs, and recommending equipment and software upgrades.

Provide executive level project oversight to the projects.

Manage all IT-related support contracts and notify the City of upcoming contract expirations, so that the City can choose to renew them if desired without a lapse of coverage.

Maintain up to date documentation.

Maintain up to date IT asset inventory.

Maintain the current Technology Master Plan for the City and continue to update it on a regular basis.

Maintain the current Disaster Recovery/Contingency Plan and continue to maintain it on a regular basis.

Provide Project Management for all IT projects

Provide Infrastructure/Network Administration

Provide design, implementation and management the City's network infrastructure (both LAN and WAN), including all hardware such as servers (both physical and virtual), switches, routers, firewalls and cabling etc. and related software such as server software, operating systems and applications.

Provide maintenance of all City's Servers and other devices are listed in Exhibit A of the RFP.

Manage the network file systems to ensure that access to City data is secure and available for access to approved user groups.

Manage and support the City's Active Directory infrastructure including all components and supporting services.

Manage and support the City's email system and supporting messaging infrastructure, as well as smart-phone integration for mobile users.

Provide Domain Administration.

Provide regular review and evaluation of the City's network to ensure optimum operations and security.

Provide Network support including but not limited to:

Facilitate new user account creation

Disabling or deleting obsolete user accounts

Assigning security permissions

Managing VPN

Vendor account creation

Network printing solutions.

Manage and support all related devices and systems, including firewalls, encryption, web content filtering, spyware prevention systems, and spam and virus filtering systems.

Manage Microsoft Service Packs and Security Patches

Be responsible for ensuring the physical, network, application and data security for all IT systems.

Provide Firewall administration support

Provide Internet and intranet support

Manage the communication links to all of the City's offsite facilities

Manage software licenses.

Manage and support the wireless networks and Wi-Fi support

System backup: Knight will perform full backup of all servers on a daily basis. Knight will ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be restored.

Desktop Support

Document and track all help desk tickets whether received from phone or email.

Maintain the current 'Help Desk Support' system, free of charge, which would make the desktop support, a seamless and accountable one. The system would also provide call-tracking and statistical reports both for the management and the end users

Provide ongoing hardware diagnostics and support of all workstations, printers, and other peripherals.

Provide system upgrades including but not limited to:

- Operating System upgrades

- Application upgrades

- Hardware upgrades

- Virus protection

- Spam filtering

Coordinate resolution of software problems with software vendor.

Ensure efficient daily operations of PCs and peripherals

Application Support

Knight will provide application support for all the applications listed in Exhibit B of the RFP.

Services provided specifically to the Police Department include:

Provide Information Technology services relating to planning, development, coordination, implementation, management and operation of the MPPD's specialized Law Enforcement Information Systems. Specifically, Knight will provide the following services:

Administer, manage and support MPPD's computerized Records Management System, Computer Aided Dispatch system (911), Mobile system, and any other related application systems such as Document Imaging system, at the Police Department.

Design, implement and manage the MPPD's network infrastructure (both LAN and WAN), including hardware (servers, switches, routers, firewalls and cabling)

Maintain the communication links to all the externals to the MPPD network, such as Los Angeles County Sheriff's JDIC system, LACRIS system, and Automatic Number Identification and Automatic Location Identification systems.

Administer Automatic License Plate Reader (ALPR) Technology, hardware and software

Provide maintenance of all Police Department Servers

Provide 24/7 support for all 911 system related problems and issues.

Provide 24/7 after hour and weekend support of crucial Police systems.

Provide all Personal Computer/Helpdesk support services at the Police Department.

Administer security and perform/coordinate troubleshooting activities.

Administer security camera systems.

Administer Two-factor authentications for all mobile devices

Evaluate department information systems needs and recommend, develop, coordinate and implement appropriate technological enhancements, processes, and standards including an information technology master plan for the MPPD.

Identify the need for and respond to related staff training needs and coordinate the administration of vital resources.

Identify the need for and provide necessary coordination with vendors, consultants, and independent contractors.

Recommend, coordinate, and track budgetary items involving new, upgrades, and enhancements to computer technology, infrastructure needs, and office automation for the MPPD.

Provide consultation services to MPPD in reference to law enforcement technology needs.

Administer, monitor, and troubleshoot MPPD computerized 911 telephone system and related networking by working with the phone system vendors.

Research, procure, install, and/or perform upgrades necessary to meet or improve departmental operations. Provide support to end users in the installation and operation of such programs. Provide support to end users in the installation and operation of such programs.

Develop, monitor, and maintain system security protocols for MPPD's computer operations. Create and administer user profiles and passwords, allowing user access to electronic mail (e-mail), internet access, other applications, and data.

Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, e-mail, internet use, data collection and dissemination, and confidential information.

Analyze, detect, and resolve user difficulties including hardware and software malfunctions.

Provide technology forensics and data recovery.

Work with the city's police command staff to introduce new and complex communications support within the PD and ties to several outside law enforcement and governmental agencies; both software and hardware solutions.

Maintain and support PD workstations.

Maintain and support PD mobile units.

Maintain and support PD mobile inventory.

Support PD and outside agency applications.

Provide support and training for GIS applications or any other related software.

Update maps and create maps when requested.

Knowledge in software programming. i.e. Microsoft work products, SQL, Visual Basics, to create databases that extract data from NWS products.

Assess requests initiated by the PD for new projects, upgrades, technology, etc., for feasibility, and recommendations to meet the PD's needs.

Support the Jail and all video surveillance software and equipment (Pelco)

Oversee daily PC operations.

Provide hardware, software, network, and mobile device support to PD employees.

Provide 7/24/365 on call emergency support for critical applications.

Support all Police Applications specified in Exhibit C of the RFP.

Additional Services

Provide the above mentioned support during the City's normal business hours and off-hours, when and if needed.

Answer any and all IT related questions.

Identify the need for and respond to related staff training needs and coordinate the administration of vital resources.

Develop, monitor, and maintain system security protocols for City's computer operations, user access to electronic mail (e-mail), internet access, other applications, and data.

Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, e-mail, internet use, data collection and dissemination, and confidential information.

Knight understands and agrees that the duties listed in the Scope of Services are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the Scope of Services if the work is similar, related to, or is a logical assignment to any of the services above.

Knight agrees to the following:

Register and maintain proper business licenses and remain in good standing within the State of California and the City of Monterey Park;

Maintain a staffed, 24-hour a day, central office in the region;

Have sufficient size and depth of management, resources and staff to support the services required in the specifications;

Have sufficient financial resources to meet payroll, equipment and supplies to meet operational requirements and ensure quality service;

Have measurable and demonstrated successful experience in providing specified Services for like size venue and operations;

Provide Information Technology Services as the primary function of their business;

Have been in business for at least five years providing Information Technology Services to similar sized city governments;

At our own expense, carry and maintain, during the period of performance: California required Worker's Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$2,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which the City of Monterey Park, its Officers, Officials, Employees and Volunteers are named as additional insured.

Methodology and Work Plan

We have always considered ourselves employees of the entity we work for, opposed to outside consultants. This homogenous attitude provides a closer personal relationship with our end users, thereby providing a smooth and healthy work environment. We feel that this attitude is the best way to render our services and also it provides a great morale for our employees.

The personnel assigned to the City of Monterey Park are well qualified with extensive knowledge and experience with the City's current IT systems.

We consider the following to be keys in our relationship to the City of Monterey Park staff.



In order to provide better service delivery and establish a rapport with the Knight team, we approach each new engagement by establishing shared expectations and a clear understanding of roles and responsibilities at the start of each project. We believe this background is critical to the overall success of working together as a team. If appropriate, Knight will hold an entrance conference to meet with the City of Monterey Park staff. The primary objective of this meeting is to confirm both parties' understanding of issues, expectations, scope, deliverables, and to discuss the communication protocols that will be used for the engagement.

We recommend that specific agenda items for this meeting include the following:

1. Review and discussion of the job order or project, deliverables, schedules, critical success factors, and communication strategy.
2. Review and discussion of any data that we or the City of Monterey Park will need.
3. Establishment of agreement on temporary employee and/or project progress reporting frequency and format.

We will carefully review the information you provide to us and ask questions to make sure we fully understand the expected outcomes. Our ability to talk with our clients, listen carefully, and use that information effectively helps our work product result in a high degree of success.

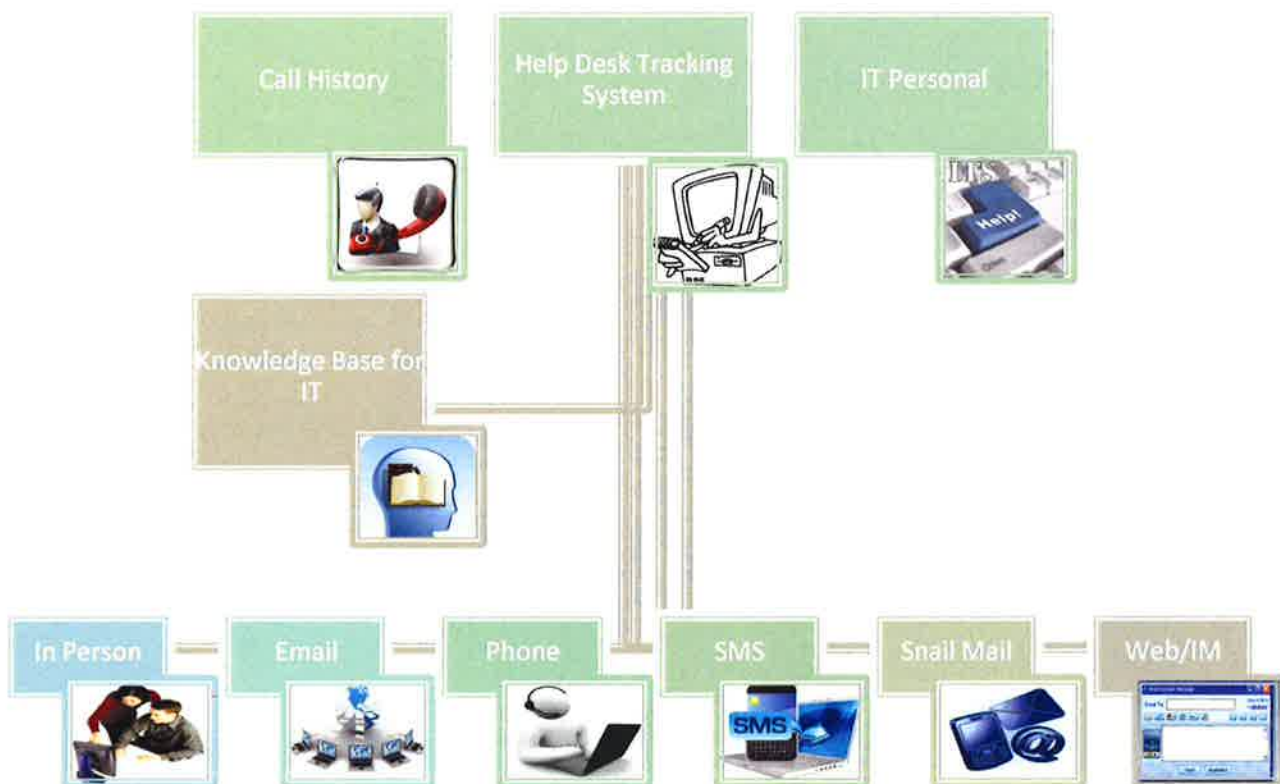
The general methodology and work plan principles used for the required operation at City are the following:

1. Orientation Phase
 - Information Gathering
 - Physical Inventory
2. Transition Phase
 - No need for transition
3. Systems Analysis
 - Analysis of Requirements
 - Risk Analysis
 - Work with City staff to identify needs
 - Utilization of Resources
4. Operations
 - Operations Policies and Procedures
 - End-User Support Policies and Procedures
 - Standards
 - Security and Safety Policies
 - Support Operations
 - Asset Management and Audit
5. Management
 - Management Objectives
 - Reports
6. Training
 - IT Training Policies
 - User Training

7. Acquisition
 - Acquisition Policies
 - Needs Analysis
 - Budgeting
 - Procurement process
8. Security and Control
 - Risk Management
 - IT Contingency Planning
 - IT Systems Security
 - Logical Access Control
 - Data Protection
 - Facilities Security
 - Personnel Security
 - Threat Management
 - IT Asset Management
9. Software
 - Implementation
 - Training
 - Maintenance
10. Project Management
 - Project Management Planning - Startup, Execution and Closeout

Knight will implement all the new projects and IT systems at the City and then provide support for them.

- Service/ Support Process



The City can use our web-based help desk system, free of cost, which enables support services to be seamless and accountable. The system provides call-tracking and statistical reports both for management and the end users. It also keeps the users updated via e-mail, on the status/progress of their service call.

Help desk description

The City can use our web-based help desk system, free of cost, which enables support services seamless and accountable. The system provides call-tracking and statistical reports both for the management and the end users. It also keeps the users updated via e-mail, on the status/progress of the call for service they had made.

Respond (call acknowledging assignment of call) to Client/caller, and diagnose/resolve according to prioritization. This will be done through our automated 'help-desk' system.

Client/caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, both by our automated 'help-desk' system and by phone call.

Will give the client opportunity to test system during our presence once the problem is resolved. For long term problems, the Client will be notified daily or weekly of progress until the problem is resolved.

Management or implementation strategies or techniques that we intend to employ in carrying out the scope of services.

We recruit qualified staff. We research and evaluate software/systems prior to implementation. We communicate scope of services to be performed. Each major task for implementation of the system is clearly described along with the time table, data preparation and system verification. Description for each major task such as the following will be included.

- What the task will accomplish
- Resources required to accomplish the task
- Key person(s) responsible for the task
- Criteria for successful completion of the task
- Examples of major tasks are the following:
 - Providing overall planning and coordination for the implementation
 - Providing appropriate training for personnel
 - Ensuring that all manuals applicable to the implementation effort are available when needed
 - Providing all needed technical assistance
 - Scheduling any special computer processing required for the implementation
 - Performing site surveys before implementation
 - Ensuring that all prerequisites have been fulfilled before the implementation date
 - Providing personnel for the implementation team
 - Acquiring special hardware or software
 - Performing data conversion before loading data into the system
 - Preparing site facilities for implementation

Response time and goal for resolving problems.

Knight's personnel will respond within 30 minutes via phone and within 1 hour onsite.

Service Level

Knight's assigned personnel will be on-site, at least 40 hours per week and remote support will be available whenever needed.

Monitoring Services

- a. Knight will enable tools to monitor the health of servers and workstations to provide proactive response to maintenance and support matters that arise, including 24-7 alerting on those monitors to ensure after hour response to problems detected by the monitoring tools.
- b. Client will also have access to view this monitoring portal and can receive concurrent email alerts to a designated email address.

Performance Standards

Knight will adhere to the following minimum performance standards. If the City changes any of the standards set forth below, Knight will adhere to the new standards.

<u>Description</u>	<u>Performance Standard</u>
<u>A. Operating System</u>	
1. Operating system upgrades and patches implemented on mutually agreed-upon date.	100%
2. Perform operating system and database tuning and capacity planning for supported application services quarterly.	100%
3. Respond to all equipment and software specification requests within the same day.	100%
<u>B. Network</u>	
1. Network availability	99.9%
2. Respond to outages within 30 minutes	100%
3. Respond to all other networks calls within 2 hours	100%
4. Maintain back up schedule and restoration capabilities	100%
<u>C. User moves and Recovery</u>	
1. Move single user (no cabling)	1 days
2. Move single user (cabling)	2 days
3. Pre-move notification (multiple users)	10 days
4. Recovery from data stored	1 day

Resolution times:

Urgency Level	Definition	Resolution Time
Show Stopper	Server or major application outage or bug, causing the user not be able to perform critical business process. Significant Agency business or user impact	Less than 1 hour or required deadline
High	Significant application outage impacting productivity or user not to be able to perform semi-critical business process. Major Agency business process or user impact	Less than 2 hours or required deadline
Normal	Application outage that is a significant concern to the user/Agency. Does not significantly interfere with the Agency business process	Within 1 day or required by user
Low	Application bug that is a minor concern to the user/Agency. Does not significantly interfere with the Agency business process	Within 2 days or by required by users
Information Request	Request for documentation or informational requests. issues that do not have a business process impact	Within 1 week

Description of the professional qualifications of the principals, specialists or technicians who will be available to deliver the IT support services required by this RFP.

All of the proposed personnel are educated in Information Technology or related field and possess extensive experience and knowledge working with IT systems in the local government arena. Please refer to the resumes.

Description of how we intend to ensure that all personnel contributing to the management of the City's information technology system are properly trained and monitored to ensure that they are performing their duties at proficient levels.

Weekly or B-weekly meetings will be held to discuss ongoing projects, new technologies, and employee performances. We regularly attend webinars, IT conferences, and are members of MISAC, an IT community dedicated exploring/evaluating/implementing new technology and services in local governments.

Our Knowledgebase within the organization provides a transparent method to share, collaborate, and resolve issues proficiently. Employee performance reviews and accountability are monitored by the organization.

Explanation of we plan to keep the desktop computers and servers operating at optimal performance.

Proactive monitoring of the servers, desktop computers and annual evaluation of the network provides a comprehensive overview of the computers and servers.

Setting up a computer replacement cycle and hierarchy is important to ensure critical systems are not pushed beyond the manufactures recommended life cycle. A replacement cycle of 5 years (or less) ensures the Operating System is semi-current as well as other associated software (Microsoft Office).

Implementation/maintenance of antivirus and malware software, and security updates from Microsoft are employed to ensure computer systems are secured, protecting city data and system integrity.

Description of how we will keep the City informed about the state of our Information technology service.

Bi-weekly meetings with the City representative overseeing IT to update on current project status and noteworthy IT activity/system statuses. Quarterly meetings are held with each department (Typically with the department heads and management staff) to discuss current and future IT initiatives, proposed projects, recommendations etc. Additionally, citywide emails are used to keep general staff apprised of any upcoming software updates or system migrations which may impact operations.

Explanation of how we would resolve the situation in which one of our servers breaks down during service.

Diagnosing whether the issue is hardware or software related is the key. In the event of hardware failure we would need to confirm the server is under warranty and begin the proceedings of procuring replacement components (depending on the service level) the resolution could be as quick as 4 hours. In the event of software failure corrupted files or database, we would proceed with restoring data from backup the issue can be resolved on the same day.

We will make sure that the network is available 99.9% of the time. We respond to outages within 30 minutes or less.

Statement of the company regarding whether or not it conducts a background check on all its IT personnel.

All of our personnel have gone through DOJ background checks.

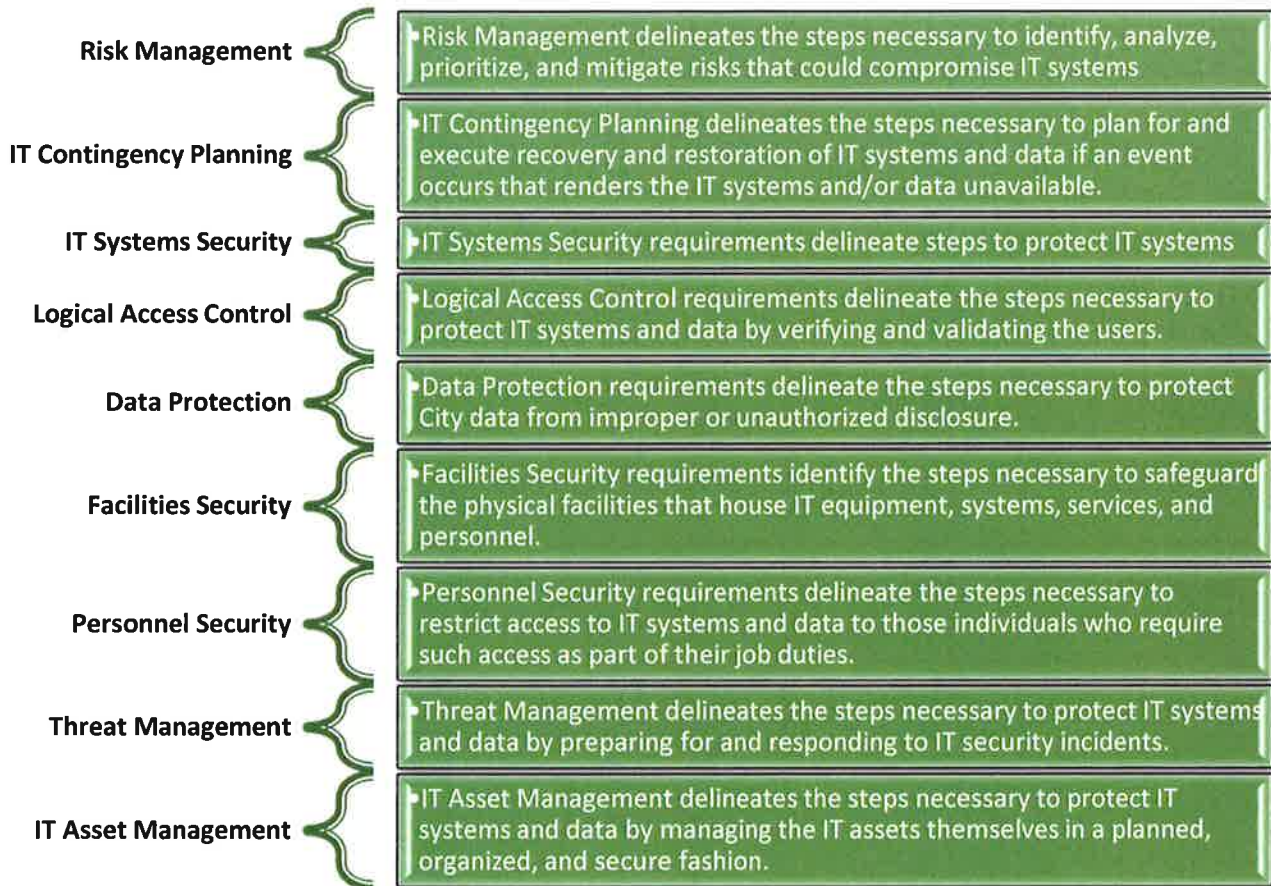
Organizational Unit Functions

Knight follows these guidelines regarding functions and responsibilities

IT Organizational Unit Charter and Key Responsibilities		
Unit	Charter	Key Responsibilities
IT Management	Provide leadership to the City in technology matters	- Technology Strategy - Communications - Security - Vendor Management - Purchasing Process - Budgetary Control
Planning	Proactively engage the City departments in visioning the use of technology	- Project Management - Business Analysis - Strategic Planning
Applications	Lead the acquisition, implementation and maintenance of software	- Application Systems Support - Geographic Information Systems (GIS) - Web Services - System Functional Evaluation - Standards Definition
Infrastructure Management	Establish and maintain a network that is reliable and transparent to the end users.	- Systems Administration - Network Systems Support
		- Hardware/Software Standards Definition. - Security Standards Definition
Customer Service	Support end users.	- Help Desk - Communication - Follow-up

Standard Security Program

The Security standard program we follow, consists of the following components:



Communication and Analysis

Knight will have an effective communication rapport with the City, providing valuable, accurate information in a timely manner.

Reporting

Knight will provide the following to effectively monitor the status of the proposed services.

We agree to participate in meetings to discuss service delivery and planning to ensure the IT needs of the City are being met.

Reports	
Help Desk Tickets	Report of completed and in-progress help desk tickets –weekly.
System Resources	Report of resource management and usage with recommendations for improvements – monthly
Inventory	Current list of all hardware and Software inventories - quarterly.
Network	Network availability – Bi weekly
	Network projects – Bi weekly
Security	Complete electronic systems audit, intrusions, internet usage, policy violations, any requested audit - weekly

Business Continuity Plan

We follow the standard/recommendations set by the National Institute of Standards and Technology (NIST) and other government organizations.

The goal: Continue Mission Essential Functions at All Times During Any Type of Disruption

The scope of a Business Continuity Information Technology Plan should afford protection and restoration to four major components of information technology. 1. Computers and computer network hardware. 2. Systems that support computers and networks (e.g.: electrical power systems). 3. Software applications that support the business services of a department (e.g.: word processing, spreadsheet, database and e-Mail applications). 4. Telecommunications systems that are managed by a department (e.g.: PBX systems that are not part of a vendor managed service).

Plan	Purpose	Scope	Plan Responsibility
Business Continuity Plan (BCP)	Provides procedures for sustaining business operations while recovering from a significant disruption.	Addresses business processes at a lower or expanded level from COOP mission essential functions	Mission/business process focused plan that may be activated in coordination with a COOP plan to sustain non- mission essential functions
Continuity of Operations (COOP) Plan	Provides procedures and guidance to sustain an organization's mission essential functions at an alternate site for up to 30 days.	Addresses the mission essential functions; facility- based plan; information systems are addressed based only on their support to the mission essential functions	Mission essential function focused plan that may also activate several business unit- level BCPs, ISCPs, or DRPs, as appropriate.
Crisis Communications Plan	Provides procedures for disseminating internal and external communications; means to provide critical status information and control rumors	Addresses communications with personnel and the public; not information system focused.	Incident-based plan often activated with a COOP or BCP, but may be used alone during a public exposure event.
Critical Infrastructure Protection (CIP) Plan	Provides policies and procedures for protection of national critical infrastructure components, as defined in the National Infrastructure Protection Plan	Addresses critical infrastructure components that are supported or operated by an agency or organization	Risk management plan that supports COOP plans for organizations with CI/KR assets.
Cyber Incident Response Plan	Provides procedures for mitigating and correcting a system cyber-attack, such as a virus, worm, or Trojan horse.	Addresses mitigation and isolation of affected systems, cleanup, and minimizing loss of information.	Information system focused plan that may activate an ISCP or DRP, depending on the extent of the attack
Disaster Recovery Plan (DRP)	Provides procedures for relocating information	Activated after major system disruptions with long-term effects.	Information system focused plan that activates one or

	systems operations to an alternate location.		more ISCPs for recovery of individual systems.
Information System Contingency Plan (ISCP)	Provides procedures and capabilities for recovering an information system.	Location-independent plan that focuses on the procedures needed to recovery a system at the current or an alternate location.	Information system focused plan that may be activated independent from other plans or as part of a larger recovery effort coordinated with a DRP, COOP, and/or BCP.
Occupant Emergency Plan (OEP)	Provides coordinated procedures for minimizing loss of life or injury and protecting property damage in response to a physical threat.	Focuses on personnel and property particular to the specific facility; not business process or information system-based.	Incident-based plan that is initiated immediately after an event, preceding a COOP or DRP activation.

Support Services FAQ

- **Is help desk support available for network services? > Is help desk support available for workstation services?**
Yes
- **When is support typically available?**
Monday through Thursday – 7:30 am to 5:30pm and Friday 7:30am – 4:30PM.
24 hour support available when needed
- **How are calls documented and tracked?**
Through our web based Help Desk system
- **How will on-site and remote support reports be provided, and in what timeframe?**
Please see the Reports section
- **Do you provide a toll-free support number?**
Yes
- **Do you provide remote support sessions?**
Yes
- **Describe your problem escalation process.**

For problems that are not solvable by the first tier, there will be a predictable escalation to other tiers based on the problems' difficulty and severity. Help desk technicians are trained to triage problem's by quickly diagnosing severity and difficulty and determining how quickly to involve other tiers. Our IT management will predefine severity conditions and their corresponding escalation. A matrix of severity conditions ensures that big problems are quickly escalated and communicated to effect the most rapid resolution, and, equally importantly, to facilitate rapid communication of major problems to senior management.

The Level 1 Technician:

Receives call.

Creates an Incident ticket in the Help Desk System.

Note: In the event the help Desk system is not available, Level 1 Technicians will utilize manual logs to facilitate the process. All information that is logged manually will be entered into the Help Desk System upon its return to availability.

Determines if the call is classified as a Severity 1 and needs to be escalated.

If yes, notify the Site Manager, via cell phone, of the Severity 1 Incident.

If the Site Manager is not available, contact Backup Manager.

If Backup Manager is not available, contact the Account Manager.

If no, continue resolving the issue.

The Manager (or backup) will determine the appropriate personnel (either himself or from the corporate office) in restoring service, and provide the contact information to the Level 1 Technician.

The Level 1 Technician will contact the personnel (level 2), if needed, provided by the Manager, and notify them of the Severity 1 Incident. The Level 1 Technician will provide the Level 2 group with the Contact number, Incident ticket number, and instruct them to call the number ASAP, and or work to resolve the issue.

The Site Manager will notify the City Management, via email and or phone on updates and resolutions.

The Level 1 Technician will close ticket when problem is resolved and contact the customer to perform Customer Satisfaction Survey.

Emergency Response:

Knight will provide the City with a toll-free number to the City. One of our assigned technicians will answer the call 24/7 and will respond to the emergency situation immediately. If the problem cannot be handled remotely, Knight's personnel will be on site within 30 minutes to handle the emergency.

Project Schedule

As far as the 'Project' is concerned, it comprises mostly of providing the comprehensive Information Technology Support Services is an on-going process, obviously.

These are the other projects which are not part of the routine support services.

<u>Projects</u>	<u>Expected completion date</u>
Virtualization	June, 2018
Internet upgrade	March, 2018
Security Assessment	March, 2018
Implementation of Spidr Tech	January, 2018
GIS updates for Tyler New World Aegis CAD system	March, 2018
Financial System Upgrade	Yet to be decided

Project Cost

Here are our monthly charges, by locations.

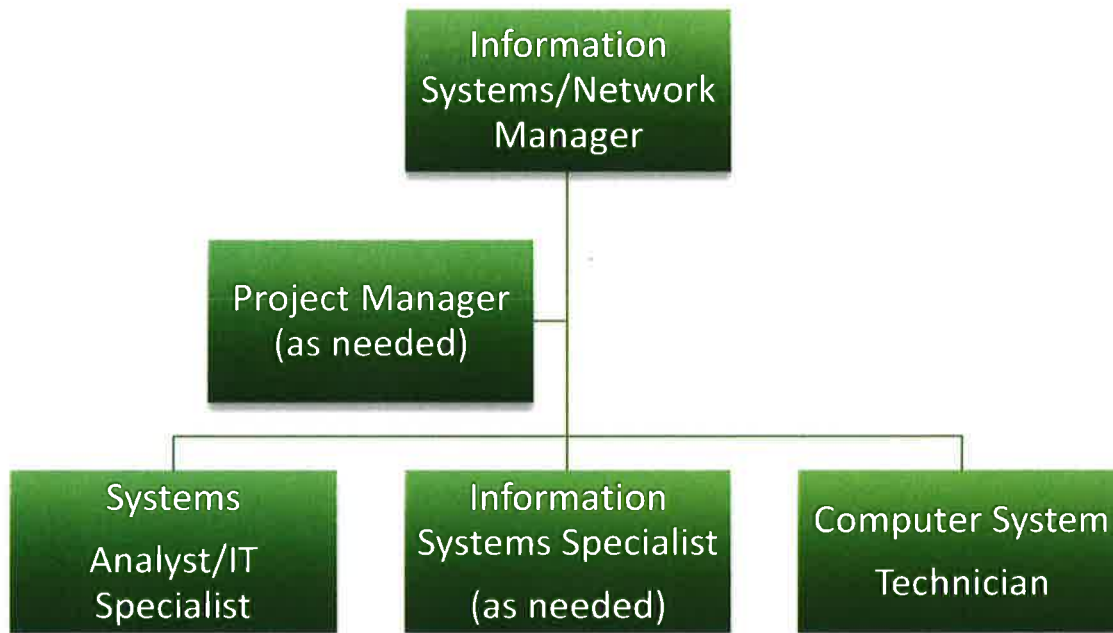
City Hall	= \$6,000
Police Department	= \$10,500
Fire Department	= \$2,000
City Yards	= \$800
Water Department	= \$500
Parks Trailer	= \$400
Delta Point	= \$400
Langley Center	= \$1,000
Library	= \$3,000
Pool House	= \$150
Day Care Center	= \$150
Total	= \$24,900/month
Total Annual Cost	= \$298,800

Project Alternatives

Knight's charges are already very reasonable compared to the industry standard.

One alternative to reduce cost could be reducing the number of hours of Knight's personnel on Fridays.

Project Team



Our project team consists of 3 full-time on-site personnel and other 2 other 'as-needed' personnel.

Systems/Network Manager
Jason Sam

Systems Analyst
Mark Reynosa

Systems Technician
Ivan Sanchez

Systems Specialist
Jill Li

Project Manager
Linda Kennard

Jason Sam

2410 N. Ditman Ave
Los Angeles, CA 90032626-679-2087
jsam@knightcommunications.com**Experience**

1996–Present Knight Communications, Inc. Claremont, CA

IT Systems Manager on site for City of Monterey Park and Monterey Park Police.

- Currently maintaining City of Monterey Park and Monterey Park Police Departments Servers and Network.
- Deployed two HyperConverged solution, Simplivity for City and PD with VMWare .
- Converting Physical Servers to VM for consolidation.
- Manage and maintain network applications such as ArcGIS, Accela Automation, Tyler New World Aegis MSP, Progressive solutions Business License system, ADFS Server for LA Sheriff's applications.
- Design and implemented entire infrastructure for the City of Monterey Park from ground up.
- Transitioned City of Monterey Park from Windows 2003 AD to Windows Server 2012 AD.
- Maintaining and installed/upgraded City from Microsoft Exchange 2003 to Exchange 2013
- Design and implementation of Cisco ASA VPN solution for remote sites.
- Implementation of Cisco ASA firewall for City and Police
- Project Manager for Monterey Park Bruggemeyer Library network.

1994-1995 Knight Communications, Inc. Upland, CA

Network Administrator

- Install and configure user rights for many network applications.
- Maintain User accounts passwords and rights.
- Installation of new servers adding to an existing domain.
- Implementation of Norton Antivirus Solutions to both the Novell Servers and Microsoft Windows NT Servers.

1992–1994 Knight Communications, Inc Upland, CA

PC Technician

- Installation and configure workstations to attach to a Novell Server and Microsoft Windows NT Servers.
- Troubleshoot PC problems from Blue Screens of death to PC not booting up.
- Setup and use of WRQ Reflections to connect to HP and VMS hosts through serial and LAT and TCP/IP protocol connections.
- Setup of new network printers to print via TCP/IP
- Installation of Windows 3.11/95/98/NT from scratch

Education

1989–1994 California Polytechnic University, Pomona
 ▪ B.S., Engineering Technology Electrical

Interests

Computers, Wi-Fi networks (802.11ac), VPN solutions, Security, podcasts.

Mark Reynoso

Education:

U.E.I - Los Angeles, CA

Oct. 2004 – June 2006

A+ and MCSE labs, hands on hardware/software analytics and deployment, planning and theoretical networking solutions and topologies. Management, structure and maintenance on work stations and servers.

Venice High School - Los Angeles, CA

June 2000 – June 2004

High School Diploma

Awards and Recognition:

- Honors
- Perfect attendance
- Student of the month

Skills & Abilities:

- Attentive to details
- Critical thinking/problem solving skills
- Customer Service
- Windows XP/Vista/7/8/10 support
- Windows Server 2k/2k3/2k8/2k12 support
- SQL Support
- Exchange Administration
- VMware/vSphere and Virtual deployment and management
- Active Directory/Group policy management, Security permissions
- PC systems building/hardware configurations
- Security practices
- Software configurations
- LAN/WAN/VPN, Wireless management

- Cisco ASA Firewall administration
- Barracuda spam filter administration
- Meraki cloud systems management
- Printer/Copiers set up/configuration
- TCP/IP, DHCP/DNS, Router configurations
- Virus/Rootkit/Malware/Spyware removal
- Android/IOS support
- Linux basic support
- Apple support
- Acronis Snap Deploy Imaging
- Fog Server Imaging Solutions
- Microsoft Office Support

Experience:

City of Monterey Park/PD/FIRE – Assistant IT Manager/Systems Analyst 10/14-Present

Responsible for maintenance/upgrades for 400+ users across all different city sites including City Hall, Police Department, three Fire stations, Senior Center, Library and City Yards. Responsible for account creations and distributions and email requests through Active Directory and Exchange, including city provided cell phones administration. I also manage 300+ work stations including replacement distribution and software configurations for day to day operations. I also help managing 50+ servers physical and virtual; I also upgrade/replace or reconfigure new servers to needed specifications and data migrations. Lists are also created to keep track of servers and workstations along with software to track and monitor network activity and efficiency. I also take responsibility for weekly offsite backups for data. I oversee malware related investigations through the firewalls and treatment. I also inform and educate users of best practices to try to avoid malware. There also 40+ MDC and Mobile/CAD systems and accounts support.

City of Sierra Madre PD/Fire- Assistant IT Project Manager 7/16 – 3/17

The city had a cyber incident at the time and I was called in to help with data information and investigative work to help with the process. The city was also in need of some maintenance and upgrades such as workstations, servers and a major network migration project for the Police Department's vehicle MDC'S that involved multiple parties in a team effort and extensive network firewall configurations. I also helped with in car camera systems with repairs and troubleshoot.

IVAN SANCHEZ**EDUCATION****High school Diploma***Venice High School, Los Angeles, CA***June 2006****CERTIFICATIONS:****Certifications:** CompTIA A+ **May 2012**
CompTIA N+**Anticipated August 2018****Operating Systems:** Windows (2000, 7, 8.1, 10), Mac OS X**WORK EXPERIENCE****Los Angeles County Metropolitan Transit Authority****March 2007- September 2016** Los Angeles, CA**Amalgamated Transit Union Shop Steward**
Los Angeles, CA**March 2012 - December 2015****Knight Communications****September 2016-Present****PROFESSIONAL TRAINING:**

- Grievance and Arbitration
- Disciplinary Hearing Procedure
- Ethics and Professionalism
- People Skills
- Managing Conflict and Anger
- Pre-Supervisory Training
- Developing Your Full Potential
- Sexual Harassment Prevention
- Maintenance Safety Awareness
- Hazard Communication

RELEVANT SKILLS:**Communication Skills:**

- Able to resolve conflicts within employees
- Deal with customers upon unauthorized entry
- Mediate disputes and disciplinary hearings
- Properly convey managerial orders

Leaderships & Management Skills:

- Can effectively follow, relay, and issue work orders and directions
- Lead a crew or shift effectively and efficiently
- Supervise and instruct new employees in work assignments

Support Technician Skills:

- Work on and maintain Police software including but not limited to:
 - ALPR,
 - CAD

- RMS
- Mobile Dispatching
- Answer and help customer calls on varying computer related issues
- Assign and manage work policies for various groups and security
- Manage and maintain various software including but not limited to:
 - Firewall
 - Spam filters
 - Anti malware and virus
 - 2FA software
 - MDM Solution software management
 - Computer imaging software
- Update and maintain City's intranet content
- Wired and wireless networks both LAN and WAN
- Maintain and retrieve backups of files and operating systems
- VMware management
- Microsoft Office knowledge
- Security camera monitoring software

LANGUAGES:

Spanish - Written and spoken

Jill Li

jli@knightcommunications.com

Role on Engagement: Network/Systems/ Support**Knight Communications, Inc.****Claremont, CA****Systems Manager****May 2013 -**

- Work at the client site for City of Pacific Grove, and support technical day-to-day operations/problems for City Government, Police Department, and Public Library.
- Migrated the city from local file servers to Google Drive, and held trainings for city users.
- Continue to work on long term sustainability and infrastructure of the networks.

Datang Telecom Technology Co., Ltd. (DTT)**Beijing, China****Assistant Engineer Intern****Summer 2011**

- Conducted performance tests on SP30-AVS hypervisor-resident virtual network switch through serial and network ports including packet loss rate, mean opinion score (MOS), call processing ability, network switch processing delay.

EDUCATION**Columbia University, The Fu Foundation School of Engineering and Applied Science**

MS in Electrical Engineering

February 2014

Harbin Institute of Technology, Honors School Harbin,

BS in Communication Engineering

July 2012

University of Sao Paulo, São Paulo, Brazil

Exchange Program, Sustainable Energy Engineering

Summer 2011

PUBLICATION

Georgia Rugumira, Gang Wang, Nguyen Thi Dieu Linh, Jueran Li, "PAPR Reduction in Precoded OFDM System via Carrier Interferometry", ICCT (Communication Technology, 2011 IEEE 13th International Conference): page 456-461.

TECHNICAL EXPERIENCE

Network Management

Backend Database Design of a Library System

Distributed Networking Application Project, Networks & Protocols

Probabilistic Verification of the ARQ Protocols

The Face Recognition System

Interference Alignment Based On Multiuser Channel

Conflict of Interest

Knight does not have any actual, apparent, direct, indirect, or potential conflicts of interest with respect to Knight, management, or employees of Knight or other persons relative to the services to be provided.

Insurance

Knight is maintaining the following types of insurance and complying with the City requirements and will continue to do so.

Commercial general liability:	\$2,000,000
Professional Liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Worker's Compensation:	Statutory requirement

Why Knight

The benefits of choosing Knight as the IT vendor are the following:

Stability: Knight Communications Inc. has been an information technology solutions provider for over 33 years and in particular to the local governments for over 25 years.

Knowledge: Knight has a complete understanding and working knowledge of various Systems & Applications of City of Monterey Park. We have been providing these services to Monterey Park for over 22 years.

Continuity: The City will be receiving services without any interruption.

Reliability: All of our users are extremely happy with Knight's services. We have received nothing but accolades from various users over the years.

Cost: Our cost is an economically conscious one.

References: Knight has excellent references.

Personnel: We have always provided qualified people for the City's IT operations. All of our personnel possess working knowledge of local government IT systems and applications.

Services: We have proposed to provide **all** IT related services, and we can provide additional services when and if needed, for any IT projects down the road.

Innovative: We propose innovative ideas to be considered for implementation.

Approach: Our approach and methodologies are solid and we believe in strong customer oriented service. We also feel strongly about personal and face-to-face services approach opposed to remote support approach.

Relationship: Knight has enjoyed an excellent working relationship with the City and its personnel.

END OF DOCUMENT



City Council Staff Report

DATE: March 21, 2018

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

TO: The Honorable Mayor and City Council
FROM: Ron Bow, City Manager
SUBJECT: Airplane Noise Update

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file the Airplane Noise Update; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City Council directed staff to provide airplane noise update at a future City Council meeting. This report includes the updates from Federal Aviation Administration (FAA) and discussions at recent Los Angeles World Airport (LAX)/Community Noise Roundtable (Roundtable) meetings. Staff recommends the City Council receive and file this report and take any additional, related action that may be desirable.

BACKGROUND:

The Roundtable was created in September 2000 with Monterey Park as one of its original members. The Roundtable is a forum intended to reduce and mitigate adverse noise impacts on surrounding communities resulting from users of LAX. The bylaws of the Roundtable state "it is the intent of the Roundtable to identify noise concerns in the surrounding communities and to recommend courses of action to LAWA, the FAA, or other responsible entities that could reduce noise over affected communities **without shifting noise from one community to another** [bold emphasis added]". The City of Monterey Park continues to be an active member of the Roundtable. Other members of the Roundtable include the FAA, Los Angeles World Airports (LAWA), representatives from congressional offices and recognized community groups. Rosemead Mayor Polly Low, Montebello Council Member Vivian Romero, Council Member Teresa Real Sebastian, and their respective staff serve on the Roundtable. The Roundtable approved Culver City Council Member Jim Clark as representative for his city at the March Roundtable regular meeting. Following is a chronological account of some significant events:

August 26, 2016: A letter received from the FAA responding to Monterey Park's request to revise the minimum altitude for the approach over Monterey Park to be greater than

6,000 feet. The FAA instructs Monterey Park that its requests should go through the Roundtable. The Roundtable can then make recommendations to the FAA.

October 12, 2016: At the Roundtable Meeting, the FAA provided a briefing on the Metroplex Project. The FAA indicated that it developed Required Navigation Performance (RNP) approaches that will help keep aircrafts that use the Extended Downwind Approach (EDA), a flight procedure that is used over Monterey Park, Rosemead, and Montebello, to the west of the 710 freeway. After a procedure is published, aircrafts need to be equipped to fly it, pilots need to be trained to fly it, and the airlines need to select it. The FAA suggested that the Roundtable may want to encourage the airlines to fly it, but noted that even if every aircraft were equipped to fly it, air traffic volume will still cause vectoring. The FAA added that at the present time, the United, Southwest, and Delta Airlines are trained and equipped to fly the RNP approach.

November 9, 2016: At the Roundtable Meeting, SoCal TRACON San Diego, which guides most airports and airplanes in Southern California, commented that the FAA would prefer not to use the EDA as controllers have to handle each aircraft longer; it uses more fuel and creates more air emissions. LAWA suggested that the Roundtable defers taking action until after the Metroplex implementation. Monterey Park requested that this item be heard no later than the second quarter of 2017.

November 10, 2016: Monterey Park hosted a community meeting to provide residents with updates on FAA's Metroplex Project, new flight procedures that would begin November 2016 through April 2017, and their impact on the EDA. The meeting also included discussions regarding airplane noise and low-flying aircrafts.

January 24, 2017: The FAA held a SoCal Metroplex public information workshop session at Monterey Park Langley Senior Center. According to the FAA, the Metroplex Project implements RNP procedures that may reduce EDA over Monterey Park. The North Downwind RNP may partially reduce overflights of Monterey Park thereby decreasing noise levels for the community. However, aircrafts may still fly over Monterey Park when safety requires or an aircraft is not equipped to fly the RNP. The FAA informed staff that this RNP navigation system would be in operation no later than April 2017.

March 29, 2017: The Roundtable sent a letter to the U.S. House subcommittee on Aviation supporting H.R. 598 *Airplane Impacts Mitigation Act of 2017* and requested that the Los Angeles region be included in the study.

May 10, 2017: At the Roundtable meeting, the FAA advised that it is facing limited staffing and funding to manage noise related issues. RNP's will not reach their full effect until all planes are equipped to fly them and a Terminal Sequencing and Spacing (TSAS), which is a tool to manage aircraft spacing, is implemented. Due to funding, staffing, and technical issues, the FAA has delayed full implementation of RNP's. LAWA noted that the RNP, which ought to divert flights to the arrival procedure between the 110 and 710 freeways and to alleviate the EDA, is not in use yet.

July 12, 2017: In response to Monterey Park's request to encourage airlines to fly the RNP, at the Roundtable regular meeting, the Roundtable facilitator presented information demonstrating that almost 100 percent of the airlines at LAX are equipped to fly the RNP approach but LAWA needs the TSAS to implement. The Roundtable facilitator also added that the RNP will concentrate noise over communities, which is inconsistent with the mission of the Roundtable to reduce noise without shifting it to another community. Monterey Park reminded the Roundtable facilitator that the RNP is part of the Metroplex Project that is sponsored by the FAA, not Monterey Park. Monterey Park made a successful motion to send a letter to the FAA to request expediting the TSAS implementation with SoCal TRACON receiving the highest priority.

September 8, 2017: The FAA informed the Roundtable that the target deployment date for TSAS at SoCal TRACON is by mid-2020.

September 12, 2017: Monterey Park City Council sent a letter to the FAA demanding that the Administration take immediate action to curtail, or significantly reduce, the impact of aircrafts flying over the city.

September 20, 2017: In a symbolic action, the Monterey Park City Council unanimously passed Ordinance No. 2142 amending Monterey Park Municipal Code Chapter 9.06 in its entirety to regulate aircraft within the city of Monterey Park. The ordinance sets in part the minimum safe altitude for aircrafts at not less than 6,000 feet above ground level.

September 23, 2017 and October 10, 2017: The Roundtable sent multiple letters to the FAA requesting its corrections of Metroplex deficiencies and violations, and the need for its immediate participation.

November 2, 2017 and November 13, 2017: The FAA stated it is not able to respond to Roundtable correspondence because it is in court-ordered confidential mediations with the cities that filed lawsuits.

November 8, 2017: Monterey Park requested to the Roundtable that the Bylaws in their entirety be placed on the January 2018 agenda for discussion and action.

November 21, 2017: The Roundtable sent protest letter to the FAA detailing FAA's refusal to share information or answer comments and outlining substantive and procedural problems.

December 29, 2017: The Roundtable sent written request for the FAA to attend Roundtable meetings starting January 2018.

January 9, 2018: Announcement that the FAA reached a tentative settlement with the City of Newport Beach. The Los Angeles Times reported that Newport Beach City Manager Dave Kiff stated that the FAA worked with the City to accomplish its goals in reducing airplane noise and that the City of Newport Beach established a new positive relationship with the FAA. The City of Newport Beach indicated that it established a new

positive working relationship with the FAA; meanwhile, the FAA maintains that it is still unable to work with the Roundtable due to the Culver City lawsuit.

January 10, 2018: The Roundtable discussed the possibility of local jurisdictions bringing legal action against the FAA. Roundtable facilitator noted that the FAA Tower representative cannot attend the meeting and possibly future Roundtable meetings as the FAA is currently re-evaluating its participation at Roundtables nationwide.

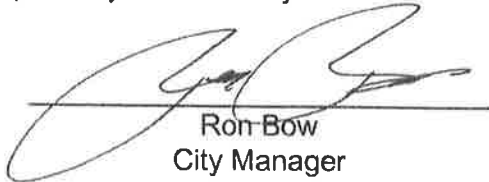
January 17, 2018: A Roundtable letter was sent to the FAA regarding its continued refusal to provide information or participate: *"We have an obligation to tell our constituent members and the public that the FAA's stated reasons for refusing to respond to us constructively do not hold water. We have an obligation to tell them that the FAA seems to us to have been violating its own rules and Federal law (as documented in our prior correspondence). And we have an obligation to tell them that the FAA is playing a bait and switch by telling us all that it insists all concerns and proposals come to it via the LAX RT and then refusing to respond to the RT, refusing to brief the RT, and refusing to work with the RT to find viable solutions. We have been patient as well as persistent. We continued to try to be a bridge to the FAA for our constituent communities. When members of the public and representatives of some municipalities jumped quickly to the conclusion that lawsuits are the only answer, the LAX RT tried to take a different path and explain that alternative processes of cooperation with the FAA were possible and likely to be more productive. We can no longer do that, and **are hereby so advising the public and our constituent members so that they do not mistakenly think that we can get any cooperation or dialogue from the FAA** [bold emphasis added]. This saddens us. It is not good for the public or public service."*

Monterey Park remains engaged and vocal on the airplane noise issue at the Roundtable meetings. We have pursued all reasonable (non-litigation) avenues to resolve the LAX airplane issues that affect our community. Absent litigation, the FAA has openly and repeatedly refused to answer questions from or engage with the public, cities, and Roundtable about FAA's air traffic control issues or provide solutions in reducing airplane noise.

FISCAL IMPACT:

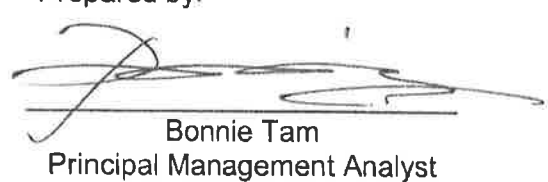
There is no fiscal impact associated with this report.

Respectfully submitted by:



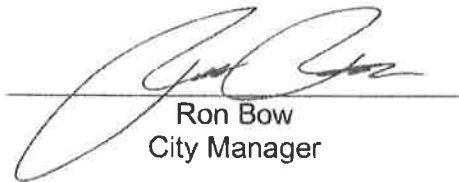
Ron Bow
City Manager

Prepared by:



Bonnie Tam
Principal Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

- Attachment 1: August 26, 2016 Letter from FAA to City of Monterey Park
- Attachment 2: September 8, 2017 Letter from Kristin G. Burnham, Vice President, Program Management Organization, ATO, AJM-0 to LAX/Community Noise Roundtable
- Attachment 3: September 12, 2017 Letter from the City of Monterey Park to FAA
- Attachment 4: November 8, 2017 Letter from the City of Monterey Park to Roundtable Members
- Attachment 5: November 13, 2017 Letter from FAA to LAX Community Noise Roundtable
- Attachment 6: November 21, 2017 Letter to FAA from the Los Angeles International Airport/Community Noise Roundtable
- Attachment 7: December 29, 2017 Letter to FAA from LAX/Community Noise Roundtable
- Attachment 8: January 17, 2018 Letter to FAA from LAX Community Noise Roundtable
- Attachment 9: March 8, 2018 The Washington Post Article re: FAA bungled a \$36 billion project
- Attachment 10: January 18, 2018 Email from the City of Rosemead Mayor Polly Low

ATTACHMENT 1

August 26, 2016 Letter from FAA to City of Monterey Park



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of the Regional Administrator

P.O. Box 92007
Los Angeles, CA 90009-2007

AUG 26 2016

Mrs. Teresa Real Sebastian, Vice Mayor
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754-2896

Dear Mrs. Sebastian:

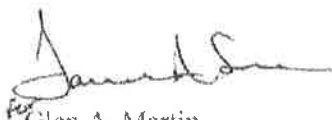
Thank you for your August 12, 2016, letter regarding your request to revise the minimum altitude of the Los Angeles International Airport (LAX) extended downwind approach over Monterey Park to be greater than 6,000 feet. Additionally, you requested an explanation of the dramatic increase in the flights over Monterey Park the last two years and a better understanding as to how the potential Metroplex would be beneficial to our community.

I want to thank you for the information that you provided, and let you know we have received a similar request from the LAX Community Noise Roundtable (the Roundtable). We plan to coordinate our response through the Roundtable, and we will incorporate the data you supplied into our response. The Southern California airspace is very complex, with traffic from several major airports, smaller regional airports, and military activity. All arrival and departure procedures within the airspace are interconnected, interdependent and were designed to improve safety and efficiency within the National Airspace System (NAS). For these reasons, it is important that your requests be addressed through the Roundtable, which is an interactive forum where representatives from various local elected officials address current aircraft noise issues associated with aircraft operations to, and from, LAX. The Roundtable may then make recommended courses of action to LAX, the FAA, or other responsible entities that could reduce noise over affected communities without shifting noise from one community to another.

Additionally, as you are aware, the FAA is currently undergoing an environmental review of the proposed SoCal Metroplex Project. At this time, the environmental review is not complete and no decisions have been made on the proposed project. More information regarding the proposed procedures may be found at http://www.metroplexenvironmental.com/so-cal_metroplex/so-cal_introduction.html

We will coordinate our response once our analysis is complete and inform your representative on the Roundtable when that presentation will be made. If you have any other questions please contact Tamara A. Swann, Deputy Regional Administrator, at (310) 725-3550.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen A. Martin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Glen A. Martin
Regional Administrator

ATTACHMENT 2

September 8, 2017 Letter from Kristin G. Burnham, Vice
President, Program Management Organization, ATO, AJM-0 to
LAX/Community Noise Roundtable

September 8, 2017

Denny Schneider
Chairman
LAX/Community Noise Roundtable
Samuel Greenberg Board Room
Clifton A. Moore Administration Building
1 World Way, Los Angeles, CA 90045

BOARD
LA WORLD AIRPORT
2017 SEP 20 AM 8:49

Re: FAA Response: FAA's Terminal Sequencing and Spacing (TSAS) Tool

Dear Mr. Schneider,

We have received your letter regarding the request to expedite the deployment of the Terminal Sequencing and Spacing (TSAS) tool to the Southern California TRACON facility with the highest priority. We understand your concerns and value your feedback from the Los Angeles International Airport (LAX) Community Noise Roundtable members.

The Federal Aviation Administration's (FAA) Time-Based Flow Management (TBFM) Program Office is the office of primary responsibility for the TSAS tool. LAX is currently on the list of TSAS sites and is listed near the top of the waterfall deployment schedule. On-site technical support and training assistance are included in the waterfall schedule for each facility.

The first three TSAS sites are scheduled for a deployment timeframe from April through October 2019, and supporting activities have already been initiated. The TBFM Program Office is currently targeting the 2nd quarter of FY 2020 timeframe to deploy TSAS at the Southern California TRACON as the fourth site in the waterfall schedule. This will allow time for lessons learned from the previous sites and decrease risks for LAX. Coordination of pre-deployment TSAS activities for LAX will begin at the end of September 2017.

Implementation for TSAS at each facility includes activities to condition the airflow for adjacent en route centers. This holistic approach, although time-consuming, is necessary for LAX TSAS implementation. The early waterfall schedule includes development of the surrounding en route centers to ZLA/LAX, thereby reducing the effort to condition the airflow for LAX.

The FAA believes that modifying the prioritization of TSAS deployment, to the Southern California TRACON would disrupt, and adversely impact, the Agency's TSAS deployment schedule for all of the proposed operational facilities. At this time, the FAA has determined that it is unable to accelerate the deployment of TSAS to the Southern California TRACON.

If I can be of further assistance, please contact me or Chris Brown, Assistant Administrator for Government and Industry Affairs, at 202-267-3277.

Sincerely,



Kristen G. Burnham
Vice President
Program Management Organization, ATO, AJM-0

ATTACHMENT 3

September 12, 2017 Letter from the City of Monterey Park to FAA

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

September 12, 2017

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:

We write to you on behalf of 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.

September 12, 2017
FAA Administrator

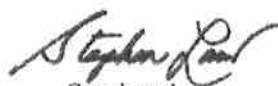
Page 3

We look forward to the FAA's prompt response to the City's demands. Please contact City Manager Ron Bow should you have any questions.

Sincerely,



Teresa Real Sebastian
Mayor



Stephen Lam
Mayor Pro Tem



Peter Chan
Councilmember



Hans Liang
Councilmember



Mitchell Ing
Councilmember

cc: Quiet Skies Caucus c/o Hon. Judy Chu
Authors of HR 598 - Honorable Eleanor Holmes Norton, Honorable Tom Suozzi, Co-Chairs
Authors of HR 598 - Honorable Mike Quigley, Honorable Stephen F. Lynch, Vice Chairs
Deborah Flint, LAX & LAWA Executive Officer
Southern CA Assoc. of Governments, Naresh Amatya, Acting Director of Transportation & Planning

ATTACHMENT 4

November 8, 2017 Letter from the City of Monterey Park to
Roundtable Members

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

November 8, 2017

Dear Fellow Roundtable Members,

Neither Mayor Teresa Real Sebastian nor I will be able to attend the meeting tonight.

Please note in the agenda for tonight's meeting, approximately 25 minutes after the meeting is called to order, the roundtable will address an amendment to the By-Laws strictly pertaining to Article III – Membership, which was requested by a prospective new member. Despite repeated requests from the City of Monterey Park, Article II Mission is not on the agenda for discussion nor action. The By-Laws are our foundation and sets the course of advisory action for the Roundtable. The absence of Article II discussion continues the tradition of ignoring and kicking down the road the real issue with the By-Laws. We all benefit from the air travel whether it is related to personal or business purposes. Yet the Roundtable cities and communities continue to bear the burden of unacceptable levels of noise, pollution and air traffic. The Roundtable must be able to influence change in order to bring some relief to our communities. The City of Monterey Park therefore insists that the By-Laws in their entirety be placed on the agenda for discussion and action at the January 2018 meeting with ample time for meaningful discussion. Otherwise, we will continue to exhaust our fuel as we continue to fly in circles.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ron Bow", is written over a light blue horizontal line.

Ron Bow
City Manager
CITY OF MONTEREY PARK

ATTACHMENT 5

November 13, 2017 Letter from FAA to LAX Community Noise
Roundtable



U.S. Department
of Transportation
**Federal Aviation
Administration**

Mission Support Services
800 Independence Avenue, SW.
Washington, DC 20591

NOV 13 2017

Denny Schneider
Chair, LAX Community Noise Roundtable
Clifton A. Moore Administration Building
1 World Way
Los Angeles, CA 90045

Dear Chairman Schneider:

Thank you for your letter and supporting documents dated October 1, 2017, addressed to Administrator Michael Huerta, detailing concerns about the altitude of aircraft arrivals, and the resulting noise, at Los Angeles International Airport.

As was explained in response to your September 23, 2017 letter, unfortunately, at this time, we are in confidential mediations under the auspices of the United States Court of Appeals for the District of Columbia with regard to the implementation of the Southern California Metroplex Project. The Federal Aviation Administration remains committed to those mediation efforts and we are not able to respond to your letter at this time. However, your concerns will be fully evaluated and responded to after mediation closes.

Thank you for expressing your concerns and interest in this matter.

Sincerely,

Jodi S. McCarthy
Acting Vice President, Mission Support Services
Air Traffic Organization

ATTACHMENT 6

November 21, 2017 Letter to FAA from the Los Angeles
International Airport/Community Noise Roundtable



LOS ANGELES INTERNATIONAL AIRPORT/COMMUNITY NOISE ROUNDTABLE

Samuel Greenberg Board Room
Clifton A. Moore Administration Building
1 World Way, Los Angeles, CA 90045

November 21, 2017

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

Dear Mr. Huerta,

In letters dated September 7 and November 2, 2017, the FAA transmitted to the LAX Community Noise Roundtable (LAX RT) a refusal to share information or answer questions about proposed new/revised Instrument Flight Procedures (IFPs) that were open for legally required "public comment" until September 25 and 26, 2017.

At the November 8, 2017, meeting of the LAX RT, the members voted unanimously to respond with a strong protest.

The FAA's refusal to share information necessary to make informed public comments on proposed IFPs in a legally mandated "public comment" phase is antithetical to the FAA's request that the LAX RT serve as the LAX region's intermediary with the FAA in discussions about the SoCal Metroplex.

The LAX RT is attempting to work with the FAA. But the FAA is refusing to work with us.

The procedural problem goes far beyond making the LAX RT capable of doing what the FAA asks us to do. Indeed, the procedural problem runs afoul of the FAA's own rules for the review and approval of new rules and procedures that require public comment periods, and it also runs afoul of Federal law. We have already pointed this out in our packet of letters dated September 23, 2017.

Furthermore, the grounds on which the FAA has attempted to justify its refusal to share information about the proposed new/revised IFPs are clearly erroneous.

The FAA asserts that it cannot answer questions about these IFPs because that would reveal confidential information from the FAA's court ordered mediation process with Culver City or other parties that have sued over the Metroplex Environmental Assessment completed in 2016. Here is another direct rebuttal:

1. In July 2017, a member of the LAX RT inquired with FAA Regional Administrator Dennis Roberts about proposed new/revised IFPs listed as "under development" on the FAA's publicly accessible IFP Information Gateway. After multiple requests for information about the scope of the changes under consideration went unanswered, the LAX RT member included newly discovered information about the FAA's April 27-30, 2017, interactive briefings to industry that discussed details of the lawsuit settlement negotiations. Subsequently, Ms Thuy Cooper responded in August, telling the LAX RT member that neither the proposed new procedures nor the briefing to industry could be discussed because of confidentiality in court ordered mediation.
2. On August 28, 2017, the IFP Information Gateway updated the status of the proposed new/revised IFPs to "At Flight Check" and listed public comment periods running until September 25 and, in one case of interest to us, September 26. The charts, maps, and data sheets uploaded onto the IFP Gateway now provided the basic information about the scope of the proposed changes that the FAA had claimed was confidential due to court ordered mediation. Either the claim of confidentiality had always been wrong or the FAA was violating confidentiality by posting the charts on the Gateway.
3. In early September the FAA was requested to brief the LAX RT on 5 new/revised IFPs at the upcoming September 13 meeting of the RT. On September 7, Dennis Roberts sent his letter

asserting that he could not provide a briefing or answer any questions because that would lead to breaching court-ordered confidentiality.

4. In his letter of September 7, 2017, Dennis Roberts offered the following description of 3 of the 5 proposed new/revised IFPs that the LAX RT wanted to discuss:

We understand the Roundtable agenda item relates to possible adjustments to the LAX IRNMN, HUULL, and RYDRR arrival routes. The FAA is considering these minor adjustments as part of the post-implementation phase of the SoCal Metroplex Project, which entails reviewing the new procedures to determine whether they perform as expected and meet the project's safety and efficiency goals. Adjustments would be developed and implemented as new procedures, subject to their own independent environmental review and administrative process to the extent required by law.

5. The publicly accessible charts and data sheets posted on the IFP Gateway showed that this characterization of the proposed new/revised IFPs as "minor adjustments" to make procedures "perform as expected and meet the project's safety and efficiency goals" ignored the only significant change in those 3 proposed procedures that would have any impact on the LAX RT region: namely the assignment of a Mandatory Minimum Altitude to terminal waypoints.
6. The data sheets posted on the IFP Gateway expressly stated that Mandatory Minimum Altitudes were being proposed for terminal fixes because it is "REQUIRED PER FAAO 8260.3C PARA 2-2-1f(6)(b)."
7. A quick bit of research showed us that FAAO 8260.3C went into effect on March 14, 2016, more than one year before the SoCal Metroplex IFPs were approved and published on April 27, 2017. Thus the FAA's IFPs in operation had been out of compliance with FAA rules since the design of the IFPs.
8. In IFPs HUULL 2, IRNMN 2, and RYDRR 2, the terminal fix is waypoint GADDO, which is two waypoints to the East of the easternmost border of Culver City, the plaintiff in the principal lawsuit to which Thuy Cooper, Dennis Roberts, and Jodi McCarthy referred in their respective communications. Aircraft fly eastward on this route. Thus any change in required altitude at GADDO alone would have no bearing or relation to the Culver City lawsuit, nor to any other lawsuit pending that concerns the SoCal Metroplex.

We want to fix substantive and procedural problems:

- Substantively:
 - The FAA should promptly establish a 6,000 foot Minimum Altitude at GADDO, as proposed in the new/revised IFPs HUULL 2, IRNMN 2, and RYDRR 2.
 - The FAA must actually observe its own rules for Minimum Altitude at DAHJR (and at GADDO), as we have communicated repeatedly.
 - The FAA should commence an IFP development process to modestly increase the Minimum Altitude at DAHJR by 500-1,000 feet, which is possible while maintaining a 3 degree glideslope.
 - The FAA should commence an IFP development process to create new nighttime flight procedures with enhanced altitude restrictions on the HUULL, IRNMN, and RYDDR flight paths from Santa Monica Bay (BAYST) through Los Angeles (GADDO) to better protect residents from noise during the most sensitive hours of 10PM to 7AM.
- Procedurally:
 - The FAA's refusal to share and discuss public information with us is unacceptable in relation to FAA rules and Federal law.

- The FAA's refusal makes the Roundtable's job impossible. The Roundtable cannot serve as an intermediary with the FAA if the FAA does not offer even minimal cooperation. We need the FAA to choose improvement as its goal.
- Similarly, the Roundtable cannot be an intermediary for LAWA, the City of Los Angeles, and other municipalities in the region if the FAA does not cooperate.
- We need the FAA to respond to the questions we asked about all 5 of the proposed IFP's we addressed in our letters dated September 23: SADDE 8 and BAYST 1, as well as HUULL 2, IRNMN 2, and RYDRR 2.
- We need a strong and positive commitment from the FAA that demonstrates it will cooperate and work with the LAX RT to try to resolve problems in the LAX area related to the SoCal Metroplex. Without a demonstrable commitment to improvement, we cannot in good conscience tell citizens, community groups, and local governments that the LAX RT offers them a viable process for working with the FAA.

We await a positive and productive response from the FAA on these issues so that we can move forward, working together.

Sincerely,



Denny Schneider, Chair

CC:

Senator Diane Feinstein
 Senator Kamala Harris
 Congresswoman Karen Bass
 Congressman Jimmy Gomez
 Congressman Ted Lieu
 Congresswoman Maxine Waters
 Council Prest Herb Wesson, City of LA

Ms. Deborah Flint, Exec. Dir., Los Angeles World Airports
 Mr. Dennis Roberts, Regional Administrator, FAA Western-Pacific Region
 Councilman Marqueece Harris-Dawson, City of Los Angeles

Councilman Mike Bonin, City of Los Angeles

ATTACHMENT 7

December 29, 2017 Letter to FAA from the LAX/Community Noise
Roundtable



December 29, 2017

Mr. Dennis Roberts
Regional Administrator
Federal Aviation Administration
Western-Pacific Region AWP-1
15000 Aviation Blvd.
Lawndale, CA 90261

Re: Invitation to Attend January 10, 2018 and subsequent LAX/Community Noise Roundtable Meetings

Dear Mr. Roberts:

The LAX/Community Noise Roundtable (Roundtable) extends an invitation to FAA representatives to attend the January 10, 2018 and future Roundtable meetings to discuss air traffic control practices, procedure design processes, and LAX aircraft noise issues.

The FAA has asked the Roundtable to function as the group to receive complaints and to then prioritize discussions and suggest resolutions for FAA action. The Roundtable cannot, however, function without the tools necessary to provide relevant, insightful questions and suggestions. A FAA representative from the LAX Air Traffic Control Tower (ATCT) attends most of our meetings, but more extensive process and procedure briefings from the other FAA functional areas such as TRACON and flight path design groups are needed before we address actions related to our specific issues.

Therefore, the Roundtable respectfully requests your assistance in arranging for FAA representatives from the Southern California TRACON, the LAX ATCT, and the Route and Procedure Design Team to attend 2018 Roundtable meetings. Previous requests for attendance have been met with FAA notice that because of mediations being held to resolve several local lawsuits, the FAA cannot attend and discuss specific Southern California Metroplex Project (Metroplex) procedures. Your initial attendance in January can provide general procedural and requirement education. We expect that the mediations should be complete before the March meeting so that you can then address specific topics. Therefore, process and procedure education of the Roundtable can begin in January without addressing specific procedure waypoints and other Metroplex details.

Roundtable members need this more extensive, detailed knowledge of FAA process requirements and activities concerning how aircraft movement between airports is controlled. LAX operations affect not only residents in proximity to LAX but also include those as distant as 40 miles from the airport. LAX is receiving aircraft noise complaints from record numbers of residents affected by LAX operations since Metroplex implementation.

Roundtable Members recognize that air safety is the number one task for FAA air traffic controllers who may vector aircraft off published procedures by assigning different route and/or altitudes when necessary to maintain safe aircraft separation. It would be helpful if Roundtable

Mr. Roberts
Federal Aviation Administration
December 29, 2017
Page 2 of 2

Members gain a better understanding of these situations and the factors controllers consider to initiate vector control. In addition, the Roundtable wishes to explore ways to improve aircraft's adherence to prescribed attitude restrictions, and possibly increase the minimum altitude criteria in the procedures mentioned below.

The Roundtable has formed an Ad Hoc committee to address aircraft noise issues. Your attendance will facilitate hearing the first report from this committee. Regarding LAX aircraft noise, Roundtable Members continue to be interested in RNAV arrival procedures at waypoints HULLL, IRNMN, and RYDRR that were implemented in April 2017 under Metroplex. These procedures appear to have a minimum altitude requirement of 6,000 ft. at waypoint DAHJR and a proposed minimum altitude restriction of 6,000 ft. at waypoint GADDO. Review of flight track data since April 2017 indicates most aircraft are flying below the minimum altitudes at both waypoints.

The upcoming Roundtable meetings are scheduled for January 10, 2018, and March 14, 2018. Meetings start at 7 PM and are held in the Samuel Greenberg Board Room at LAX, 1 World Way, Los Angeles, CA 90045. Please notify the Roundtable of FAA's availability to attend by contacting me or LAWA staff Ms. Kathryn Pantoja at (424) 646-6501 or Mr. Kendrick Okuda at (424) 646-7357 who are assisting with Roundtable meeting coordination. The Roundtable mailing address information is LAX/Community Noise Roundtable, c/o Los Angeles World Airports, 1 World Way, P.O. Box 92216, Los Angeles, CA 90009-2216, Attn: Kathryn Pantoja.

The Roundtable is a voluntary and independent body formed in 2000 with membership of local elected officials and staff, representatives of congressional offices, members of recognized community groups, the airlines, the FAA, and LAWA who work together to seek feasible solutions to reduce noise over those affected communities. The position stated in this letter is the opinion of the majority of the Roundtable Membership and is not the official position of any specific member.

Sincerely,



Denny Schneider, Chairman
LAX/Community Noise Roundtable

cc: Senator Diane Feinstein
Senator Kamala Harris
Congresswoman Karen Bass
Congresswoman Maxine Waters
Congressman Jimmy Gomez
Congressman Ted Lieu
L.A. Council President Herb Wesson
L.A. Councilman Marqueece Harris-Dawson
L.A. Councilman Mike Bonin
L.A. City Attorney Mike Feuer
Deborah Flint, CEO, Los Angeles World Airports
Dennis Roberts, FAA Regional Administrator
Richard Sullivan, FAA Southern California TRACON
Sherry Avery, LAX Air Traffic Control Tower

ATTACHMENT 8

January 17, 2018 Letter to FAA from LAX/Community Noise
Roundtable



One World Way, P.O. Box 92216, Los Angeles, CA 90009

January 17, 2018

Mr. Daniel K. Elwell, Acting Administrator
Federal Aviation Authority
800 Independence Ave. SW
Washington D.C., 20591

Mr. Dennis Roberts, Regional Administrator
FAA Western-Pacific Region
15000 Aviation Blvd.
Lawndale, CA 90261

Dear Mr. Elwell and Mr. Roberts,

At our meeting on January 10, 2018, the LAX Community Noise Roundtable (RT) discussed several disturbing and startling developments that have transpired since our last meeting in November.

In past years, the LAX RT has had a constructive and productive relationship with the FAA. We have tried to tell the public and our constituent cities and counties about the potential for that relationship to help solve problems stemming from Metroplex/NextGen implementation. And we have, until now, maintained that the public and our constituent government entities can best solve problems by working through the LAX RT to engage with the FAA to develop solutions.

But the events of the past year and, especially, the developments since November 2017 make those positions untenable.

Since August 2017, the FAA has openly and repeatedly refused to answer our questions or engage with us about proposed new IFPs that were open to public comment. The FAA also openly and repeatedly refuses to answer questions and engage in a dialogue with us about FAA Air Traffic Control not abiding by FAA mandated Minimum Altitudes in a large majority of North Arrival flights (STAR HUULL, IRNMN, and RYDRR). And the reason the FAA gives – confidential court ordered mediation in a lawsuit with Culver City – does not hold water.

The facts have long contradicted the FAA's claim that it cannot talk to us about anything because of the Culver City lawsuit being in mediation. The new IFPs were obviously unrelated to the lawsuit and mediation. The developments of the last two months include the final approval of the first of these new IFPs, proving once and for all that it was unrelated to the lawsuit and mediation effort. Worse, the developments of the past two months undermine the FAA's insistence that the public and local governments should work to solve problems with the FAA through airport roundtables. Indeed, the developments of the past two months are galling.

Those developments include:

- The LAX RT received FAA Acting Vice President Jodi S. McCarthy's letter of November 13, 2017, in which she refused to respond to our questions and concerns about the substantial majority of flights on North Downwind Arrival procedures (STAR HUULL, IRNMN, RYDRR) that fail to meet FAA required Minimum Altitude at Waypoint DAHJR



One World Way, P.O. Box 92216, Los Angeles, CA 90009
(approximately at Jefferson Blvd & Redondo Blvd in the City of Los Angeles). Ms. McCarthy asserted court ordered confidential mediation with Culver City as the reason why the FAA could not respond.

- We experienced an improvement in flight altitudes at DAHJR in November, which was audible to residents and demonstrated that improvement is possible.
- And then a severe deterioration of flight altitudes at DAHJR in December, in which the percentage of flights under the FAA Minimum Altitude of 6,000 feet rose to 71% and the percentage of flights with very low altitudes below 5,000 hit an unfortunate record high.
- Effective December 7, 2017, the FAA published SADDE 8, with the documents posted on the FAA IFP Information Gateway on December 20, 2017. This is significant because SADDE 8 was one of the proposed new IFPs about which the FAA refused to answer questions or discuss with us, even though it had been open to public comment and thus subject to FAA rules and Federal law requiring the sharing of information with the public to enable informed comment.
- Last, on January 10, 2018, we learned from reporting in the Los Angeles Times that the City of Newport Beach had reached settlement terms in its lawsuit against the FAA.

While the FAA has refused to even talk with us about new IFPs open for public comment and about ways to rectify the high failure rate for altitudes at DAHJR, we see that the City of Newport Beach succeeded through a lawsuit in negotiating a major revamp of a complex SID procedure for departures from John Wayne Airport.

This new curving SID at John Wayne Airport is a much bigger and more complex change than anything we have tried to discuss with the FAA in relation to LAX North Arrivals.

In the Los Angeles Times report on the successful negotiations between the City of Newport Beach and the FAA, this statement by the City Manager, Dave Kiff, caught our attention: "The FAA really did work with us on this, and I think not only were our goals accomplished but we established a new positive relationship with the FAA that I hope will help us going forward."

We wish we could say that the "FAA really [does] work with us," but we cannot.

The FAA's final approval and publication of STAR SADDE 8 demonstrates conclusively that it has nothing to do with mediation in the Culver City lawsuit. The mediation has not (yet) produced a settlement and the lawsuit is still active, yet the FAA designed SADDE 8, opened it to public comment in August/September 2017, and now has approved it. SADDE 8 is definitively unrelated to the mediation with Culver City, yet the FAA has refused to answer our questions about it based on the spurious claim of court ordered confidentiality.

This kind of refusal to provide information to the public during approval processes violates FAA rules and Federal law. Several lawsuits, including the suits filed by Phoenix and Newport Beach, raised similar issues.

The final approval of a new rule or regulation opens a window for timely filing of challenges in court. The LAX RT does not have the capacity to file lawsuits, nor can we offer legal advice to our constituent members or the public.



One World Way, P.O. Box 92216, Los Angeles, CA 90009

But we do have an obligation to tell our constituent members and the public that there is a clear contrast between the FAA's steadfast refusal to enter into dialogue with us and its apparent constructive dialogue with Newport Beach.

We have an obligation to tell our constituent members and the public that the FAA's stated reasons for refusing to respond to us constructively do not hold water. We have an obligation to tell them that the FAA seems to us to have been violating its own rules and Federal law (as documented in our prior correspondence). And we have an obligation to tell them that the FAA is playing a bait and switch by telling us all that it insists all concerns and proposals come to it via the LAX RT and then refusing to respond to the RT, refusing to brief the RT, and refusing to work with the RT to find viable solutions.

We have been patient as well as persistent. We continued to try to be a bridge to the FAA for our constituent communities. When members of the public and representatives of some municipalities jumped quickly to the conclusion that lawsuits are the only answer, the LAX RT tried to take a different path and explain that alternative processes of cooperation with the FAA were possible and likely to be more productive.

We can no longer do that, and are hereby so advising the public and our constituent members so that they do not mistakenly think that we can get any cooperation or dialogue from the FAA

This saddens us. It is not good for the public or public service. We wish it were otherwise, but it cannot be otherwise unless and until the FAA comes to work with us to resolve and correct substantive and procedural problems, like making most flights adhere to FAA prescribed Minimum Altitudes, making modest increases in Minimum Altitudes where possible, and generally engaging with the LAX RT in productive ways as opposed to refusing to share information that the law and FAA rules mandates must or should be shared.

We would prefer a positive and productive response from the FAA on these issues so that we can move forward, working together. Meanwhile, we cannot pretend that there is any process in place for addressing problems related to the implementation of NextGen, and we cannot pretend that this is right.

Yours truly,

Denny Schneider, Chairman

CC	Honorable Diane Feinstein, U.S. Senator	Honorable Mark Ridley-Thomas, LA County BOS 2 nd Dist
	Honorable Kamala Harris, U.S. Senator	Honorable Sheila Kuehl, LA County BOS 3 rd Dist
	Honorable Karen Bass, U.S. Cong. 37 th Dist.	Honorable Janice Hahn, LA County BOS 4 th Dist.
	Honorable Jimmy Gomez, U.S. Cong 34 th Dist	Honorable Kathryn Barger, LA County BOS 5 th Dist.
	Honorable Ted Lieu, U.S. Congr. 37 th Dist	Honorable Herb Wesson, President LA City Council
	Honorable Maxine Waters, U.S. Cong 43 rd Dist	Honorable Mike Bonin, LA City Council 11 th Dist
	Honorable Hilda L. Solis, LA County BOS 1 st Dist	Honorable Marqueece Harris-Dawson, LA City Council 8 th Dist
	Ms. Deborah Flint, Exec Dir, Los Angeles World Airports	

ATTACHMENT 9

March 8, 2018 The Washington Post Article re: FAA bungled a
\$36 billion project

Transportation

Inspector general's report says the FAA has bungled a \$36 billion project

by Ashley Halsey III March 8

The Federal Aviation Administration has mishandled a \$36 billion project to modernize the antiquated aviation management system, according to a harshly critical inspector general's report released Thursday.

It was the fourth inspector general's critique in as many years of a program known as NextGen, on which more than \$7 billion in federal funds has already been spent.

The latest report says the FAA lacks "a clearly established framework for managing the overall oversight of NextGen."

Much of the 50-page report — done for the House Appropriations Committee and prepared by Matthew E. Hampton, assistant inspector general for aviation audits — focuses on specific examples of program mismanagement.

The report said the FAA "has lacked effective management controls" in awarding contracts, sometimes spent money on low-priority projects and allocated an estimated \$370 million for projects that were still awaiting approval.

The FAA denounced the report as "inaccurate and contradictory," rejecting all but two of its six recommendations.

NextGen has long been a cause of consternation and frustration in Congress and with commercial airlines that are expected to invest billions of dollars in their own cash to complete the system.

NextGen is often described as a GPS-based system, but it is a vastly more complex network of interlocking systems that will change cockpit communications, guide airplanes both aloft and on the ground, and allow airlines to fly directly to their destinations rather than turning after reaching each designated way point.

It has six core programs that are a mixing bowl of initialisms: ADS-B; SWIM; Data Comm; NVS; CSS-Wx; and CATM-T.

Together they will allow planes to safely fly closer to one another, save fuel and time, get immediate weather updates, and communicate more effectively with other airplanes and with air traffic controllers.

With projections that there will be 296 million more commercial air travelers by 2037 than there were last year, today's radar-assisted system is considered unsustainable.

But the cost of equipping each plane to handle the new systems has been estimated at \$200,000. Airlines say they need assurance that if they invest, the NextGen program will be delivered on schedule.

That led House Republicans, later with the support of President Trump, to propose that the NextGen program and more than 10,000 FAA workers be spun off into an independent, nonprofit corporation.

Although the proposal twice emerged from the House Committee on Transportation and Infrastructure, it never received attention on the House floor, and committee Chairman Bill Shuster (R-Pa.) announced last week that he had given up the effort.

The inspector general's report made public Thursday acknowledged FAA improvements made during the course of its audit and said past problems may have been the result of "lack of leadership stability."

The agency has been without an administrator since Michael P. Huerta stepped down in January. Trump has mentioned the pilot of his personal Boeing 757 jet — John Dunkin — as "in the mix" of candidates to replace Huerta.

There have been 13 confirmed or acting heads of the FAA since the precursor of NextGen was proposed as the Advanced Automation System in 1983.

Huerta himself had not anticipated becoming FAA administrator. He was brought in to bring order to a NextGen program that was seen as in disarray. When then-administrator Randy Babbitt resigned in 2011 after his Virginia arrest for driving under the influence, Huerta was elevated to the job.

All of the modernization programs were brought together under the brand name NextGen during the George W. Bush administration as a means to help sell Congress on funding them.

But as Congress, fueled by regular critical reports by the inspector general and the Government Accountability Office, became increasingly annoyed by the apparent lack of progress, the NextGen name became a bull's eye on the back of the FAA that an array of individual modernization programs might have avoided.

"FAA does not have today, and has not had since its inception, anything that would approximate a real plan for achieving a lot of the things it has advertised for the NextGen program," said an FAA employee familiar with the program, who asked to remain anonymous to speak candidly. "I think the sentiment out there is that NextGen has been a big dud, and it's hard to disagree with that sentiment if you look at what's actually been produced."

14 Comments

Ashley Halsey reports on national transportation.  Follow @ashleyhalsey3rd

ATTACHMENT 10

January 18, 2018 Email from the City of Rosemead Mayor Polly Low

Re: Letter from the LAX/Community Noise Roundtable

Polly Low <plow@cityofrosemead.org>

Thu 1/18/2018 1:44 PM

To: Real Sebastian, Teresa <TRealSebastian@MontereyPark.ca.gov>;

Cc: Denny Schneider <denny@welivefree.com>; Vivian Romero <vromeromusic@gmail.com>; Bow, Ron <Rbow@MontereyPark.ca.gov>;

I agree with Teresa. It is sad to see that the roundtable is unable to address or even have dialogue with the FAA on any concerns of the constituents.

Polly Low

Mayor

City of Rosemead

On Jan 18, 2018, at 1:14 PM, Real Sebastian, Teresa <TRealSebastian@MontereyPark.ca.gov> wrote:

You may also wish to copy all the councilmembers that represent the cities and the members that sit at the LAX noise Roundtable. This is a regional issue and they need to be apprised of the roadblocks that make us sitting ducks.

Sent from my iPad

On Jan 18, 2018, at 12:55 PM, Real Sebastian, Teresa <TRealSebastian@MontereyPark.ca.gov> wrote:

Thank you. Please copy on your letter congresswoman Judy Chu, who is the representative for Monterey Park and Rosemead.

Sent from my iPad

On Jan 17, 2018, at 7:45 PM, Denny Schneider <denny@welivefree.com> wrote:

Dear Dennis,

Hope all is going well with you. I want you to see this first. The attached letter is going out in the morning.

Our Roundtable members are frustrated with our lack of results so far and voted to have me write and send this letter at our last RT meeting. I know that you care about these noise issues as strongly as I do.

I'm hoping that this letter helps to get you the support that we need to get things done. Our members have been waiting a long time to see relief.

Denny Schneider 310 641-4199 voice 213 675-1817 mobile

(I've blind copied our Roundtable membership)

<Ltr to FAA Ewell frustion 1-17-2018.pdf>



City Council Staff Report

DATE: March 21, 2018

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

TO: Members of the City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Personnel Board Recommendation to the City Council for appointments to the board.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve a recommendation for re-appointment of Ms. Pauline Lemire to the Personnel Board and to appoint Mr. Harvey Chin and Mr. Gustavo Reynoso to the Personnel Board; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The vacant Personnel Board seats were advertised and the City Clerk's office received three applications. Of these, two are from residents interested in serving on the Personnel Board and one is an incumbent resident interested in continuing to serve as a Personnel Board member. Members of the Personnel Board are appointed pursuant to the following Monterey Park Municipal Code ("MPMC") section:

"2.28.050 Personnel Board -- Appointment.

(a) The city council shall appoint the members of the Personnel Board in the following manner: One member from a list of three persons nominated by the personnel of the Monterey Park fire and police departments, one member from a list of three persons nominated by the remaining employees of the city, two members from the community at large, and one member from a list of three persons nominated by a majority of the four previously appointed members. A majority vote of the city council shall be required to appoint a member of the Personnel Board.

(b) Nominations as required in subsection (a) of this section shall be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may proceed to fill the vacancies by appointment from the community at large."

One board (vacant) seat was eligible for nominations from the personnel of the Monterey Park Fire and Police Departments and a second board seat (currently occupied by Ms. Lemire) was eligible to be nominated by the “remaining employees of the city” or the general employees. The Director of Human Resources solicited both the safety and general employee associations and received one nomination of a current city employee (which is not allowed); the Director did not receive any further nominations. Therefore, both seats become “at-large seats.” The third board seat available is an “at large seat” to be selected by the city council directly from applications submitted.

BACKGROUND:

The three seats became vacant on the Personnel Board for the following reasons: The terms expired for two seats (the incumbents continue to serve until such time they are replaced/re-nominated). The third vacancy occurred due to an incumbent’s job moving to the Inland Empire.

After first soliciting the employee associations for nominations, the City Clerk began advertising to the community for interested parties for Personnel Board seats approximately April of 2017. The Personnel Board currently has an incumbent, Ms. Pauline Lemire, who expressed her continued interest in serving on the board. Ms. Lemire was nominated by the employees of the City on October 6, 1992 and served continuously since then (except for a brief nine month break). Ms. Lemire was a former elected City Clerk for the City of Monterey Park and has been on the Personnel Board for approximately twenty-five years. Ms. Lemire has the extensive institutional knowledge, experience and dedication for the position. Her continued association with the Personnel Board would be beneficial.

The City received two applications from residents who are interested in the two vacant Personnel Board seats. Both these individuals are educators: a teacher and the other an administrator in local school districts. Mr. Harvey Chin, in addition to being a teacher in the Alhambra School District, has spent time in building the community and helping with local activities. Mr. Gustavo Reynoso is a school administrator at Garfield High School and has also provided community service learning opportunities to help students in the community. Mr. Harvey Chin and Mr. Gustavo Reynoso both have the knowledge, credentials, experience and dedication for the positions and would be fine additions to the Personnel Board.

Mr. Chin and Mr. Reynoso have met with the Director of Human Resources and have been orientated as to the work, duties and responsibilities of a Personnel Board member. The new nominees were scheduled to attend the last Personnel Board meeting to meet the Personnel Board and observe a meeting. Unfortunately, the February meeting of the Personnel Board was cancelled due to a lack of quorum. Thereafter staff decided to bring these nominees directly to Council for their consideration of appointment.

All three candidates are here tonight and available for any questions or inquiries the Council may have.

Respectfully submitted by:



Thomas J. Cody
Director of Human Resources &
Risk Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Personnel Board Roster
2. Personnel Board Applicant Applications

ATTACHMENT 1

Personnel Board Roster

PERSONNEL BOARD

Seat No. 1	Greg Verbeck, Chair (Personnel Board)		Terms: July 7, 2010 – June 30, 2011 July 1, 2014 – June 30, 2018
Seat No. 2	Yoko Igawa (Sworn)	Sworn declined to nominate. Agreed to serve until replaced. Accepting nominations	Term: May 8, 2013 – May 7, 2017
Seat No. 3	Liane Kwan (Community at Large)		Term: June 22, 2016 – June 21, 2020
Seat No. 4	Pauline Lemire (Miscellaneous Employees)	General employee declined to nominate the current incumbent or submit any other nominations. Requesting re-appointment	Terms: October 6, 1992 – October 5, 1996 October 6, 1996 – October 5, 2000 July 11, 2001 – January 17, 2006 January 18, 2006 – June 3, 2009 June 4, 2009 – June 5, 2013 June 6, 2013- June 5, 2017
Seat No. 5	Vacant (Was Frank Robles who moved away from Monterey Park 7/17) (Community at Large)	Accepting nominations	

Staff Liaison:	Tom Cody, Director of Human Resources & Risk Management Lisa Ung	320 West Newmark Ave. Monterey Park, CA 91754	(626) 307-1345 B (626) 255-4034 C tcody@montereypark.ca.gov lung@montereypark.ca.gov
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Meetings: Second Wednesday, 7:00 pm, City Hall Council Chambers. Four-year terms. Five members.
Chapter 2.28.020 Monterey Park Municipal Code.

ATTACHMENT 2

Personnel Board Applicant Applications



CITY OF MONTEREY PARK

320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1362
www.montereypark.ca.gov

CITY CLERK OFFICE

2017 NOV 30 P 3:19

Application for Civic Service City Commissions/Boards/Committees

CITY OF MONTEREY PARK

The Monterey Park City Council seeks citizens to serve on duly constituted Boards, Commissions, and Committees to assist and advise City Council on specific assigned matters. No citizen may serve on more than one standing Board, Commission, or Committee at one time. Applications will be kept on file for one (1) year from the date received. For certain boards, annual residency verification is required in accordance to MPMC 2.82. This is a public document and is subject to disclosure. Please return completed application and proof of residency (if required) to the City Clerk's office in person, by mail or email at mpclerk@montereypark.ca.gov.

Name Harvey Chin

Commission/Committee or Board on which you want to serve (You may list more than one)

1) Personnel Board



3) _____

2) _____

4) _____

Home Address 234 Electric Ave

City Monterey Park

Zip Code 91754

If resident of the City of Monterey Park, how long? 5 years

E-Mail Address harvchin@gmail.com

Telephone 626-673-6935

Occupation Teacher

Business Name Alhambra Unified School District

Business Address 1515 West Mission Road, Alhambra

Zip Code 91803 Telephone 626-943-3000

Have you ever been convicted of a felony? Yes ☐ No ☒

If so, please state the nature of offense, state and disposition on a separate sheet of paper. Convictions will not necessarily result in automatic disqualification, however, failure to give complete and accurate information may be grounds for rejection and/or removal from office.

Prior Community Involvement/Activities

My time spent in building the community and helping with activities:

Coordinating Talent Shows, Family Festivals and Family Learning Events at school.

Coaching youth basketball teams in JAO and CYC

Teaching Church School at Seeds of Life Church

Co-leading a Seeds of Life basketball ministry fellowship for Men at Barnes Gym.

CITY OF MONTEREY PARK – Application for Civic Service
City Commissions/Boards/Committees

Name Harvey Chin

Provide a brief review of your background, qualifications, education and your interest in serving the City
I believe it is my calling to serve the people of my community. I have been a teacher for the Alhambra Unified School District
for the past 15 years. I graduated with a BA in Child Development from Cal State LA, a CA Teaching Credential
and MA in Education from Pepperdine University, and an Administrative Credential in Educational Leadership
from Point Loma University. I am a husband and a father of two young children. My wife and I chose Monterey
Park as our home to raise our family in community that promotes education, family values, and cultural heritage.

References: List two.

Name M. Janet Chin

Address 100 S. Vincent Ave, Ste. 401, West Covina, CA 91790

Telephone 626-430-2499

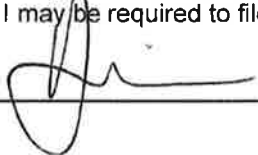
Name Kyle Shimazaki

Address 1640 Rolling Hill Drive, Monterey Park, CA 91754

Telephone 310-714-4669

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in
this application and any accompanying documents is true and correct, with full knowledge that all statements
made in this application are subject to investigation and that any false or dishonest answer to any question
may be grounds for denial or subsequent revocation of commission.

I further acknowledge that information contained in this application is a public record and may be subject to
disclosure and I may be required to file a Statement of Economic Interests Form (Form 700).

Signature 

Date

11-29-17

For office use only

I certified that proof of residency was verified in accordance to MPMC 2.82. I declare under penalty of
perjury that the forgoing is true and correct.

Proof of residency: Name: Harvey Timothy Chin

Government Issued ID ☒

Utility Bill ☐

Voter Registration ☐

Other _____

Signature 

Date

11/30/2017

California State Senate

STATE CAPITOL
ROOM 2080
SACRAMENTO, CA 95814
TEL (916) 651-4022
FAX (916) 651-4922

SENATOR
ED HERNANDEZ, O.D.
TWENTY-SECOND SENATE DISTRICT

100 S. VINCENT AVENUE
SUITE 101
WEST COVINA, CA 91790
TEL (626) 430-2499
FAX (626) 430-2494



November 20, 2017

City of Monterey Park
Attn: Personnel Board Selection Committee
320 West Newmark Avenue
Monterey Park, CA 91754

Dear Honorable Mayor and City Councilmembers:

I am writing in support of Mr. Harvey Chin's appointment to the Personnel Board. For over 40 years, Mr. Chin grew up attending Monterey Park city sponsored events and activities and has participated in many civic volunteering over the years. In 2012, he purchased his first family home in the city of Monterey Park to raise his children and has worked as an educator in the Alhambra Unified School District for over a decade. He is committed to the quality of life in his community and will no doubt be an asset to the personnel board.

Mr. Chin is a very personable individual who has a passion for fairness and respect for procedures. As a teacher on special assignments, he continually managed relationships and has mediated professional disputes in the work place. Whether disputes were peer-to-peer, related to compliance disputes, or administrative issues, Mr. Chin has been known to be a problem solver, possess the ability to mediate, and make recommendations accordingly.

I believe Mr. Chin to be a great candidate for appointment to the city's Personnel Board and takes his commitment to serve the city council and its residents seriously.

I thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Hernandez".

DR. ED HERNANDEZ, O.D.
California State Senator
22nd Senate District



CITY OF MONTEREY PARK

320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1359
www.montereypark.ca.gov

CITY CLERK OFFICE

2017 MAY 18 P 1:03

CITY OF MONTEREY PARK – Application for Civic Service

City Commissions/Boards/Committees

CITY OF MONTEREY PARK

The Monterey Park City Council seeks citizens to serve on duly constituted Boards, Commissions, and Committees to assist and advise City Council on specific assigned matters. No citizen may serve on more than one standing Board, Commission, or Committee at one time. Applications will be kept on file for one (1) year from the date received. For certain boards, annual residency verification is required in accordance to MPMC 2.82. This is a public document and is subject to disclosure. Please type or clearly print this application in full and submit to the City Clerk's Office.

Name PAULINE Y LEMIRE

Commission/Committee or Board on which you want to serve (You may list more than one)

1) PERSONNEL BOARD 3) _____
2) _____ 4) _____

Home Address 1148 CREST HAVEN WAY City MONTEREY PARK

Zip Code 91754 If resident of the City of Monterey Park, how long? 46 YEARS

E-Mail Address PLEMIRE@AOL.COM Telephone 626-281-6514

Occupation RETIRED

Business Name N/A

Business Address N/A

Zip Code N/A Telephone N/A

Have you ever been convicted of a felony? Yes ☐ No ☒

If so, please state the nature of offense, state and disposition on a separate sheet of paper. Convictions will not necessarily result in automatic disqualification, however, failure to give complete and accurate information may be grounds for rejection and/or removal from office.

Prior Community Involvement/Activities

SEE ATT #1

CITY OF MONTEREY PARK – Application for Civic Service
City Commissions/Boards/Committees

Name PAULINE Y LEMIRE

Provide a brief review of your background, qualifications, education and your interest in serving the City

SEE ATT #2

References: List two.

Name MARION SUMIMOTO

Address 1840 SO ORANGE AVE MONTEREY PARK CA 91755

Telephone 626-288-9519

Name THERESA AMADOR

Address 301 DE LA FUENTE MONTEREY PARK CA 91754

Telephone 323-497-9472

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

I further acknowledge that information contained in this application is a public record and may be subject to disclosure and I may be required to file a Statement of Economic Interests Form (Form 700).

Signature Pauline Y Lemire Date 5-18-17

For office use only

I certified that proof of residency was verified in accordance to MPMC 2.82. I declare under penalty of perjury that the forgoing is true and correct.

Proof of residency: Name: PAULINE YVETTE LEMIRE

Government Issued ID ☒

Utility Bill ☐

Voter Registration ☐

Other _____

Signature  Date 5/18/17

PAULINE Y. LEMIRE – Application for City Commission

Attachment #1

Prior Community Involvement/Activities

Elected City Clerk 1982-1987

Worked on absentee ballot canvassing board for at least last 6 elections

Tutor in the Bruggemeyer Library Literacy Program for 13 years (currently a tutor)

Member of the Monterey Park Woman's Club since 1982

Volunteered for 18 years to serve breakfast at Play Day's reception for dignitaries

Volunteered for 15 years at Monterey Park's 4th of July celebration in Barnes Park

Volunteered with MP Fire Department to promote their AED program

Member of Soroptimist International since 1982 (Monterey Park/Rosemead club until 2007,
Alhambra/San Gabriel/San Marino club currently)

Helped organize and conduct candidates' forums prior to 10 City elections

Past president and treasurer of the Historical Society of Monterey Park, docent and conductor of
school tours for 20 years and currently still an active member

Attachment #2

Brief review of background, qualifications, education and interest in City

Elected Monterey Park City Clerk 1982-1987 which gave me experience as the head of a City
Department

Earned AA degree and have attended numerous additional classes and seminars

Member of the National Association of Parliamentarians and a Registered Parliamentarian in this
Association

Served on Monterey Park Personnel Board for a number of years so am familiar with Personnel
Rules

Living in Monterey Park for 46 years and volunteering in many areas has served to pique my
interest in what is occurring in a constantly changing City



CITY OF MONTEREY PARK

320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1362
www.montereypark.ca.gov

CITY CLERK OFFICE

2011 JUL 31 A 8:23

CITY OF MONTEREY PARK

Application for Civic Service City Commissions/Boards/Committees

The Monterey Park City Council seeks citizens to serve on duly constituted Boards, Commissions, and Committees to assist and advise City Council on specific assigned matters. No citizen may serve on more than one standing Board, Commission, or Committee at one time. Applications will be kept on file for one (1) year from the date received. For certain boards, annual residency verification is required in accordance to MPMC 2.82. This is a public document and is subject to disclosure. Please return completed application and proof of residency (if required) to the City Clerk's office in person, by mail or email at mpclerk@montereypark.ca.gov.

Name GUSTAVO REYNOSO

Commission/Committee or Board on which you want to serve (You may list more than one)

- | | |
|---|--|
| 1) Library Board of Trustees ☐ | 3) Traffic Commission ☐ |
| 2) Recreation and Parks Commission ☐ | 4) Personnel Board ☐ |

Home Address 1853 Cliffhill Drive City Monterey Park

Zip Code 91754 If resident of the City of Monterey Park, how long? 17 years

E-Mail Address gus_reynoso@yahoo.com Telephone (323) 712-9496

Occupation Assistant Principal

Business Name Garfield High School (LAUSD)

Business Address 5101 E. 6th Street, Los Angeles, CA

Zip Code 90022 Telephone (323) 981-5500

Have you ever been convicted of a felony? Yes ☐ No ☒

If so, please state the nature of offense, state and disposition on a separate sheet of paper. Convictions will not necessarily result in automatic disqualification, however, failure to give complete and accurate information may be grounds for rejection and/or removal from office.

Prior Community Involvement/Activities

In my capacity as a school administrator I regularly negotiate with community-based organizations to provide our high school students with community/service learning opportunities that will help students meet the 40-hour service learning requirement. I've been a lead teacher who supported local politicians and community-based organizations/non-profits whenever a community-wide activity or celebration was scheduled and required active participation. In the past I have served as member of the Boyle Heights Neighborhood Council.

Name **GUSTAVO REYNOSO**



City Council Staff Report

DATE: March 21, 2018

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

TO: The Honorable Mayor and City Council
FROM: Inez Alvarez, Director of Recreation & Community Services
SUBJECT: Adoption of an urgency Ordinance and first reading of an ordinance reauthorizing the collection of a fee to support Public, Educational, and Governmental ("PEG") channel facilities within the City.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt urgency Ordinance _____, reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City;
2. Waive first reading and introduce Ordinance _____, reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As authorized by State law, the City of Monterey Park ("City") imposes a one percent (1%) public, educational, and governmental access fee ("PEG Fee") on all state-franchised video service providers operating within the City to support PEG channel facilities and activities. The City's existing PEG Fee ordinance does not include any provisions stating it is to expire, but instead is intended to apply to all franchisees operating in the City. Pursuant to state law, however, the City's PEG fee ordinance will expire when the state franchise expires. Time Warner Cable Pacific West LLC dba Charter Communications ("Charter Communications") renewed their state video franchise on January 2, 2018 (in advance of the franchise-expiration date), and has taken the position that this renewal nullifies the City's ordinance.¹ Furthermore, Charter Communications has expressly stated to the City that it will not collect and remit PEG fees unless the City reauthorizes its PEG fee ordinance, requiring immediate action from the City to reauthorize its ordinance to ensure the continued authority to collect the PEG Fee from Charter Communications.

¹ While one could argue that because the Charter Communications state franchise has not technically expired (as it was renewed in advance of the expiration date), the City's ordinance has not expired either. Charter Communications is of the view that the state franchise renewal does not forestall its expiration; therefore, because the franchise was set to expire on January 2, 2018, the City's ordinance has expired.

BACKGROUND:

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act ("DIVCA"), which changed the manner in which video services are regulated by placing local franchising within a state franchising system administered by the California Public Utilities Commission ("CPUC"). DIVCA authorizes cities to adopt an ordinance imposing a fee on state franchise holders to support PEG channel facilities. The City Council established such a fee in 2007 by adopting Ordinance No. 2048 to require state-franchised video service providers to pay the City a PEG fee of one percent (1%) of the video service provider's gross revenues attributable to the City.

DIVCA also provides, however, that an ordinance adopting a PEG fee "shall expire, and may be reauthorized, upon the expiration of the state franchise." (Cal. Pub. Utilities Code § 5870(n).) Charter Communications first received a state video franchise to operate within the City on January 2, 2008; this franchise was set to expire on January 2, 2018. On October 2, 2017, prior to the January 2, 2018 expiration date, Charter Communications submitted its renewal application to the CPUC. This application was approved and became effective on January 2, 2018; Charter Communications' franchise is now set to expire on January 2, 2028.

City staff was just recently made aware of Charter Communications' position regarding the expiration of the state video franchise for video service providers operating within the City. Because the Charter Communications franchise expired before staff could bring this matter before City Council, the City faces a potential lapse in collection of the PEG Fee from Charter Communications until such time as the City Council reauthorizes the fee as required by State law. The proposed ordinances would reauthorize the City's PEG Fee, and therefore preserve funding available to support PEG programming facilities and activities going forward.

Because the City depends upon the PEG Fee for capital costs relating to PEG access channel facilities, which are essential to providing City residents with important civic programming including emergency alerts and community and government news, an Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety. If the City's PEG Fee is not reauthorized immediately, the City may lose funding for its PEG programming facilities. Any loss of funding would jeopardize a trustworthy, reliable and immediate means by which the City communicates with its residents. Any lapse in funding may also lead to confusion among state video franchisees operating within the City regarding the payment of the PEG Fee, leading the City to incur additional costs to recover any overdue fees. The Urgency Ordinance will also enable the City to ensure that it can continue its imposition of the PEG Fee as it relates to Charter Communications without a lapse beyond the number of days that have elapsed since the expiration of the Charter Communications franchise.

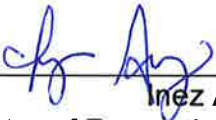
In addition to the Urgency Ordinance, staff recommends that the City waive first reading and introduce Ordinance No. _____, to be read by title only, which relates to the exact

same issue. The adoption of the urgency ordinance and regular ordinance will ensure that the City continues to receive the PEG funding moving forward.

FISCAL IMPACT:

The ordinances will reauthorize a one percent (1%) PEG fee that the City currently imposes on state-franchised video service providers operating within the City. The fees are collected on a quarterly basis into our General Fund account. The City collected \$290,884.51 from Time Warner Cable Pacific West LLC dba Charter Communications and \$42,197.00 from AT&T in PEG fees in FY 2016-17. A five-year history report is attached for Council information. If the City does not reauthorize the PEG Fee, the City will no longer receive further PEG fees from state-franchised video service providers operating within the City and the impact to the General Fund will be an approximately \$342,000 annual reduction.

Respectfully submitted by:



Inez Alvarez
Director of Recreation & Community Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Natalie C. Karpeles
Deputy City Attorney

ATTACHMENT(S):

1. Urgency Ordinance No. XX
2. Ordinance No. XX
3. Five-Year Franchise Fee History Report
4. Correspondence from Charter

ATTACHMENT 1
Urgency Ordinance No. XX

ORDINANCE NO. U-_____

**AN URGENCY ORDINANCE REAUTHORIZING THE
PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE
ON STATE VIDEO FRANCHISEES OPERATING WITHIN
THE CITY OF MONTEREY PARK**

The City Council of the City of Monterey Park does ordain as follows

SECTION 1. *Findings.* The City Council finds and determines as follows:

- A. Section 5870(n) of the California Public Utilities Code ("Section 5870(n)") was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 and authorized the City of Monterey Park ("City") to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities.
- B. In 2007, the City adopted Ordinance No. 2048, establishing a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 3.80.030 of the Monterey Park Municipal Code.
- C. Ordinance No. 2048 has never been repealed and did not include any expiration date, but was intended to apply to and regulate all current and future franchisees, through 2017 and beyond.
- D. Section 5870(n) states that such ordinance shall expire, and may be reauthorized, upon the expiration of the state franchise, and therefore it could be argued that the City's ordinance has lapsed.
- E. Time Warner Cable Pacific West LLC dba Charter Communications operates within the City under a state video franchise that expired on January 2, 2018 and was renewed.
- F. This Ordinance is intended to reauthorize the Public, Education, and governmental fee on the state video franchise operating within the City of Monterey Park.

SECTION 2. The City's PEG Fee imposed in Section 3.80.030 of the Monterey Park Municipal Code (Exhibit A) is reauthorized to the extent required by California Public Utilities Code section 5870(n). All state-franchised video service providers operating within the City, including but not limited to those operating pursuant to the Time Warner Cable Pacific West LLC dba Charter Communications Franchise and the AT&T Franchise, shall continue to be subject to the PEG Fee required by Section 3.80.030 of the Monterey Park Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

SECTION 3. *Automatic Reauthorization.* Commencing from, and after, the effective date of this Ordinance, the City's PEG fee set forth in Section 3.80.030 of the Monterey Park Municipal Code shall continue to apply to any new or existing franchisee operating in the City and shall automatically be reauthorized upon the expiration of any existing or future state video franchise(s) held by any state-franchised video service provider operating within the City. This Ordinance shall so renew until such time that the City Council takes formal affirmative action to cease the renewals.

SECTION 4. *Declaration of Urgency.* The adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety. Currently, the City depends upon the PEG Fee to support PEG access channel facilities, which are essential to providing City residents with important civic programming, including emergency alerts and community and government news. The City was only recently made aware that the Time Warner Cable Pacific West LLC dba Charter Communications Franchise was renewed on October 27, 2017 thus potentially requiring reauthorization of the City's PEG Fee pursuant to Public Utilities Code section 5870(n). Because the expiration date for the Time Warner Cable Pacific West LLC dba Charter Communications Franchise was January 2, 2018 and the City has yet to reauthorized its PEG fee ordinance, the City arguably faces a lapse in PEG funding from the Time Warner Cable Pacific West LLC dba Charter Communications Franchise. Additionally, Time Warner Cable Pacific West LLC dba Charter Communications has expressly stated to the City that it will not collect and remit PEG fees unless the City reauthorizes its PEG ordinance. If the City's PEG Fee is not reauthorized immediately, the City may lose funding for its PEG programming facilities. Any loss of funding would jeopardize a trustworthy, reliable and immediate means by which the City communicates with its residents. Any lapse in funding may also lead to confusion among state video franchisees operating within the City regarding the payment of the PEG Fee, leading the City to incur additional costs to recover any overdue fees.

Therefore, the City Council finds and determines that the immediate preservation of the public peace, health and safety requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937(b) and take effect immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after its second reading, funding for City PEG facilities could lapse, causing residents who rely on PEG channels for emergency broadcasts and news updates to lose a vital source of City information. Based on the foregoing, the City Council declares this Ordinance is necessary for the immediate preservation of the public peace, health and safety.

SECTION 5. *Environmental Review.* Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 6. *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7. *Enforceability.* Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9. The City Clerk, or her duly appointed deputy, 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10. *Effective Date.* This Ordinance will become effective immediately upon adoption pursuant to Government Code § 36937 for the immediate preservation of the public peace, health, safety, and welfare. Pursuant to those statutes this Ordinance is adopted by a four-fifths vote.

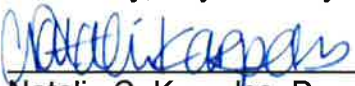
PASSED AND ADOPTED this ____ day of March, 2018.

Stephen Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: 

Natalie C. Karpeles, Deputy City Attorney

ATTACHMENT 2
Ordinance No. XX

ORDINANCE NO. _____

AN ORDINANCE REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON THE STATE VIDEO FRANCHISE OPERATING WITHIN THE CITY OF MONTEREY PARK.

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

SECTION 1. *Findings.* The City Council finds and determines as follows:

- A. In Section 5870(n) of the California Public Utilities Code ("Section 5870(n)") was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 and authorized the City of Monterey Park ("City") to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities.
- B. In 2007, the City adopted Ordinance No. 2048, establishing a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 3.80.030 of the Monterey Park Municipal Code.
- C. Ordinance No. 2048 has never been repealed and did not include any expiration date, but was intended to apply to and regulate all current and future franchisees, through 2017 and beyond.
- D. Section 5870(n) states that such ordinance shall expire, and may be reauthorized, upon the expiration of the state franchise, and therefore it could be argued that the City's ordinance has lapsed.
- E. Time Warner Cable Pacific West LLC dba Charter Communications operates within the City under a state video franchise that expired on January 2, 2018 and was renewed.
- F. This Ordinance is intended to reauthorize the Public, Education, and governmental fee on the state video franchise operating within the City of Monterey Park.

SECTION 2. The City's PEG Fee imposed in Section 3.80.030 of the Monterey Park Municipal Code is reauthorized to the extent required by California Public Utilities Code section 5870(n). All state-franchised video service providers operating within the City, including but not limited to those operating pursuant to the Time Warner Cable Pacific West LLC dba Charter Communications Franchise and the AT&T Franchise, shall continue to be subject to the PEG Fee required by Section 3.80.030 of the Monterey Park Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

SECTION 3. *Automatic Reauthorization.* Commencing from, and after, the effective date of this Ordinance, the City's PEG fee set forth in Section 3.80.030 of the Monterey Park Municipal Code shall continue to apply to any new or existing franchisee operating in the City and shall automatically be reauthorized upon the expiration of any existing or future state video franchise(s) held by any state-franchised video service provider operating within the City. This Ordinance shall so renew until such time that the City Council takes formal affirmative action to cease the renewals.

SECTION 4. *Environmental Review.* Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 5. *Inconsistencies.* Any provision of the Monterey Park Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effectuate the provisions of this Ordinance.

SECTION 6. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7. *Effective Date.* This Ordinance will take effect on the 30th day following its final passage and adoption.

SECTION 8. The City Clerk, or her duly appointed deputy, 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

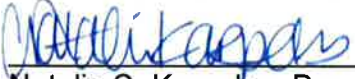
PASSED AND ADOPTED this ____ day of March, 2018.

Stephen Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: 

Natalie C. Karpeles, Deputy City Attorney

ATTACHMENT 3

Five-Year Franchise Fee History Report

**City of Monterey Park
Franchise Fee Recap
0010-701-0010-01600
From 2013/14 To 2017/18**

Year	Charter	AT&T	Total
2013 - 2014	285,384.78	46,422.70	331,807.48
2014 - 2015	285,096.78	63,803.81	348,900.59
2015 - 2016	282,661.35	61,700.77	344,362.12
2016 - 2017	290,884.51	42,197.00	333,081.51
2017 - 2018 Est.	313,000.00	38,000.00	351,000.00

ATTACHMENT 4

Correspondence from Charter

From: [Hidalgo, Peter G](#)
To: [Ishino, Randy](#)
Cc: [CMO; Wong, Diana](#)
Subject: MONTEREY PARK DIVCA PEG FEE
Date: Wednesday, February 28, 2018 2:18:42 PM
Attachments: [image001.png](#)
Importance: High

Dear Randy -

It was nice speaking with you yesterday afternoon.

To reiterate, last fall, we notified the City through our Franchise Fee payment, that the CPUC recently renewed Charter's state-issued franchise covering Monterey Park. Our renewed franchise took effect on January 2, 2018.

To continue receiving a PEG fee from Charter, Monterey Park must reauthorize its DIVCA PEG ordinance in order for Charter to be permitted to continue to collect and remit PEG fees.

We have not received a final signed copy of the reauthorized ordinance.

If we do not receive a reply from the City by the end of this week, which indicates they intend to take urgent action on the DIVCA PEG Fee reauthorization, Charter will no longer be able to remit a PEG fee.

Kindest,

- Peter



Peter Hidalgo | Director, Government Affairs | 213.369.0016

212 S. Indian Hill Boulevard | Claremont, CA 91711

**** Updated email: Peter.Hidalgo@Charter.com**

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