

**CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA**

**REGULAR CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Wednesday
October 18, 2023
6:30 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.

LAND ACKNOWLEDGMENT

We would like to acknowledge that the land we inhabit today was once known as
Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the
Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future,
and honor their labor as original caretakers of this land. We commit to uplifting the
Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring
for this land.

GENERAL INFORMATION

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 <http://www.montereypark.ca.gov/AgendaCenter/City-Council-17>.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>.

PUBLIC PARTICIPATION

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. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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.

CALL TO ORDER	Mayor
FLAG SALUTE	The Monterey Park Police Explores
ROLL CALL	Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

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.

STAFF COMMUNICATIONS:

- Fire Department
- Public Works
- Recreation and Community Services

[1.] PRESENTATION

1-A. SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

1-B. 2023 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) UPDATE

1-C. LATIN RESTAURANT ASSOCIATION AND SOCAL GAS COMPANY – MICROGRANT PRESENTATIONS

1-D. YNEZ ELEMENTARY SCHOOL FOOD PANTRY - CERTIFICATE OF APPRECIATION TO TAMMY SCORCIA, ALHAMBRA USD TEACHER

[2.] OLD BUSINESS – None.

[3.] CONSENT CALENDAR ITEM NOS. 3A-3J

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meetings of August 2, 2023 and August 16, 2023, and the special meetings of August 2, 2023, August 16, 2023 and August 29, 2023; and
- (2) Taking such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT – SEPTEMBER 2023

It is recommended that the City Council consider:

- (1) Receiving and filing the monthly investment report; and
- (2) Taking such additional, related, action that may be desirable.

3-C. PROFESSIONAL SERVICES AGREEMENT FOR INVESTMENT MANAGEMENT/ADVISORY SERVICES BY CHANDLER ASSET MANAGEMENT

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Chandler Asset Management to provide investment management/advisory services for a portion of the City's idle funds in compliance with the City's investment policy, prioritizing safety of principal, liquidity and return; and
- (2) Taking such additional, related, action that may be desirable.

3-D. VoIP TELECOMMUNICATIONS SERVICES AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Intelesys for the City's Voice Over Internet Protocol (VoIP) Telecommunications services; and
- (2) Taking such additional, related, action that may be desirable.

3-E. CONTINUE TO EXTEND THE EXISTENCE OF AN EMPLOYMENT EMERGENCY FOR THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

- (1) Receiving and filing this report;
- (2) Continuing to extend the existence of an employment emergency for the City of Monterey Park and authorizing the Interim City Manager to take all practical action needed to implement the efficient recruitment and retention of person for employment; and
- (3) Taking such additional, related, action that may be desirable.

3-F. PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA CONFIRMING THE 2023 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2024

It is recommended that the City Council consider:

- (1) Receiving and filing the 2023 BID Annual Report with the City Clerk;
- (2) Adopting the Resolution of Intent and setting the Public Hearing for November 15, 2023, for consideration of the 2024 BID assessments; and
- (3) Taking such additional, related, action that may be desirable.

3-G. CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT – FISCAL YEAR 2023-2024

It is recommended that the City Council consider:

- (1) Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety (OTS) in the amount of \$178,000 for the Selective Traffic Enforcement Program (STEP) Grant;
- (2) If adopted, the Resolution would also authorize the Interim City Manager, or designee, to receive and amend the FY 2023-2024 budget to allocate \$178,000 in grant funds; and
- (3) Taking such additional, related, action that may be desirable.

3-H. CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT – FISCAL YEAR 2023-2024

It is recommended that the City Council consider:

- (1) Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety (OTS) in the amount of \$25,000 for the Pedestrian and Bicycle Safety Program Grant;
- (2) If adopted, the Resolution would also authorize the Interim City Manager, or designee, to receive and amend the FY 2023-2024 budget to allocate \$25,000 in grant funds; and
- (3) Taking such additional, related, action that may be desirable.

3-I. RECEIVE AND FILE THE FIRE DEPARTMENT'S 2021-2022 ANNUAL REPORT

It is recommended that the City Council consider:

- (1) Receiving and filing the Fire Department's 2021-2022 Annual Report; and
- (2) Taking such additional, related, action that may be desirable.

3-J. PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to execute a Memorandum of Understanding, in a form approved by the City Attorney, with the Los Angeles County Metropolitan Transportation Authority to receive Proposition A Discretionary Incentive grant program revenue in the amount of \$118,942 for FY 2023-24;
- (2) Appropriating anticipated revenue of \$118,942 to Prop A Fund 238; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS

5-A. RELEASE OF REQUEST FOR QUALIFICATIONS FOR RESIDENTIAL AND COMMERCIAL FRANCHISE AGREEMENTS

It is recommended that the City Council consider:

- (1) Authorizing staff to release a Request for Qualifications for new City-wide residential and commercial solid waste franchise agreements; and
- (2) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURNED



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Maychelle Yee, City Clerk
SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meetings of August 2, 2023 and August 16, 2023 and the special meetings of August 2, 2023, August 16, 2023 and August 29, 2023; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Maychelle Yee".

Maychelle Yee
City Clerk

Prepared by:

A handwritten signature in blue ink, appearing to read "Ruben Antonio Barbosa".

Ruben Antonio Barbosa
Senior Clerk Typist

Approved By:

A handwritten signature in blue ink, appearing to read "Inez Alvarez".

Inez Alvarez
Interim City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 2, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 2, 2023 at 5:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 5:31 p.m.

ROLL CALL:

Mayor Sanchez called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong,
Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: Assistant City Attorney Tim Campen, Interim City Manager Inez Alvarez, Interim Assistant City Manager Diana Garcia, Director of Finance Martha Garcia

VIRTUALLY PRESENT: Director of Human Resources and Risk Management Christine Tomikawa

PUBLIC COMMUNICATIONS: None.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:31 p.m.

1-A. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner (not present) and Christine Tomikawa
Employee: Confidential Employees' Association, Firefighters' Association,
Organizations: Mid-Management Association, Police Captains' Association,
Police Officers' Association, Police Officers' Mid-Management
Association, Professional Chief Officers' Association, and
Service Employees International Union, Local 721

MISSION STATEMENT

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:27 p.m.

Action Taken: No reportable action taken in Closed Session.

Maychelle Yee
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 2, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) 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, August 2, 2023 at 6:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 6:36 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Maychelle Yee called the roll:

Council Members Present: Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Treasurer Amy Lee, Interim City Manager Inez Alvarez, Assistant City Attorney Tim Campen, Interim Assistant City Manager Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Police Chief Scott Weise, Fire Chief Matthew Hallock, Interim City Librarian Kristin Olivarez, Fire Marshall Jessica Estrella, Finance Manager Laura Borjon, Adult Literacy Coordinator Victor Castellanos, Recreation Supervisor Guillermo Chavez, Assistant Deputy City Clerk Helena Cho

VIRTUALLY PRESENT: Director of Human Resources and Risk Management Christina Tomikawa

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

PUBLIC COMMUNICATIONS

- Sarkis Antonion voiced his disapproval of residential development at Orange Avenue and Pepper Street.

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- Larry Sullivan, representing the Historical Society of Monterey Park, talked about the presentation of the movie "Joy Luck Club" on August 12 at the city library. He also passed out the July 2023 Historical Society newsletter.
- Carol Sullivan, on behalf of the Monterey Park Library Foundation, spoke about the Library Gala to be held at Luminarias Restaurant on October 13 to honor the Monterey Park Police and Fire departments.
- Savei Colio, Nurse at Garfield Medical Center and representative of Service Employees International Union 121, talked about the working conditions at Garfield Medical Center. He stated that the nurses gave the hospital a 10 day notice to strike.
- Liunea Gong gave her time to City Clerk Maychelle Yee.
- Kailia Garfield gave her time to City Clerk Maychelle Yee.
- City Clerk Yee expressed her opinion regarding her violations of the City's Code of Conduct policy.

STAFF COMMUNICATIONS

- Library: Adult Literacy Coordinator Castellanos spoke about the summer literacy program that had just ended. He pointed out the success of the program with over 1800 attendees, and over 17,700 hours of reading. Coordinator Castellanos also detailed the upcoming programs offered by the library, such as Literacy for All of Monterey Park, Educator Night, and the Library Foundation Gala.
- Public Works Department: Director of Public Works Shawn Igoe gave an update on the Capital Improvement Program mapping software, which provides the users with an overview of the city and ongoing Public Works projects. He also took brief questions from Council Members regarding mobile access to the software. City Manager Alvarez suggested that a link be added to the GOMPK app.
- Recreation and Community Services: Recreation Supervisor Chavez thanked those who attended the last three recreation events: Movie Night, Christmas in July dance social, and a trip to the Academy of Motion Pictures, which were offered by the Langley Center. He also detailed the cooling centers offered by the Langley Center and the Bruggemeyer Library. Recreation Supervisor Chavez also talked about the upcoming events offered by the Recreation Department, including Hispanic Heritage Month, and Langley Center Line Dance.

1. PRESENTATION

Matters listed under presentation are informational content and for discussion only.

1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATE

City Treasurer Lee presented an update on funds raised so far of \$70,000 and an update on the new Healing Fund website which is linked to the City of Monterey Park's website. She said the site gives access to applications for victim compensation grants and community project grants as well as links to other resources, and that the application deadline has also been extended to August 31.

2. OLD BUSINESS – None.

3. CONSENT CALENDAR ITEM NOS. 3A-3F

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

Action Taken: The City Council approved and adopted Agenda Item Nos. 3B, 3D, and 3F on Consent Calendar, excluding Item Nos. 3A, 3C, and 3E which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-A. WAIVE FURTHER READING AND ADOPT AN ORDINANCE ADDING CHAPTER 21.55 ENTITLED "FIREARM PROTECTION ZONE" TO THE MONTEREY PARK MUNICIPAL CODE

This Ordinance was drafted in accordance with Section 3(A) of City Council Resolution No. 2023-R15, adopted March 1, 2023. That Section directed the City Manager and City Attorney to draft an ordinance substantially similar to that proposed to the Los Angeles County Board of Supervisors on February 7, 2023.

If adopted, this Ordinance would add a new Chapter to the Monterey Park Municipal Code ("MPMC") regulating firearms dealers within the City's jurisdiction.

Specifically, the Ordinance will create a Firearm Health Protection Zone separating firearms dealers from sensitive receptors, such as residences and schools.

This Item was heard after Agenda Item No. 3C.

Discussion: Assistant City Attorney Campen presented a PowerPoint presentation on the Firearm Protection Zone and was available to answer questions.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2234.

Motion: Moved by Mayor Sanchez and seconded by Mayor Pro Tem Wong, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Ordinance No. 2234

AN ORDINANCE ADDING CHAPTER 21.55 ENTITLED "FIREARM PROTECTION ZONE" TO THE MONTEREY PARK MUNICIPAL CODE

3-B. CONSIDERATION AND POSSIBLE ACTION TO ADOPT TWO SEPARATE RESOLUTIONS APPROVING MEMORANDUMS OF UNDERSTANDING BETWEEN (1) THE CITY AND THE MONTEREY POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION AND (2) THE CITY AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION, BOTH FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2025

Representatives of the City of Monterey Park ("City"), the Monterey Park Police Officers' Mid-Management Association ("MPPOMMA"), and the Police Captains' Association ("PCA"), met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2023 to June 30, 2025.

Action Taken: The City Council adopted Resolution No. 2023-R63, approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association ("MPPOMMA") and adopted Resolution No. 2023-R64, approving a Memorandum of Understanding (MOU) between the City of Monterey Park and the Monterey Park Police Captains' Association ("PCA"), on Consent Calendar.

Resolution No. 2023 – R63

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

Resolution No. 2023 – R64

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

3-C. CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) ENGLISH AS A SECOND LANGUAGE (ESL) GRANT FISCAL YEAR 2023/2024

The LAMP Literacy Program was notified of a \$34,976 award from the California Library Literacy Services CLLS. The LAMP Literacy Program will utilize the grant to continue to assist adult learners achieve their literacy goals, improve job prospects and become United States citizens.

This Item was heard after the motion to approve the Consent Calendar items.

Action Taken: The City Council accepted \$34,976 in California Library Literacy Services grant funding for Library English as a Second Language Programming and appropriated the \$34,976 funding into the 2023-24 Fiscal Year budget.

Motion: Moved by Mayor Pro Tem Wong and seconded by Mayor Sanchez, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-D. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

The City of Monterey Park's retirement costs are funded by a special voter-approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Action Taken: The City Council approved and adopted Resolution No. 2023-R65 identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system, on Consent Calendar.

Resolution No. 2023 – R65

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2023-2024 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

3-E. THIRD AMENDMENT TO AGREEMENT 2260-A WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR PARTICIPATION IN ITS REGIONAL FOOD RECOVERY PROGRAM

On October 2021, the City entered into a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) to participate in a Regional Edible Food Recovery Program in order to meet the requirements set by Senate Bill 1383 (SB 1383) to recover 20% of edible food otherwise sent to landfills by 2025. A First Amendment to the Agreement was then executed to provide additional funding for inspection services in a new net amount not to exceed \$110,763. Since November 2021, the City was awarded SB1383 Grant funding from CalRecycle in the amount of \$86,123. As specified in the grant application, grant funds were earmarked to pay for the establishment of sub-regional food recovery hubs and to provide additional education/outreach materials for the Regional Edible Food Recovery program.

The proposed Third Amendment designates that additional SB1383 grant funds will be incorporated into SGVCOG's Edible Food Recovery Program to provide direct support to the sub-regional food recovery hubs, such as the purchase of equipment, and increase compensation by \$28,592, for a new not-to-exceed amount of \$159,911.

Action Taken: The City Council authorized the Interim City Manager to execute a Third Amendment to Agreement No. 2260-A with the San Gabriel Valley Council of Governments, in a form approved by the City Attorney, for the Regional Food Recovery Program for a not-to-exceed amount of \$159,911 and appropriated \$51,332.62 from the SB1383 grant fund to the FY 23-24 budget.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-F. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO ADVANTEC CONSULTING ENGINEERS, INC. FOR THE PREPARATION OF PHASE 1 OF THE CITY OF MONTEREY PARK'S ADAPTIVE TRAFFIC/TRAFFIC RESPONSIVE CONTROL SYSTEMS PROJECT

The City was awarded funding through the Los Angeles County Metropolitan Transportation Authority (LACMTA) Project ID# MR2.3.2.13 and FTIP #LAMIPMR115. The City released a Request for Proposals (RFP) and received four bids for the preparation of Phase 1 of the City of Monterey Park's Adaptive Traffic/Traffic Responsive Control Systems project. Following an extensive selection process, staff selected Advantec Consulting Engineers, Inc. as the most qualified consultant for this work. Staff requests City Council approval to enter into an agreement with Advantec Consulting Engineers, Inc., in an amount not to exceed \$182,778, for the preparation of City of Monterey Park's Adaptive Traffic/Traffic Responsive Control Systems project.

Action Taken: The City Council authorized the Interim City Manager to execute a Professional Services agreement with Advantec Consulting Engineers, Inc., in a form approved by the City Attorney, to prepare Phase 1 of the City of Monterey Park's Adaptive Traffic/Traffic Responsive Control Systems project in an amount not to exceed \$182,778, on Consent Calendar.

4. PUBLIC HEARING

4-A. CONSIDERATION OF COSTS RESULTING FROM ABATING WEED NUISANCES AND AUTHORIZING COLLECTION VIA SPECIAL ASSESSMENT

On March 1, 2023, the City Council determined that weeds, brush, rubbish, refuse and dirt maintained on certain private properties in the City constitute a public nuisance. The Los Angeles County Department of Agriculture Commissioner/Weights and Measures ("County") is contracted to provide weed abatement services to the City. The County compiled its annual list of properties within the City which contain, or have the potential to contain, weeds, brush or other flammable materials sufficient to be considered a fire hazard (the "Weed Abatement Declaration List"). Persons identified as owning property on the Weed Abatement Declaration List were provided sufficient notice to either protest their inclusion thereon, or voluntarily remove the nuisance conditions identified on their property. The deadlines for voluntary compliance or protest have passed, and the County has abated the noncompliant properties on the Weed Abatement Declaration List. The final step in the City's Weed-Abatement process is for the Council to consider approving the County's costs related to abatement and directing that these costs be collected via special assessment.

Public Speakers:

- Los Angeles County Agricultural Commissioner/Weights & Measures Inspector Karina Narvaez was virtually present and available to take questions.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Action Taken: The City Council opened the public hearing at 7:46 p.m., there being no registered speakers for public comment, closed the public hearing at 7:48 p.m. and adopted Resolution No. 2023-R66 approving the Weed Abatement Clearance Charge List and authorized collection of such costs through special assessment.

Resolution No. 2023 – R66

A RESOLUTION CONFIRMING THE ITEMIZED WEED ABATEMENT CHARGE LIST OF WEED ABATEMENT COSTS AND DIRECTING THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO COLLECT THESE COSTS THROUGH PROPERTY TAX BILLINGS

5. NEW BUSINESS

None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Lo spoke about his participation in a virtual town hall on July 20 organized by the Asian American Pacific Islander (AAPI) Victory Fund, an anti-gun violence organization, where he spoke about the efforts in the City to recover from the mass casualty incident. On July 21, Council Member Lo said he joined Representative Judy Chu in announcing legislation funding for red flag laws in other languages. He also talked about his attendance at the Junior Friends event at the Bruggemeyer Library on July 25. Council Member Lo also thanked the City's Net Team for showing him the work the Community Engagement Bureau has been doing. He said he attended the National Night Out event and congratulated the Police Department and the community for their participation, and thanked members of the community who showed interest in participating in the Neighborhood Watch program.

Council Member Yiu spoke about the National Night Out event and highlighted the car chase simulation and expressed her appreciation for the Police Department and their efforts. She also talked about participating in the Nachikatsuura Sister City event. She said she attended a ribbon cutting event in City of Industry in conjunction with the San Gabriel Valley Council of Governments on July 24.

Council Member Ngo talked about Chef Tony Grand Opening event at the Marriot on July 22. He spoke about joining Congresswoman Judy Chu at the event supporting red flag laws on July 21 and the State Assembly Member Mike Fong's roundtable event regarding Senate Bill 1186 concerning cannabis/medicinal marijuana bill that takes effect January 1, 2024. Council Member Ngo said he also attended National Night Out event and the Asian Real Estate Association of America Super Summit.

Mayor Pro Tem Wong spoke about his attendance at the National Night Out event. He said he also attended the Vincent Price Art Museum Gala on July 29 to raise funds for the museum. He spoke about the Junior Friends event at the Bruggemeyer Library and expressed his support for the program. He said he also attended the Chef Tony Grand Opening event and Congresswoman Judy Chu's event in support of red flag laws and language accessibility.

Mayor Sanchez talked about attending many of the same events as the rest of the council, but wanted to highlight the Nachikatsuura Sister City event which he sees as an opportunity to maintain connections with foreign countries and encouraged the creation of delegations to visit our sister cities. He also mentioned his attendance on July 29 for Congresswoman Judy Chu's Leadership Award ceremony in Arcadia, which included an honor for a Educator of the Year Tin Tran who currently teaches at Mark Keppel High School, and coaches the Academic Decathlon Team. Finally, he congratulated the Police Chief and the Police Department for the National Night Out event and read an email he received from a long-time resident of Monterey Park who attended the Night Out event and expressed gratitude for the work done by first responders.

7. FUTURE AGENDA ITEMS

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:04 p.m.

Maychelle Yee
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 16, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 16, 2023 at 5:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 5:31 p.m.

ROLL CALL:

Mayor Sanchez called the roll:

Council Members Present: Vinh Ngo, Jose Sanchez, Yvonne Yiu, Thomas Wong arrived at 5:36 p.m., Henry Lo arrived at 5:37 p.m.

Council Members Absent: None

ALSO PRESENT: City Attorney Karl Berger, Interim City Manager Inez Alvarez, Interim Assistant City Manager Diana Garcia, Director of Finance Martha Garcia, Director of Human Resources and Risk Management Christine Tomikawa

VIRTUALLY PRESENT: None.

PUBLIC COMMUNICATIONS: None.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:37 p.m.

1-A. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner (not present) and Christine Tomikawa
Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

MISSION STATEMENT

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:11 p.m.

Action Taken: No reportable action taken in Closed Session.

Maychelle Yee
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 16, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) 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, August 16, 2023, at 6:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 6:30 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Treasurer Amy Lee, Interim City Manager Inez Alvarez, City Attorney Karl Berger, Interim Assistant City Manager Diana Garcia, Interim City Librarian Kristin Olivarez, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Director of Human Resources and Risk Manager Christine Tomikawa, Police Chief Scott Wiese, Fire Chief Matt Hallock, Senior Planner Beth Chow, Deputy City Clerk Cindy Trang, Program Coordinator Alejandra Espinosa

VIRTUALLY PRESENT: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

MISSION STATEMENT

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

PUBLIC COMMUNICATIONS

- Allison Newman and Joleen Wong, representing the Monterey Park Community Garden Coalition, talked about the importance of having a community garden in the city and invited the residents to an introductory party on September 9 from 12 p.m. to 3 p.m. at George Elder park.

STAFF COMMUNICATIONS

- Police Department: Police Chief Wiese spoke of the loss of Monterey Park Police Officer Gardiel Solorio last year in a robbery in the City of Downey. He introduced the Police Explorers, Matthew Chuang, Michael Chuang, Nathan Villanueva, Anabell Magana, and their Advisors. Chief Wiese commented on the numerous awards the Explorers won in the Southern California Law Enforcement Explorer Competition. Police Chief Wiese mentioned the Neighborhood Watch program, Youth Activities Golf Tournament, Pink Patch Project Car Show, and introduced new additions to his department, Police Officer Amaranta Reyes and Animal Services Officer Laura Rodriguez.
- Recreation and Community Services Department: Program Coordinator Espinosa provided an update on services and events provided by the Langley Center including Heath Screenings, Jewelry Making Class, Line Dance on August 24, and the Karaoke Contest on August 31.

1. PRESENTATION

Matters listed under presentation are informational content and for discussion only.

1-A. RESIDENT NEEDS ASSESSMENT SURVEY RESULTS

Finance Director Garcia and consultant Richard Bernard, a partner at FM3 Research, presented a PowerPoint presentation on the result of the recent community survey.

1-B. ZONING CODE UPDATES, OUTREACH AND ENGAGEMENT – “OUR CITY, OUR PLAN”

Community Development Director Serrano presented a PowerPoint presentation on the initiative involving zoning code updates.

2. OLD BUSINESS

2-A. FIREARMS PLEDGE AND ORDINANCE PROHIBITING FIREARMS ON CITY-OWNED PROPERTY

On March 1, 2023, the City Council adopted Resolution No. 2023-R15 in response to the Mass Casualty Incident (“MCI”) on January 21, 2023 that killed 11 people and critically injured nine others. On July 19, 2023, the City Council adopted Ordinance No. 2233 on an urgency basis that added a new Chapter 21.55 to the Monterey Park Municipal Code (“MPMC”) establishing a Firearm Health Protection Zone regulating firearms dealers.

During the same meeting, the City Council gave direction on several additional items that were identified in Resolution No. 2023-R15. Among other things, the City Council directed that two ordinances be drafted: one requiring that trigger locks or storage devices be used for firearms; the other prohibiting firearms on City-owned property. The former ordinance is a separate agenda item; the latter is part of this agenda item.

Additionally, the City Council gave general policy directions for a myriad of firearms related matters that are reflected in the draft resolution accompanying this staff report.

Environmental Assessment:

This Ordinance was reviewed pursuant to CEQA. Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing these regulations will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.

Action Taken: The City Council (1) received and filed the staff report; (2) adopted Resolution No. 2023-R67 declaring the City Council’s intent to support federal, state, and local gun regulation including adopting various city-wide policies; approving a related voluntary Firearms Pledge for all elected officials; and authorizing the City Manager to implement the City Council’s policies; and (3) introduced and waived first reading of an Ordinance prohibiting the possession of

firearms, with certain exceptions, on City-owned public property as amended to strike out 13.18.040(c) "Persons issued a concealed weapons permit by the Monterey Park Police Chief in accordance with California law." All Elected Officials voluntarily signed the Firearms Pledge and filed them with the City Clerk's office.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Resolution No. 2023-R67:

A RESOLUTION DECLARING THE CITY COUNCIL'S COMMITMENT TO LEND THE CITY'S SUPPORT TO ALL REASONABLE FEDERAL, STATE AND LOCAL LEGISLATION THAT IS INTENDED TO PROTECT PUBLIC HEALTH AND SAFETY WHILE MAINTAINING AN INDIVIDUAL'S CONSTITUTIONAL RIGHTS AS TO OWNING FIREARMS; APPROVING A PLEDGE FOR ALL ELECTED OFFICIALS REFLECTS THIS INTENT; APPROVING STANDARD CONDITIONS OF APPROVAL FOR CERTAIN CONDITIONAL USE PERMITS; AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THIS RESOLUTION

Ordinance, 1st Reading:

AN ORDINANCE ADDING A NEW CHAPTER 13.18 TO THE MONTEREY PARK MUNICIPAL CODE PROHIBITING THE PRESENCE OF FIREARMS ON CITY-OWNED PROPERTY

2-B. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AN ORDINANCE ADDING SECTION 9.58.050 ENTITLED "SAFE STORAGE" TO THE MONTEREY PARK MUNICIPAL CODE

This Ordinance was drafted in accordance with Section 3(B)(8) of City Council Resolution No. 2023-R15, adopted March 1, 2023. That Section directed the City Manager and City Attorney to propose amendments to the Monterey Park Municipal Code ("MPMC") that, to the extent legally feasible, require all firearms in a residence be securely stored in a locked container or disabled with a trigger lock. If adopted, this Ordinance would add a new section to the MPMC requiring that firearms maintained in a residence be locked in a container or disabled with a trigger lock.

Environmental Assessment:

The City reviewed the environmental impacts of this Ordinance under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§

15000, *et seq.*, the “CEQA Guidelines”). This Ordinance is not subject to further review environmental review because: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378). The Ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Action Taken: The City Council introduced and waived first reading of an Ordinance adding § 9.58.050 entitled “Safe Storage” to the Monterey Park Municipal Code.

Motion: Moved by Mayor Sanchez and seconded by Council Member Lo, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Ordinance, 1st Reading:

AN ORDINANCE ADOPTING SAFE FIREARM STORAGE WITHIN THE CITY OF MONTEREY PARK

3. CONSENT CALENDAR ITEMS NOS. 3A-3H

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A, 3B, 3D, 3F, 3G, and 3H on Consent Calendar, excluding Item Nos. 3C and 3E which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof. Mayor Pro Tem Wong declared a potential conflict of interest as his employer, Southern California Edison, is the subject for discussion and did not participate in Item No. 3F

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	Wong - Item No.3F

3-A. MONTHLY INVESTMENT REPORT – JULY 2023

As of June 30, 2023, invested funds for the City of Monterey Park total \$78,417,445.03.

Action Taken: The City Council received and filed the monthly investment report, on Consent Calendar.

3-B. CONTINUE TO EXTEND THE EXISTENCE OF AN EMPLOYMENT EMERGENCY FOR THE CITY OF MONTEREY PARK

Through City Council's establishment of the employment emergency, to date the City has filled 83 full-time vacancies comprised of 35 promotional appointments, 8 part-time to full-time appointments, and 40 appointments. From June 2023 to date, the City has filled a hard to fill Water Production Supervisor, one IT Technician, two Senior Account Clerks, and 15 part-time staff for Recreation and Community Services for summer programs.

There are 26 full-time positions in the recruitment process along with 18 part-time recruitments. Staff recommends extending the employment emergency to allow the City to address these vacancies, which include 6 key positions in the Public Works Department; to address upcoming retirements in the Police and Fire Departments; and to continue working through the Personnel Rules and Regulations revision process.

Action Taken: The City Council received and filed the staff report and continued to extend the existence of an employment emergency for the City of Monterey Park and authorized the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment, on Consent Calendar.

3-C. CONSIDERATION AND DIRECTION REGARDING SB 1186 - MEDICINAL CANNABIS PATIENTS' RIGHT OF ACCESS ACT

At its meeting on August 2nd, the City Council posed questions regarding SB 1186 (2022 Wiener) which is attached for reference. In sum, SB 1186 prevents cities from prohibiting medicinal cannabis deliveries; it further requires cities to allow

cannabis delivery facilities to be located within the local jurisdiction. SB 1186 does, however, allow the City to reasonably regulate the retail sale by delivery of medicinal cannabis including, without limitation: (1) zoning requirements that are consistent with California law; (2) security or public health and safety requirements; (3) licensing requirements; (4) tax collection; and (5) regulations consistent with requirements or restrictions imposed by California law. These restrictions take effect January 1, 2024.

Action Taken: By Consensus, the City Council received and filed the staff report; and directed the Interim City Manager and City Attorney to draft proposed regulations for medical cannabis delivery facilities in accordance with SB 1186 and bring back to the City Council for consideration.

3-D. STATE HOMELAND SECURITY PROGRAM – AWARD OF CONTRACT TO NAPPI FABRICATIONS, FOR THE PURCHASE OF A CUSTOMIZED TRAILER

The County of Los Angeles is a Subgrantee of the State Homeland Security Program (SHSP) that is provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter into a subrecipient agreement with the City of Monterey Park. A portion (\$112,000) of the grant funds awarded to the City of Monterey Park for the 2021 SHSP grant year is earmarked for a customized trailer, Base of Operations.

In accordance with MPMC Chapter 3.20, staff completed a bidding process to identify a qualified vendor. The Request for Bids was advertised on the city's website as well as disseminated to potential vendors. One bid was received, Nappi Fabrications. Nappi Fabrications has extensive experience in the field. Most notably, the vendor customized a trailer for the City of San Marino's Police Department, as well as the Southern California Gas Company.

Staff recommends the City Council authorize the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Nappi Fabrications for an amount not to exceed \$172,640.77. The trailer will be used by Monterey Park's Fire Department, Urban Search and Rescue crew during large-scale disasters, such as, but not limited to earthquakes, floods, and or search and rescue operations. The equipment will benefit both the residents of Monterey Park as well as Regional Task Force Four (4), which encompasses Glendale, Arcadia, Pasadena, Monrovia, San Gabriel and Alhambra.

Action Taken: The City Council authorized the Interim City Manager to execute an agreement with Nappi Fabrications, in a form approved by the City Attorney, to purchase a customized trailer, for the amount of \$172,640.77, on Consent Calendar.

3-E. CITY PARKS PLAYGROUND REPLACEMENT PROJECT – AWARD OF CONTRACT

Per Resolution No. 2022-R52, the Public Works Director solicited bids for the City Parks Playground Replacement Project, Capital Improvement Project Nos. 95018, 95019, 95020, 95021, 95022, and 95024. The public bid opening for this project was held on July 27, 2023. One bid was received from R.E. Schultz Construction, Inc.

Staff recommends that the City Council authorize the Interim City Manager to execute a Public Works contract with R.E. Schultz Construction, Inc for the City Parks Playground Replacement Project in the amount of \$986,149 plus \$60,000 contingency. Additionally, staff recommends the City Council approve an additional appropriation of \$286,700 from Development Impact Fund – 231 to execute the proposed contract.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The Project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The Project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

Action Taken: The City Council (1) authorized the Interim City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc. in the amount of \$986,149 for City Parks Replacement Project, Specification No. 2023-07; (2) authorized the Director of Public Works to approve change orders and contingency up to \$25,000 and the Interim City Manager up to \$60,000; and (3) authorized the appropriation of an additional \$286,700 from Development Impact Fund – 231 for this project.

Motion: Moved by Council Member Ngo and seconded by Mayor Sanchez, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-F. SOUTHERN CALIFORNIA EDISON 5-YEAR REVOCABLE SECONDARY LAND USE LICENSE FOR EDISON TRAILS PARK

Edison Trails Park is owned by SCE and licensed to the City of Monterey Park for the purposes of providing a public park.

A new 5-year Revocable Secondary Land Use License is needed to allow the City to continue to provide a park for public recreation purposes. Staff is recommending approval of the License in the amount of \$12,805.05.

CEQA (California Environmental Quality Act):

The proposed project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) (Existing Facilities). The Lease Agreement will not result in any change in operation or use of the existing park.

Action Taken: Mayor Pro Tem Wong declared a potential conflict of interest as his employer, Southern California Edison, is the subject for discussion and did not participate in this item. The City Council authorized the Interim City Manager to execute a 5-year Revocable Secondary Land Use License, in a form approved by the City Attorney, with Southern California Edison (SCE) for the City's use of Edison Trails for park and public recreation purposes in the amount of \$12,805.05, on Consent Calendar.

3-G. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE STATUS OF EMERGENCY REPAIRS OF THE MONTEREY PASS ROAD WATER LINE

On August 17, 2022, City Council adopted Resolution No. 2022-R69 authorizing the City Manager to take necessary measures for emergency repair of a water main line on Monterey Pass Road. Recurring water main leaks in several areas within Monterey Pass Road between the intersections of Vagabond Drive and Brightwood Street resulted in extensive infrastructure damage to the roadway and necessary water main pipe repairs to ensure continued water service to residences and businesses in the area.

The design phase was completed in December 2022 followed by research of available material and cost during the months of December and January to ensure the project could be expedited due to the significant material delivery delays. Construction started in March 2023 and is scheduled to be complete by December 2023.

Action Taken: The City Council received and filed the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line, on Consent Calendar.

3-H. CURED-IN-PLACE PIPE (CIPP) LINING AT VARIOUS LOCATIONS – AWARD OF CONTRACT

Per Resolution 2022-R52, the Public Works Director solicited bids for Capital Improvement Project No. 99014 - rehabilitation of approximately 19,550 linear feet of 8-inch sanitary sewer main. The bid opening was held on July 27, 2023.

Staff completed review of bids and recommends that the contract be awarded to Southwest Pipeline Trenchless Corp., the lowest responsible bidder, in the amount of \$633,010.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use.

Action Taken: The City Council authorized the Interim City Manager to execute a public works contract, in a form approved by the City Attorney, with Southwest Pipeline Trenchless Corp., in the amount of \$823,699 for the CIPP Lining at Various Locations, Specification No. 2023-005, on Consent Calendar.

4. PUBLIC HEARING

4-A. A CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONING CODE AMENDMENT NO. 22-01 ("ZCA-22-01"), AN ORDINANCE ADDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.19, ENTITLED "INCLUSIONARY HOUSING" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT.

The Planning Commission, at its April 25, 2023 meeting, reviewed the Inclusionary Housing Ordinance ("IHO"), and recommended City Council approval, with a minor change. The Commission recommended that a change be made to the IHO so that in cases where the number of required affordable units results in a fractional unit, the number would be rounded up to the next whole number for units to be provided on-site or the in-lieu fees be paid.

On June 7, 2023, the City Council reviewed the IHO and by a unanimous vote, continued the adoption of the IHO to August 16, 2023 for staff to further research. Thereafter, on June 21, 2023, the City Council by a unanimous vote continued the adoption of fees related to IHO to August 16, 2023. The staff report (without attachments) from the June 7, 2023 City Council meeting is contained in Attachment 2 of the staff report.

Staff amended the IHO related to rounding of fractional units for the calculation of inclusionary housing units or in-lieu fees as shown in Attachment 1 of the staff report.

Major findings from staff's research and analysis include:

1. City would likely not be at a competitive disadvantage if an IHO is adopted, but a feasibility study can better evaluate the City's market trends to ensure that the IHO does not deter housing production and that the correct in-lieu fee is established;

2. Funds from developer-paid-in-lieu fees may be used for a variety of uses to help leverage affordable housing, as determined by City Council;
3. Comparable community benefits may include facilities, improvements and programs which enhance quality of life for City residents;
4. In addition to the Density Bonus regulations, incentives, such as fee waivers, may be offered to encourage construction of lower income housing units;
5. IHO contains affordability requirements which may be best monitored through a housing consultant; and
6. Periodic review of IHO is recommended at 3-5 year intervals.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq.*; “CEQA”) and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq.*; the “CEQA Guidelines”), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a “project” as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378). The notice of exemption prepared for this project is contained in Attachment 4 of the staff report.

Public Comment:

- Ziyu Chen, representing ACEM LLC Real Estate Development Company, spoke in opposition of the Inclusionary Housing Ordinance, citing an increase of 80% in construction costs since pre-Covid making it very difficult for development under the current construction costs. He cautioned the Council to think of the tradeoff and balance and suggested making certain incentives to encourage developers to build affordable housing units.

Discussion: Director of Community Development Serrano presented a power point presentation on the proposed inclusionary housing ordinance.

Action Taken: The City Council opened a public hearing at 8:24 p.m. and took testimonial and documentary evidence; and after closing the public hearing at 9:17 p.m. and considered the evidence submitted during that public hearing to introduce and waive first reading of an Ordinance adding Chapter 21.19 (“Inclusionary Housing”) to the Monterey Park Municipal Code (“MPMC”) to implement the Monterey Park Housing Element; and directed staff to pursue a financial/economic feasible study to be brought back for Council’s consideration.

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

Ayes:	Council Members:	Lo, Wong, Yiu, Ngo, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

4-B. A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION ESTABLISHING CITY-WIDE FEES RELATED TO THE INCLUSIONARY HOUSING ORDINANCE

Staff recommends that this item be continued to the September 6, 2023 City Council meeting.

Action Taken: The City Council continued the public hearing to the September 6, 2023 City Council meeting.

Motion: Moved by Mayor Pro Tem Wong and seconded by Mayor Sanchez, motion carried by the following vote:

Ayes:	Council Members:	Lo, Wong, Yiu, Ngo, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

5. NEW BUSINESS

None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DENOUNCING ANTISEMITISM

Action Taken: The City Council adopted Resolution No. 2023-R68 of the City Council of the City of Monterey Park, California, denouncing antisemitism.

Motion: Moved by Mayor Sanchez and seconded by Council Member Lo, motion carried by the following vote:

Ayes:	Council Members:	Lo, Wong, Yiu, Ngo, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Resolution No. 2023-R68:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DENOUNCING ANTISEMITISM

COUNCIL COMMUNICATIONS

Council Member Lo announced that he and Council Member Ngo attended Assemblymember Mike Fong's Educator of the Year event on August 10 and thanked the Assemblymember for recognizing 3 of the educators from the Garvey School District. He said he attended Lai Lai Dance Studio event along with other elected officials on August 12 in memory of one of the victims, My Nhan, and on August 15, attended the tree dedication in memory of former Council Member Fred Sornoso at Belle Vista Elementary School.

Council Member Yiu said she attended the Alhambra School District Meeting Swearing in Ceremony on August 8 and congratulated the first ever Student Council Board Member, Justin Wong. She said she attended the Sing Tao Newspapers 85th Anniversary Celebration on August 12 and watched the Barbie movie.

Council Member Ngo talked about his attendance at the City's and Rosemead's National Night Out events, the Fujian General Chamber of Commerce Inaugural celebration on August 5, Assemblymember Mike Fong's Educator of the Year event on August 10, and the Maryvale's Steton House's One Year Anniversary Celebration on August 15.

Mayor Pro Tem Wong said he attended the League of California Cities Leadership Dinner on August 3, the screening of the Joy Luck Club movie at the Library on August 12, and the tree dedication in memory of former Council Member Fred Sornoso on August 15. He expressed condolences, on behalf of the City Council, to the families impacted by the Hawaii fire incident.

Mayor Sanchez mentioned he attended many of the events including the Pancake Breakfast and Food Distribution event at Church of LA, the Alhambra School District Meeting Swearing In Ceremony on August 8 with Council Member Yiu, the Health Seminar at Langley Center on August 10, the tree memorial honoring Council Member Fred Sornoso, and the Maryvale's Steton House's One Year Anniversary Celebration. He expressed well wishes for all the students returning to school.

7. FUTURE AGENDA ITEMS

Mayor Pro Tem Wong directed staff to look into ways to encourage development and utilization of vacant lots.

8. **CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)**
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:36 p.m.

Maychelle Yee
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 29, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, August 29, 2023 at 5:00 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 5:09 p.m.

ROLL CALL:

Mayor Sanchez called the roll:

Council Members Present: Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu,
Henry Lo arrived at 5:20 p.m.

Council Members Absent: None

ALSO PRESENT: Interim City Manager Inez Alvarez, City Attorney Karl Berger, Interim Assistant City Manager Diana Garcia, Director of Finance Martha Garcia, Director of Human Resources and Risk Management Christine Tomikawa

VIRTUALLY PRESENT: None.

PUBLIC COMMUNICATIONS: None.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:09 p.m.

1-A. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner (not present) and Christine Tomikawa
Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

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

**1-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT
CODE § 54956.8: 1 item**

Property: 3500 W. Ramona Blvd. and 3700 W. Ramona Blvd.; AIN 5237-001-902

City Negotiators: Inez Alvarez, Interim City Manager
Karl H. Berger, City Attorney
Diana Garcia, Interim Assistant City Manager
Martha Garcia, Director of Finance

Negotiating Parties: John Tallichet, President (Specialty Restaurants Corporation)

Under Negotiation: Lease

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 5:58 p.m.

Action Taken: No reportable action taken in Closed Session.

Maychelle Yee
City Clerk



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – September 2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the monthly investment report; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of September 30, 2023, invested funds for the City of Monterey Park total \$61,769,229.10.

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 and 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:

A handwritten signature in blue ink, appearing to be "Amy Lee", written over a horizontal line.

Amy Lee
City Treasurer

Prepared by:

A handwritten signature in blue ink, appearing to be "Martha Garcia", written over a horizontal line.

Martha Garcia
Finance Director

Approved by:

A handwritten signature in blue ink, appearing to be "Inez Alvarez", written over a horizontal line.

Inez Alvarez
Interim City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
SEPTEMBER 30, 2023**

INVESTMENTS PORTFOLIO PROFILE:
TOTAL BALANCE AT 09/30/2023

\$ 61,769,229.10

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)	ON DEMAND	3.780%	<u>\$ 44,163,752.56</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	3.150%	<u>\$ 9,760,476.54</u>

(3) <u>CERTIFICATES OF DEPOSIT</u>	Purchase Date	Maturity Date	Interest Rate	
1 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
2 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
3 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
4 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
5 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
6 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
7 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
8 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
9 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
10 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
11 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
12 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
13 ALLY BANK	03/31/22	03/28/24	1.95%	245,000
14 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
15 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
16 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
17 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
18 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
19 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
20 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
21 GREENWOOD MUNICIPAL FED CREDIT UNIK	01/27/23	01/27/25	4.80%	245,000
22 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
23 WORKERS	01/27/23	01/27/25	4.70%	245,000
24 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
25 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
26 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
27 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
28 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
29 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
30 GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
31 WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
32 PREFERRED BANK	09/03/23	09/03/24	4.16%	100,000
33 PREFERRED BANK	09/08/23	09/08/24	4.16%	150,000
<i>Total CDs (33)</i>			3.254%	<u>\$ 7,845,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾	\$5,700,397.14
AVERAGE MATURITY DAYS	58
AVERAGE INTEREST RATE FOR THE MONTH	3.503%

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.

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

(1) Bank balance is maintained to cover outstanding warrants, payroll checks and on-going operating costs.

**POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF AUGUST 31, 2023**

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 08/31/23		
At Cost	\$ 49,104,681,693	\$ 306,589,400
At Market	\$ 46,370,000,470	\$ 281,527,203
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	5.50%	0.00%
United States Government and Agency Obligations	72.45%	85.63%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	21.97%	0.00%
Municipal Obligations	0.06%	0.81%
Corporate and Deposit Notes	0.02%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	13.56%
1-60 days	36.58%	0.00%
61 days-1 year	19.69%	28.28%
Over 1 year	43.73%	71.72%
Weighted Average Days to Maturity	815	



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Professional Services Agreement for Investment Management/Advisory Services by Chandler Asset Management

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Chandler Asset Management to provide investment management/advisory services for a portion of the City's idle funds in compliance with the City's investment policy, prioritizing safety of principal, liquidity and return; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Staff recommends that the City begin investing with Chandler Asset Management. The goal of external management is to maximize the return on investments within the portfolio, while minimizing risk of principal and prioritizing safety of principal and liquidity. Professional investment management of public funds is a best practice which provides substantial benefits to the City of Monterey Park. These benefits include day-to-day monitoring of investments within the portfolio, including daily analysis of available market yields; re-balancing of the portfolio's duration (average maturity) to take advantage of higher interest when available, daily credit monitoring of investment instruments, security selection and competitive shopping of investments to obtain the best execution of trades. Performance measurement against selected benchmarks and compliance will be monitored daily with the City's investment policy and Government Code and reported to the City as part of its monthly reporting package.

BACKGROUND:

Prior Actions:

On September 15, 2021, City Council directed the Treasury Committee to analyze external investment management services. Accordingly, the City's Treasury committee requested presentations of external investment management services from three fee-based providers: Public Financial Management (PFM), Public Trust Advisors (PTA), and Chandler Asset Management. The presentations included:

- Historical performance for firm's investment strategies.
- Benefits and hurdles of pooled investments.
- List of other municipalities served by the firm.
- 10-year growth of initial investment over Local Agency Investment Fund (LAIF) net of the proposed fee.
- Observations and recommendations on the City's Investment Policy for consideration.
- Options for a comprehensive reporting package for the City, including monthly reports, quarterly reports and meetings, annual GASB reports and secure online portal access.

The minimum qualifications for consideration of investment advisors for investment management services included:

- Currently managing at least \$10 billion of domestic fixed income assets for public entities.
- An assigned portfolio manager and a relationship manager who each have a minimum of ten years of experience providing investment advice to California public entities.
- Familiarity with all applicable California Government Codes regarding qualified investments for public entities.
- Registration with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.
- Financially solvent and appropriately capitalized to be able to provide service for the duration of the contract.
- Errors and Omissions insurance coverage of at least \$10 million.
- Fidelity bond coverage of at least \$10 million.
- Adherence to the Code of Professional and Ethical Standards as described by the Chartered Financial Analyst Institute (CFA Institute).

The Treasury Committee carefully reviewed the three providers and their qualifications, using the following evaluation criteria:

- Responsiveness and understanding of the scope of the project
- Firm experience, approach and long-term performance
- Assigned personnel experience
- Client References and overall client satisfaction
- Investment returns for Chandler's composites
- Cash flow analysis and modeling

After careful review the Treasury Committee selected Chandler Asset Management to provide external investment management services for the City. The most significant factors considered in recommending Chandler were:

- The company provided the most similar and neighboring clients as references. Chandler manages over \$33.3 billion in assets under management including over \$11 billion for 76 California cities.
- They demonstrated significant understanding of the City's Investment Policy, portfolio requirements and objectives, including observations of the investment policy and analysis of the portfolio suggesting optimization of idle funds and improvements, such as diversification from pools for future consideration.
- Chandler provided outstanding references, including testimonials of being service oriented, providing assistance beyond contracted services, validated performance beyond the benchmark while maintaining a lower risk than the benchmark.
- Superior reporting as well as education and training which will save the City's Staff time and provide continuity of care of the investment program through staff changes and various market cycles.
- A high allocation to US Treasuries, which have the full backing of the US Government, and Federal Agencies, which are issued by government-sponsored enterprises (GSEs) and have the implied backing of the US Government in each of the two strategy examples most frequently utilized by Chandler clients. Chandler has a robust credit process to analyze the safety of all non-governmental holdings within the portfolios.
- Complete Cash Flow Analysis to assist the City in identifying near and long-term investment goals.

On November 17, 2021, staff brought to City Council a request to award Chandler Asset Management a contract to provide investment management/advisory services. It was determined that investing at a time when interest rates were extremely low was not a prudent move by the City. Therefore, investing with an external investment company was put on hold.

Current Discussion:

Given that interest rates are now at an all-time high, the timing for diversifying and investing with an external investment company is opportune. On August 26, 2023, Chandler's analysis of the City's existing portfolio was reintroduced to the Treasury Committee consisting of City's Interim City Manager, Inez Alvarez; Interim Assistant City Manager, Diana Garcia; City Treasurer, Amy Lee; City's Financial Advisor Michael Busch; and Finance Director, Martha Garcia. The evaluation criteria remained the same as previously mentioned in this report.

On September 6, 2023, the City Treasurer and City staff returned to City Council to recommend awarding a contract to Chandler Asset Management to provide investment management/advisory services. City Council directed staff to return to Council in October for further discussion.

With the award of the contract, the Finance Department and Chandler will work on developing every aspect of an investment program and selected investment strategy to include Chandler's Limited Maturity (1-3 Year) investment strategy and Chandler's Short-Term Bond (1-5 Year) investment strategy, including analysis of risk and return, investment policy development and review, and cash flow analysis and forecasting. Chandler will implement investment strategies that meet the City's investment policy requirements. Chandler will conduct education and training for staff enrichment, provide monthly reporting, hold quarterly meetings to discuss investment results, and be available to present to the City's staff, Treasury Committee and City Council.

Analysis and Additional Data:

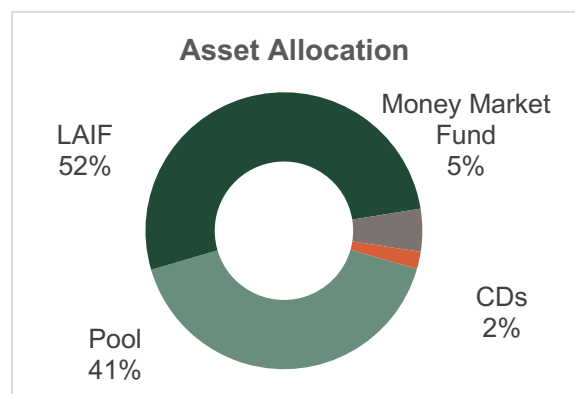
The City historically invested the majority of its funds in Local Government Investment Pools (LGIPs). The two pools currently utilized by the City are LAIF and the Los Angeles County Investment Pool (LACIP). Both pools offer local agencies the opportunity to participate in institutional investment vehicles which utilize a professional staff and furnish standard reports. Investment returns in shorter-duration investment pools were impacted significantly by the lower interest rate environment brought on by the COVID-19 pandemic, resulting in lower returns and loss of income to the City.

With rates substantially higher today, the City has the opportunity to optimize interest earnings by segmenting its current investment structure and outsourcing a portion of idle funds, which are those funds typically not needed for 12-18 months to Chandler for external management. The City can select an investment strategy with a slightly longer duration which reflects the City's investment goals, risk constraints and longer-term objectives.

**City of Monterey Park Portfolio as of
June 30, 2023**

Total Market Value:	\$87,989,101
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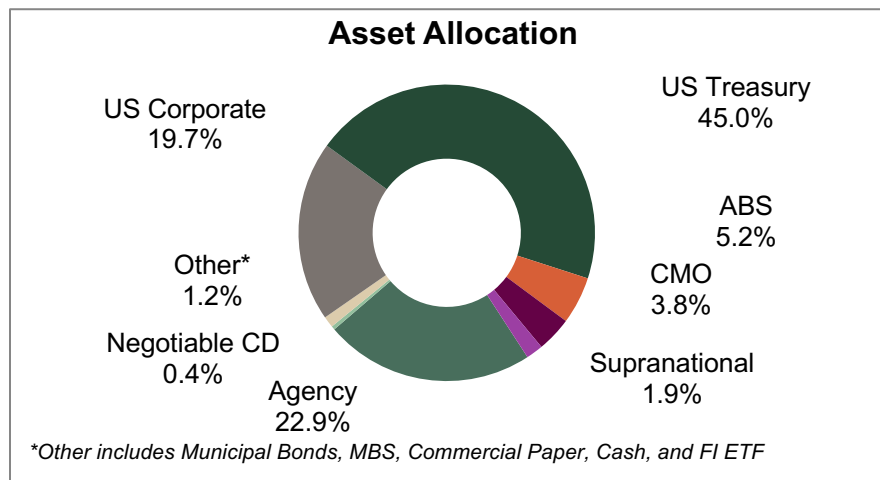
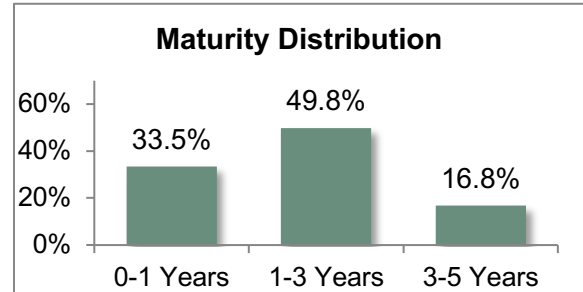
Source: City of Monterey Park Portfolio as of June 30, 2023



Through ownership of individual securities, the City may be able to optimize returns on investments and generate additional income through the structuring of funds to mature concurrent with cash needs to generate income while also prioritizing safety. Below are the characteristics of two of Chandler's composite strategies most commonly used by California public agencies whose portfolio are managed by Chandler:

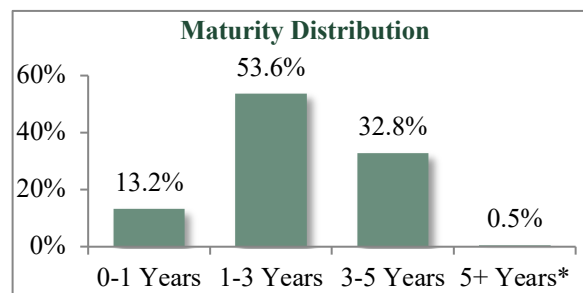
Limited Maturity (1-3 Year)

Average Final Maturity	1.90
Average Duration	1.68
Average Market Yield	5.08%
Average Quality (S&P)	AA+
Average Coupon	2.00%



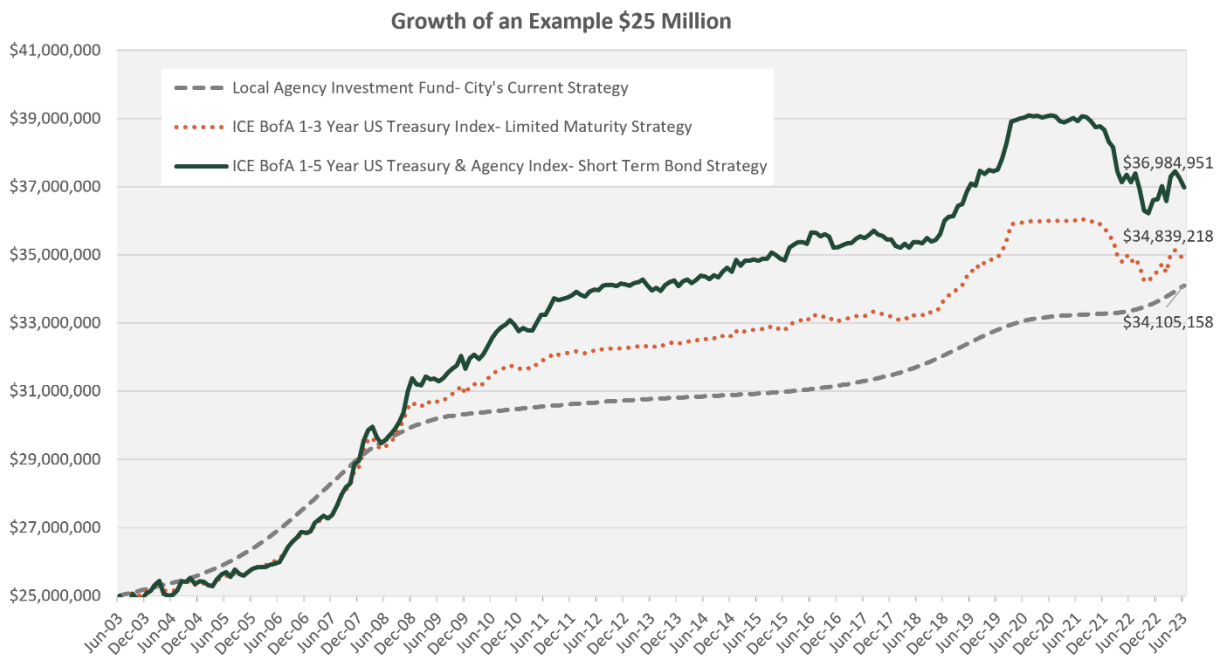
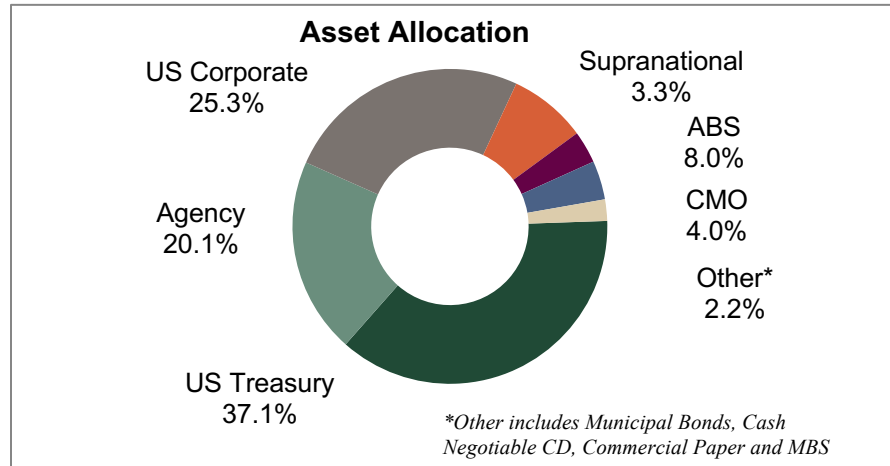
Short Term Bond (1-5 Year)

Average Final Maturity	2.70
Average Duration	2.34
Average Market Yield	4.99%
Average Quality (S&P)	AA
Average Coupon	2.27%



**The Short Term Bond composite includes clients whose investments policy permits securities with maturities beyond five years.*

Based on Chandler's Limited Maturity and Short-Term Bond composite characteristics as of 6/30/2023. Credit Quality equivalent of composite/average of S&P, Moody's and Fitch ratings; "A" category includes "A-1" rated money market securities. The composite characteristic information presented above is supplemental information pursuant to GIPS®. There is no guarantee that investment in any of these styles will result in characteristics similar to those that appear in this presentation due to changes in economic conditions and other market factors. Past characteristics are not indicative of future results. Please see the GIPS Composite Reports at the end of this report for complete details.



Value on 6/30/2023 of \$25 million invested 6/30/2003		
	6/30/2023	Annualized Return
Local Agency Investment Fund	\$34,105,158	1.56%
ICE BofA 1-3 Year US Treasury Index	\$34,839,218	1.67%
ICE BofA 1-5 Year US Treasury & Agency Index	\$36,984,951	1.98%

Source: California State Treasury Office, Bloomberg. Graph demonstrating the performance of commonly used benchmarks among our clients. Historical benchmark performance data for the Local Agency Investment Fund, ICE BofA 1-3-Year US Treasury and ICE BofA 1-5-Year US Treasury & Agency indices sourced from Bloomberg AIM. Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. LAIF returns include an administrative fee charged to investors by the California State Treasurer. LAIF duration estimated based on average maturity in days, as of 06/30/2023, divided by 365 days. It is not possible to invest directly in an index. Please see important hypothetical disclosures at the end of this presentation.

Chandler's cost associated with these services is as follows:

**City of Monterey Park
Fee Schedule**

Assets Under Management	Annual Asset Management Fee
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Next \$50 million	0.06 of 1% (6 basis points)

*Annual fee is based on approximately \$ Million in managed investments. Chandler's fees do not include third party custody services, as the firm is not a provider of such services. The safekeeping/custody of the City's funds by a third-party provider of the City's choosing is an important control in the investment management process. Under no circumstances will Chandler take possession or control of the City's assets, and all securities transaction will be delivery versus payment ("DVP").

FISCAL IMPACT:

The cost of investment management services is approximately **\$1,667 per month for \$20M dollars** and will fluctuate based on portfolio value. City Staff anticipates that enhanced investment earnings will exceed investment management fees and can be debited from interest earnings in the City's third-party custody account where the City's assets will be held.

Respectfully submitted by:



Amy Lee
City Treasurer

Reviewed by:



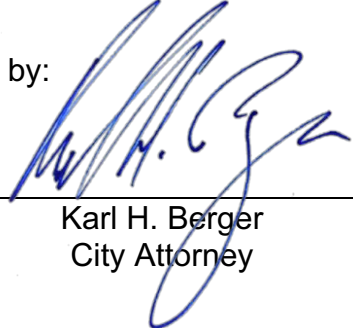
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Stanley Ardon, Information Technology Manager
SUBJECT: VoIP Telecommunications Services Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Intelesys for the City's Voice Over Internet Protocol (VoIP) Telecommunications services; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park's current telephone system is obsolete and no longer supported. This hardware and software obsolescence requires the City to replace the current systems with new products.

The City posted a Request for Proposals (RFP) on the City's webpage and also emailed the RFP to eight known telecommunication services vendors. Two firms responded with a proposal. Following the evaluation of the two qualifying proposals, Intelesys was recommended to be awarded the contract. Intelesys was found to be fully qualified and able to provide timely and valuable services to the improvement of the City's antiquated telephone system.

BACKGROUND:

On July 13, 2023, Staff posted the VoIP Telecommunications Services RFP #837 to the City's website for public information. Staff also emailed the RFP to eight known vendors who provide telecommunications services. The deadline to submit a proposal was September 5, 2023. On September 5, 2023 the City received two proposals.

As part of this procurement, the City will be upgrading the existing data network switch infrastructure to provide Power over Ethernet (PoE) and Quality of Service (QoS) features and capabilities. Intelesys will install and program the proposed network switch hardware, Uninterruptible Power Supply (UPS) equipment and work with the City to design the subnet and Internet Protocol (IP) address plan for the entire City. The subnet and IP address plan will include data, voice, IP-based security cameras, and Wireless Access Points. As part of this procurement, the City will purchase additional UPS equipment to address any new or updated network design requirements.

Additionally, as part of this procurement, the City may need to upgrade select voice/data cable infrastructure in select buildings. Intelesys will provide the telecommunications system and data network equipment required and will coordinate installation and project planning activities of the voice/data cable infrastructure upgrades.

Three factors were used to evaluate each proposal:

1. The vendor's understanding of the scope of work,
2. The vendor's approach to performing the tasks defined in the scope of work, and
3. Capability of vendor and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

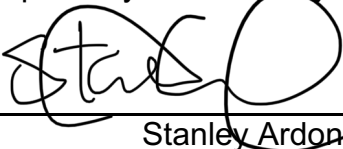
The two responding vendors also provided a demonstration of their products and services to City staff.

Intelesys provided both a more comprehensive proposal and detailed presentation of the available products and the services they recommend and can provide for the City. Intelesys' proposal demonstrated their experience, their sufficient size and depth of management, the resources and staff they can provide, and the support they have to meet the operational requirements and ensure quality service throughout the term of the contract. It may be helpful to also add that Intelesys has more experience/understanding of the needs of municipal organizations.

FISCAL IMPACT:

The cost for a three-year term contract is \$431,010.80. plus, a 20% contingency amount of \$86,202.16 for a total cost of \$517,213. The entire amount has been included in the FY 2023-2024 budget under account number 3631404-5518.

Respectfully submitted by:



Stanley Ardon
Information Technology Manager

Prepared by:



Maria Espinosa-Chavez
Principal Management Analyst

Reviewed by:



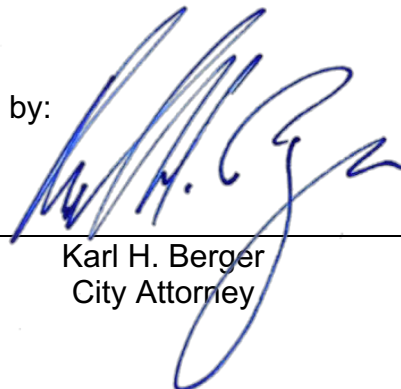
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. City of Monterey Park VoIP RFP #837
2. Intelesys Proposal (includes technical and cost)

ATTACHMENT 1
City of Monterey Park VoIP RFP #837



REQUEST FOR PROPOSALS

Sealed proposals must be received no later than **3:00 PM on 08/07/2023**, by the City Clerk's office for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA. for VoIP Telecommunications System, RFP # 837

Packets may be obtained from the Finance Services Department by emailing Maria Espinosa-Chavez at: mespinosa-chavez@montereypark.ca.gov.

Please refer to specifications for complete details and bid requirements.

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL

PROPOSAL # 837

PROPOSALS ARE DUE: NO LATER THAN 3:00pm, on August 7, 2023.

The City of Monterey Park is seeking proposals from qualified firms to provide
VoIP Telecommunications System services.

1. Submit Proposal to:
City of Monterey Park
Att: City Clerk
VoIP Telecommunications System
RFP # 837
320 W. Newmark Avenue
Monterey Park, CA. 91754
2. Proposer must honor proposal prices for sixty (60) days.
3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.
4. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company

Address

Name (Print)

Signature

Company Phone No.

Title of Person Signing Bid

PROPOSAL INSTRUCTIONS

1. **Submitting Proposals.** (a) Proposals must include this form, in its entirety, in a sealed envelope with the wording "Proposal," proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.
2. **Alternatives.** Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.
3. **Currency.** All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
4. **Preparation.** All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.
5. **Rejection.** The City may reject any or all proposals and waive irregularity in any proposal.
6. **Default.** In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.
7. **Assignment.** No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
8. **Sub contractors.** The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
9. **Indemnification.** The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.
10. **Bonds.** When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond must be required of the successful proposer when stated in the specification (cash deposit, certified or cashier's check or money order may be substituted in lieu of either bond).
11. **Insurance.** This is a contract involving services and the City requires insurance. Insurance must be primary insurance and must name the City of Monterey Park as an additional insured. Proof

of insurance in the following amounts must be provided prior to contract signing; liability in the amount of \$1,000,000, automotive in the amount of \$1,000,000, worker's compensation in accordance with California law and Pollution Liability or Errors & Omissions of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Specific insurance requirements are set forth in the sample contract. **BIDDERS MUST SIGN AND RETURN EXHIBIT "A", INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.**

12. On-Site Inspection: A tour of City of Monterey Park City Hall will take place **on 07/25/2023 at 10:30 a.m.** During the tour, the City will provide the information available on the data network.
13. Proposal Rejection: The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Monterey Park.
14. Contract Pricing: Except as otherwise provided, price proposals must remain consistent through the term of this contract.
15. Proposal Questions: Questions should be forwarded by email to:

Maria Espinosa-Chavez

mespinosa-chavez@montereypark.ca.gov. (For prompt response, in email Subject enter "RFP # 837 question").

The last day for questions will be **5:00 pm. on July 31, 2023**. Questions received after this date will not receive a response.

CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as **Exhibit "B"**

STATEMENT OF WORK AND FORMAT

The City of Monterey Park (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder," "Contractor," and "Consultant" are used interchangeably.

1. **Purpose:** The purpose and intent of this RFP is to establish a Contract (Agreement) with a qualified proposer, also hereinafter referred to as the Contractor or Vendor, who is qualified to provide the City of Monterey Park with a VoIP phone system and new or upgraded, state-of-the-art telecommunications system to serve the staff and administrative operations of the City, as the City has determined that the existing systems are end-of-life, obsolete, and no longer supported. This hardware and software obsolescence requires the City to replace the current systems with new products.
2. **Proposal Schedule:** Following is a tentative schedule of events:

Proposal Requirements: An original and two copies of the proposal must be received by the City of Monterey Park, at the following address:

City of Monterey Park
Attn: City Clerk
VoIP Telecommunications System, RFP # 837
320 W. Newmark Avenue
Monterey Park, CA. 91754

Proposals must be received no later than **08/07/2023, no later than 3:00pm.**

Evaluation of Proposals

The proposals will be reviewed by City staff during the **week of August 7, 2023**. Proposals will be evaluated based on the following qualifications criteria:

1. Contractor's understanding of scope of work.
2. Contractor's approach to performing the tasks defined in the Scope of Work.
3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

Recommendation to City Council for Contract Award: Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and the City's sole discretion. The Council is under no obligation to contract with any applicant.

3. **Introduction/Background:** The City of Monterey Park is located at the western gateway to the San Gabriel Valley, in Los Angeles County, just a few miles east of downtown Los Angeles. The City encompasses an area of 7.73 square miles with a population of 61,000.

Monterey Park was incorporated in 1916 as a general law city and operates under the council-manager form of government. The City council, which consists of five members, is elected by district and each serves a term of four years. The City Clerk and the City Treasurer are also elected by the citizens. The City of Monterey Park is a full-service municipal government, offering its residents police protection, fire and emergency medical services, water, sewer and refuse collections, public infrastructure improvements and culture and leisure programming.

4. **Objective(s)/Work Products:** Refer to the terms of the Agreement included as **Exhibit "B."**
5. **Work Statement:** Refer to the terms of the Agreement included as **Exhibit "B."**
6. **Required Qualifications:** Qualifying respondents must be registered and maintain proper business licenses and in good standing within the State of California. Have experience, sufficient size and depth of management, resources and staff to provide, support and meet operational requirements and ensure quality service throughout the term of the Agreement. Qualifying respondents must also have measurable and demonstrated successful experience in providing the specified services for like size venue and operations, provide VoIP phone services as the primary function of the business and have been in business for at least five years providing VoIP phone services to similar sized city governments.

7. **Scope of Work:** (Refer to Scope of Work, Exhibit "C.")

8. **Time Schedule:**

RFP Issue Date	July 13 2023
City tour/walk through	July 25, 2023 10:30 am
Cut off date for questions	5:00 PM, July 31, 2023
Proposal Due Date	August 07 2023 (No later than 3:00 PM)
Award of Contract	September 20 2023

The initial term of this Agreement is **09/20/2023 – 09/20/2024**

9. **Response Submittal Requirements:**

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation. **(Refer to Scope of Work, Exhibit “C.”)**

FORMAT:

Each proposal must be submitted in two parts:

Part I must relate to the Technical Proposal and Part II must relate to the Cost Proposal

PART I - TECHNICAL PROPOSAL (Refer to Scope of Work, Exhibit “C.”)

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Table of Contents - Clearly identify material contained in the proposal by section and page number.

Introduction (Section 1) - Contents to be determined by contractor.

Project Analysis (Section 2) - Provide an explanation and interpretation of the challenges identified in this RFP.

Objective, Scope, Nature of Proposed Program (Section 3) - Describe the overall approach to the challenges, including the objective and scope of work to be performed by the contractor

Work Program (Section 4) - Describe the work or tasks to be performed.

Methodology (Section 5) - Describe the methodology and techniques to be employed.

Project Management (Section 6) - Describe the proposed management structure, organization of contracting group, and facilities available.

Assigned Personnel (Section 7) - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time, on a continuous basis, that each principal will spend on this project. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Schedule (Section 8) - List the proposed schedule of activities including labor hours.

Program Monitoring (Section 9) - Describe the quality control procedures to be utilized during the project to ensure conformance with the scope of work.

City Resources (Section 10) - Describe the City services and staff resources needed to supplement contractor activities to achieve identified objective(s).

Subcontractors (Section 11) - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Contractor Capability and References (Section 12) - Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients.

Alternative Proposals (Section 13) - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

- a. Work Program
- b. Methodology
- c. Assigned Personnel

Conflict of Interest (Section 14) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

PART II - COST PROPOSAL (Refer to Scope of Work, Exhibit "C.")

Name and Address

The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

Cost Proposal

The Cost/Price format for the proposal must be as outlined in the Agreement for services. Exhibit A

Total cost must be clearly indicated at the end of the Cost Proposal and entered on the first page of the proposal.

Costs must be itemized per the agreement for services.

Charges for supplies, equipment, travel, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

- I. Signature. An authorized representative of the bidder **MUST** sign all proposals.
- II. Due Date. The proposer must submit one original and two copies complete copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal # 837." All proposals must be received before **No later than 3:00 PM on August 7, 2023**, and should be directed to:

City of Monterey Park
Attn: City Clerk
VoIP Telecommunications System, RFP # 837
320 W. Newmark Avenue
Monterey Park, CA. 91754

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

- III. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of **7/14/2023 to 08/06/2023**.
- IV. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if:
 - It is received at any time after the exact date and time set for receipt of proposals and/or;
 - It is not prepared in the format prescribed and/or;
 - It is signed by an individual not authorized to represent the firm.
- V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.
- VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

1. Contractor's understanding of scope of work.
2. Contractor's approach to performing the tasks defined in the Scope of Work.
3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

Exhibit “A”

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:	\$2,000,000.00
Professional liability	\$1,000,000.00
Business automobile liability	\$1,000,000.00
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

Date

Bidder

EXHIBIT “B”

AGREEMENT NO. [Click here to enter text.](#)
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
[Consultant name](#)
FOR [Click here to enter text.](#)

THIS AGREEMENT is entered into this [Click here to enter text.](#) day of [Click here to enter text.](#) 20[Click here to enter text.](#), by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city (“CITY”) and [Consultant name](#), a type of organization, e.g., corporation, and state of incorporation (“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 [Click here to enter text.](#) 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 “[Click here to enter text.](#),” which is incorporated by reference.

2. **SCOPE OF SERVICES.**

- A. CONSULTANT will perform services listed in the attached Exhibit “[Click here to enter text.](#),” 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

EXHIBIT “B”

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 “Click here to enter text.”) 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 \$Click here to enter text. 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.

EXHIBIT “B”

- 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 [Click here to enter a date.](#) to [Click here to enter a date.](#) Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit “[Click here to enter text.](#)”;
- 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:

[List exhibits with scope of work first; budget second; and proposal last \(all if applicable\)](#)

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

EXHIBIT "B"

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.

EXHIBIT "B"

- 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.

EXHIBIT “B”

- B. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT’s professional services. CONSULTANT’s attempts to assign the benefits or burdens of this Agreement without CITY’s written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
--------------------------	---------------

EXHIBIT “B”

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.

EXHIBIT “B”

- 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 Assistant 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:

If to CONSULTANT:

Attention: Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
phone
email

If to CITY:

Attention: Click here to enter text.
City of Monterey Park
Click here to enter text.
Click here to enter text.
phone
email

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.

EXHIBIT “B”

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 [Click here to enter text.](#) 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 Manager, or designee, may execute any such amendment on behalf of CITY.

EXHIBIT “B”

36. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, 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 electronic transmission. Such electronic 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.

EXHIBIT “B”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF MONTEREY PARK

Consultant name

Ron Bow, City Manager

Click here to enter text.

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Taxpayer ID No. enter no.

Doc enter no.

EXHIBIT “C”

EXHIBIT “C”

SCOPE OF WORK

City of Monterey Park, RFP # 837 VoIP Telecommunications System Data Network Requirements

Requirements

1. The City wishes to implement a VoIP system and new data network equipment as part of this procurement.
2. During the Vendor Walk Through / Tour, the City will provide the information available on the data network.

Description of Current Technology

The City of Monterey Park implemented a NEC Digital PBX many years ago. The system has served the City well but has aged to a point that the technology is no longer current. The system supports 558 stations across 7 City locations.

The City has a centralized voicemail and the majority of the locations are networked together to allow 3 digits dialing between phones on the system(s). The City intends to install the new VoIP telephone system in City Hall and will work with the existing carrier to either relocate the existing Primary Rate Interface (PRI) to this specific location or replace the PRI's with Session Initiation Protocol (SIP) services.

As part of this procurement, the City will be upgrading the existing data network switch infrastructure to provide Power over Ethernet (PoE) and Quality of Service (QoS) features and capabilities. The selected vendor will be required to install and program the proposed network switch hardware, UPS equipment and work with the City to design the subnet and IP addressing plan for the entire City. The subnet and IP address plan will include data, voice, IP-based security cameras, Wireless Access Points, HVAC and potentially some IP-based door access equipment. As part of this procurement, the City will purchase additional UPS equipment to address any new or updated network design requirements. List the required UPS equipment in the pricing section of this RFP.

Additionally, as part of this procurement, the City may need to upgrade select voice/data cable infrastructure in select buildings. The selected vendor to provide the telecommunications system and data network equipment will be required to coordinate installation and project planning activities of the voice/data cable infrastructure upgrades.

Please propose the option for the City to install a secondary core system in the City Hall Data Center. This secondary location should provide the City with complete redundancy of the entire system including call control and voicemail.

Network Description

All major City buildings are connected with the City Owned Private Cable for WAN data network connections or carrier provided lines.

EXHIBIT “C”

1. Some of the closets within the various buildings are connected via fiber.
2. Vendors should assume that City will have upgraded the necessary copper and fiber optic infrastructure in City Facilities to support a VoIP Telecomm System.
3. As part of the data network implementation, the selected vendor must provide documentation related to data network requirements, such as recommended QoS templates, and be available to City staff for application support throughout the process.

Network Switching

1. Routing updates to incorporate new VLANs.
2. Data Center Switching.
3. In conjunction with the City Project Manager and Key Stakeholders, the selected vendor's Professional Services team will participate in the development of an overall installation schedule not to exceed 3 months in duration: this includes a Network Design Review Workshop whereby City-provided documentation is carefully considered and amended, as needed, ahead of the implementation phase. Upon receiving feedback for the network design, the City will make revisions and provide final documentation to the selected vendor.

Scope of Work

Under this scope, the selected vendor shall perform the following tasks.

Design and Discovery Phase - Vendor Responsibilities:

1. Project Overview
2. Kickoff
3. Resource Scheduling
4. Project Management Introduction
5. Engineering Introduction
6. Presales Design handoff to Deployment Engineering
7. Project Review
8. Planning Workshop
9. Holistic Project Review
10. Project Goals
11. Projected Timelines
12. Project Risk Discussion
13. Network Design Review Workshop
14. Identify expected business-level and technical outcomes across all technologies to be implemented.
15. Collaborate closely on City-provided design documentation and direction with the City and its Consultant.
16. Validate purchased hardware and licensing for City Bill of Materials.
17. Provide configuration recommendations for best practices, especially in regard to VoIP implementations (including QoS, prioritization, and other factors)
18. Routing, QoS, and VLAN design and configuration review with the City
19. Design VoIP-related VLAN and QoS configurations on existing and replacement equipment, with input from the City
20. Plan for Network Routing and Switching
21. Select latest and appropriate IOS version compatible with updated infrastructure and approved by City.
22. Plan for configuration objectives, which may include the following:
 - a. VLAN design
 - b. Configure IP address on management VLAN.
 - c. Utilize 802.1Q to transfer VLAN between Layer 2 devices.
 - d. QoS configuration requirements

EXHIBIT “C”

23. Adopt and/or refine existing passwords and switch security, including SSH, DHCP protection, ARP, and SNMP
24. Plan for Datacenter Core Switching
25. Create detailed design elements related to the core Data Center components based on design concepts and direction for the City.
26. Discuss all Core equipment capabilities and features, deploying as needed:
27. Call home
28. Online Diagnostics
29. Embedded events
30. Role-Based Access Control
31. L3 IP routing
32. L2 switching.
33. Quality of service (QOS)
34. Develop Cutover schedule by site.
35. Perform Facilities Survey of all site MDF and IDF closets to verify the following parameters:
 - a. Rack Space Availability
 - b. SFP or stacking needs.
 - c. Patch cable lengths, dressing issues, or cable management improvements.
 - d. Document location, model, and serial number
 - e. Labor effort (ladder for installation)
 - f. Available Power Outlets and existing PDU plugs.
36. Propose adjustments to the Bill of Materials for SFPs, cabling, or other needs based on an assessment of actual conditions, pending review and approval by the City as Change Order(s).

Design and Discovery Phase - City Responsibilities

1. Provide overall design goals and objectives for the project.
2. Provide the following design assets:
 - a. Standard switch configuration requirements per site
 - b. IP address and Subnet information
3. Provide detailed design documentation:
 - a. All tele/data closet configurations
 - b. Create, with the selected vendor, the design documentation for the Data Center switching components and answer any questions related to the overall design.
 - c. Signoff and approve all network designs.
4. Provide sponsorship for onsite vendor personnel when accessing closets for assessment or implementation.
5. Negotiate loading/staging areas at each site for installation.

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Switch Implementation - Vendor Responsibilities

1. Vendor to retrieve switches from City on-premise inventory in batches. Batch size to be determined during project planning.
2. Vendor and City to maintain inventory of all switch locations and reconcile inventory at the completion of the work plan.
3. Provide IOS, config, and feature set based on Network Design Review Workshop.
4. Transport Switches and ancillary equipment to sites for rack and stack.
5. Transport to City designated storage area
6. Provide physical installation of new Switches.
7. Replace and re-dress existing patch cords in a neat and clean manner, as recommended by the Facilities Survey.
8. Cabinet doors must be closeable following installation and cable management.
9. Complete the City-provided test plan.
10. Document

Data Center Core Switch Implementation - Vendor Responsibilities

1. Configure Core Switches
2. Configure management network.
3. Confirm that the firmware is at the approved version, updating as necessary.
4. Configure networking per the design and workshop.
5. Configure uplink connectivity.
6. Configure downlink connectivity.
7. Configure required VLANs.
8. Configure Interfaces
9. Configure L2 Switching
10. Configure L3 Routing
11. Configure security settings per the design and workshop.
12. Configure Analysis tools, alerts, and monitoring.
13. Deploy remaining configurations as determined in the design/workshop.
14. Configure existing production switches in the Data Center
15. Core Configurations, as needed.
16. Develop with the City an orderly, low-risk sequence of moves for converting the Core switching.
17. Perform backups of existing Core switch configurations
18. Complete the City-provided test plan
19. Remediate deficiencies of in-scope outcomes.

Post-Installation Support - Vendor Responsibilities

1. Provide two (2) hours of onsite, Post-Installation support at the start of the first business day following each cutover.
2. Please provide a full day Post- Installation support for the first day.
3. Provide Post-Implementation Documentation:
 - a. Update Documentation with all design and configuration completed, utilizing existing City files, as able.

EXHIBIT “C”

4. Provide Inventory worksheet of all installed and de-installed equipment.
5. Provide user guides for any recommended ongoing maintenance.
6. Knowledge Transfer – A minimum of 8 hours of knowledge transfer to City staff in onsite workshop and design review sessions.
7. The selected Vendor will review the City’s current network configuration, and provide suggested configurations for the following devices:
 - a. Routing updates to incorporate new VLANs.
 - b. Network Closet Switching
 - c. Data Center Switching
 - d. UPS (if anything needed to prioritize VoIP switches, routers, gateways or servers).
8. In conjunction with the City’s Project Manager and Key Stakeholders, the selected vendor’s Professional Services team will participate in the development of an overall installation schedule, which will incorporate the following:
 - a. Configurations provided by the vendor.
 - b. Installation and implementation, provided by the City.
 - c. Vendor review and testing of completed configurations for proper functionality.
 - d. City revisions after vendor review.
 - e. Final testing by the vendor for proper functionality
9. Perform Facilities Survey of all site MDF and IDF closets to verify the following parameters (this section is for the installation of Data Network Switch equipment, and VoIP equipment - phone gateways, servers and related equipment):
 - a. Evaluation rack space availability.
 - b. Advise City on how to include VoIP equipment in SFP and stacking needs.
 - c. Identify and remove existing obsolete telephone equipment for City disposal.
 - d. Determine VoIP installation labor effort.
 - e. Review City plan for UPS equipment and select UPS connection to VoIP equipment.
 - f. Select Wall, Floor, or Rack, with a preference for Rack mounting.
 - g. Determine Available Power Outlets and existing PDU plugs.
 - h. Connection of VoIP equipment (only) to UPS units. If city plans to have other router, switch and data center switch equipment connected to UPS units already.
 - i. Propose adjustments to the Bill of Materials for SFPs, cabling, or other needs based on assessment of actual conditions, pending review and approval by the City as Change Order(s) – only if needed.
10. Provide Configuration information for best practices security and management.

Network Design and Switch Installation - City Responsibilities

1. Provide overall design goals and objectives for the project.
2. Provide the following design assets:
 - a. Standard switch configuration requirements per site.
 - b. IP address and Subnet information.
 - c. Data Center and remote site VLAN definition and priorities.
 - d. Network Diagrams.
 - e. Port Mapping guidelines (existing to new)

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3. Provide VLAN & subnet information for all network components and segments,
4. Provide detailed design documentation:
 - a. All tele/data closet configurations.
 - b. Create, with selected vendor, the design documentation for the Data Center switching components and answer any questions related to the overall design.
5. Signoff and approve all network design changes/recommendations.
6. Install routers, switches, data center switches and UPS units.
7. Provide new, appropriately-sized patch cables, with exceptions to this term reviewed and agreed to by all parties.
8. Recommend sufficient Power and Power Outlets for all VoIP equipment. City Electrician or contractor to perform the electrical work. City to coordinate between electrician and vendor regarding installation schedule.
9. Vendor to notify City of required electrical work.
10. Provide HVAC for all equipment.
11. Confirm that purchased equipment meets 110V or 208V power, based on availability.

Telecom System Specifications

This section of the RFP contains the specifications and details regarding the City's Telecommunications system requirements.

General Instructions

Written proposals are required by the City for a state-of-the-art telecommunications system as described in the sections below.

1. The proposal, estimated to be awarded in **September, 2023**, will be confirmed by a purchase order issued to the successful vendor.
2. The proposal will be awarded based on the overall proposal and in the best interests of the City. Prices should be shown for each line item.
3. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low -price Proposal, to accept any item of any proposal, to reject any and all Proposals, and to waive irregularities and informalities in any proposal submitted or in the Request for Proposals process.
4. Equipment must be new and fully eligible for manufacturer's warranty. F.O.B. inside delivery, City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754
5. Freight should be included in the unit price. Inside delivery to the City. **Pallets must be broken down and boxes disposed of by the selected vendor.**
6. The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to the RFP, the City's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
7. The proposal shall constitute a binding offer to sell the above- noted product(s) to the City and may not be withdrawn once the City has awarded the contract to the successful vendor.

Instructions to Proposer

1. General – The City is seeking a state-of-the-art, highly-reliable telecommunications system that will provide enhanced features and provide the City with superior service at a reasonable cost.

EXHIBIT “C”

2. Any proposal for a new telecommunications system must use survivable remote technology for all locations from the primary City telecommunications system.
3. System Proposals - Under this procurement, the City will accept proposals for replacement equipment for the locations mentioned in this document.
4. Please list each location separately in your proposal showing proposed equipment and costs.
5. Vendors may propose Voice over Internet Protocol (VoIP) systems. The system shall provide the following high-level features and applications:
 - a. Capable of supporting PRI services for inbound and outbound Public Switched Telephone Network (PSTN) services.
 - b. Capable of supporting SIP services for inbound or outbound Public Switched Telephone Network (PSTN) Services.
 - c. Capable of supporting analog PSTN services.
 - d. Capable of providing a single centralized voice mail system accessible to serve all users.
 - e. All of the systems must function as if they were one.
 - f. Capable of providing shared access to local inbound and outbound and long distance inbound and outbound services provided by carriers selected by the City.
 - g. The City's IT Operations are currently virtualized using VMWare. The City is open to both virtualized and non-virtualized solutions.
 - h. As part of the base proposal, please propose the system with you providing all needed servers and hardware, not using the City's virtual software or hardware environment.
 - i. As an option propose a solution using the Virtualized approach that includes all hardware and software for the virtualized VM Ware deployment for the proposed VoIP system.
 - j. Please propose a solution using the City's existing VMWare Environment.
 - k. Please provide detailed information regarding the proposed system regarding current or future plans to operate in a virtual environment using VMWare.
 - l. Unified Messaging: The proposed system should provide the ability for the City to integrate voicemail and email Office 2019 or Office 365 features and services. It is the responsibility of the Respondent to define their offering, and to provide a solution that addresses the convergence of voicemail, email, fax, and other messaging systems. Systems to be addressed will include those provided under this RFP, and messaging systems maintained by the City.
 - m. Telephone System Paging Function: The proposed system should also provide the ability for users with the appropriate rights to perform paging through the speakers on the telephones. The System shall include the feature and ability for a user to dial a code and page through all phone speakers or a zoned subset of speakers on the phones installed in the specific location.
 - n. External Paging System Access: The City has existing external paging systems in some of the buildings. The proposed System shall include the feature and ability for a user to dial a code, access the external paging system and page through all speakers or a zoned subset of speakers.
 - o. Please provide a description of how the proposed system can duplicate that functional operation.
 - p. System Administration: A single point of management from any point on the network for all components including the IP- PBX, voicemail, auto attendant, and unified messaging system, and other ancillary systems is preferred. The management interface shall provide the capability and flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface. System “Self Diagnostics” and trouble reporting shall also be described.
 - q. Capable of providing unified messaging services.

EXHIBIT “C”

- r. Capable of providing analog telephone station, fax, modem, and overhead voice paging connectivity.
- s. Capable of providing auto-attendant and dial-directory functionality for all locations.
- t. Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from one location.
- u. The City is also seeking maintenance and ongoing enhancement and other support services from the selected provider; however, the City wishes to manage the day-to-day adds, moves, and changes internally. The City may wish to manage the system remotely, please describe how this application would work and how you would address security.

Configuration

1. This specification section provides further sizing, component, feature and function specifications necessary for the proposer to develop system pricing that must be detailed. However, all proposers should note the following:
2. The component quantities detailed are not necessarily the final quantities the City will purchase. Exact quantities may increase or decrease subsequent to the release of this document.
3. While the pricing information provided in response will be used to evaluate the various proposals received, the City will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 120 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.
4. After the contract is awarded by the City to the successful vendor, the selected vendor must conduct a thorough and complete on-site station review. This station review process, performed by the selected vendor, will identify the following:
5. The type and quantity of all telephone stations, by City location, to be installed for City users during the implementation process.
6. Conduct Departmental meetings to gather the telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.
7. Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the City's environment.
8. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra- organization calling.
9. The information developed through the station review process will be provided to the City both electronically and in hard copy. The selected vendor will detail the design to the City and gain the City's acceptance before proceeding. Phased implementation will follow.
10. The Selected vendor will be required to provide complete system documentation regarding the installed equipment. This information shall include system programming binders, password listings, one-line drawing of system connectivity with the data network and WAN, etc.
11. The City will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

Voice Requirements

1. System Locations – Overview - The City is replacing its existing telephone systems at the locations detailed in the Table below.
2. Under this procurement the City will accept proposals for a VoIP solution from any manufacturer capable of meeting both the voice and data communications requirements detailed in this proposal.

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Location	Street Address	Survivable
City Hall	320 West Newmark Avenue	Yes with Police
Fire Station No. 1	350 West Newmark Avenue	Yes
Fire Station No. 2	2001 South Garfield Avenue	Yes
Fire Station No. 3	704 Monterey Pass Road	Yes
Public Works Water Plant	2655 North Delta Avenue	Yes
City Yard	751 South Alhambra Avenue	Yes
Library	318 South Ramona Avenue	Yes
Langley Senior Center	400 W. Emerson Avenue	Yes
Barnes Park	350 S. McPherrin Avenue.	Yes
Garvey Ranch Park	781 S. Orange Avenue	Yes
George Elder Park/Pool	1950 Wilcox Avenue.	Yes
Highlands Park	400 Casuda Canyon Drive	Yes
Sierra Vista Park	311 Rural Drive	Yes
Service Club House	440 S. McPherrin Avenue	Yes
EOC		Yes

3. System Configuration – Current - Voice communications services today for the facilities are primarily provided through PRI service.
4. The City may convert to SIP services. Please quote the requested SIP software, hardware and labor as an option. The counts listed for SIP services are the required simultaneous conversations.

System Configuration – Quantities for Purposes of the RFP

The proposed system must be configured to provide the quantities detailed in Table below:

	Station
City Hall	460
EOC	16
Fire 62	12
Fire 63	12
City Yard	40

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Langley Senior Center	18
Total	558

*some wall mount phones outside buildings in protective case

Telephone station requirements

1. Type 1 – Single-line analog station ports.
2. These Ports will terminate in existing Modems, Fax Machines, Lift Stations, Non-Emergency Police Lines connected to the City’s PD Dispatch System, etc.
3. These analog station ports will be used to connect existing wall mounted ring down phones mounted at the Police Department and Senior Center. The phones automatically dial a specific number when a user lifts the handset.
4. Music On Hold (MOH) Ports
5. Type 2 – A minimum of 8-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, a multi-line display, and a speakerphone.
6. Type 3 – A minimum 16-line telephone with a multi-line display plus 8 programmable features plus fixed or flexible feature keys for conference, transfer, forward and hold capabilities with a speakerphone.
7. Type 4 – Side Cars – Provide 24/48 button Busy Lamp Field (BLF) and Direct Station Selector (DSS) functionality. Button functionality 24/48 Button capacity.
8. Type 5 – Conference Room Station. High quality speaker phone designed to provide communication services in conference rooms of various sizes throughout City locations. Wireless phone to base application preferred. (i.e. Polycom Sound Station 2W – type of operation)
9. Please note – This does not require you to propose only the Polycom example. This example was used to illustrate the operation the City prefers. If other speakerphones are proposed, we will review their operation accordingly.
10. Vendors are asked to make sure the count of any type of ports for these conference room phones are included in the system design, regardless of whether they are IP or Analog stations.
11. Telephone sets must be provided with a minimum of a 10/100/1000 switch port.
12. The pricing section will require pricing on all models of currently available station equipment.
13. Please provide detailed description of the digital displays included with the proposed station hardware. Specifically, we are interested in station sets that provide easily viewable displays with contrasting shades or colors for easy viewing.
14. Wireless Headset Tools – Please provide the operational details and cost for a wireless headset solution to potentially be deployed in various departments in the City. Please describe the headset’s functionality as it relates to providing the ability to answer calls, place callers on hold, and transfer calls using controls on the headset itself.
15. WiFi Wireless Handset – The City is interested in the potential use of telephones that can provide wireless handset mobility. Please describe the capability and whether the proposed system can provide this capability.
16. City is interested in seeing option of remote access via an application.
17. Vendors are required to include all new telephone sets in the proposal as included with the proposed system.

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PSTN Trunking Requirements

1. The proposed system must be able to allow both SIP and PRI circuits to terminate directly into proposed equipment. The intent is to utilize PRI or SIP as the primary inbound / outbound local service facility. The quantities and locations of PRI/SIP terminations are detailed in the equipment Table above.
2. Please propose the system with software, equipment and labor for SIP services as an option.
3. The systems must be configured to provide analog trunking, as detailed by location in the Table above. The analog trunks will provide back-up connectivity in the event of a PRI or WAN failure. The analog trunks, regardless of their location, must be able to work interactively with the PRI services such that the analog facilities are part of the normal inbound/outbound traffic pattern.
4. The systems must be configured to provide analog trunking, as detailed by location in the Table above. These lines will also be used to provide local address information to the PSAP in the event 911 is dialed. The proposed server or gateway for each location must be able to use these local lines for this 911 location identification function.
5. Each location as indicated in the Table above will have additional analog facilities to provide PSTN access in the event of a PRI, WAN, call processor, router, or any other hardware or software failure of the system. The City is only interested in systems that can provide survivability using these lines.
6. Extension of Teleco DMarc – The telephone company point of demarcation for telecom services in the Light and Water building is not in the data center. The City would like to move the DMarc to the Light and Water Data Center and install the telephone system in the data center. The City may require additional assistance to extend the telephone company Dmarc.
7. At the conclusion of the pre-proposal vendor conference, the City will conduct a site review of the Light and Water data center and the City Hall data center.
8. Please include a quote for you to extend the connections from the existing Dmarc to the Light & Water data center.
9. Required Features – The following features are required.
10. The City requires the proposed system to provide the following required features. For each feature listed, indicate if the feature is “standard” or “optional”. In a table, please provide a separate, detailed itemization of any feature listed as “optional” and the price to provide the feature.
11. Also, include any feature indicated as “optional” in the itemized pricing. The feature descriptions are intentionally generic. If the proposed system is incapable of providing a specific functionality as described, provide a detailed explanation on any alternatives available in the proposed system to provide similar functionality. Abbreviated Dial with Off-Hook Indications - Capability to have a visual indication of the off-hook condition of another station and then automatically dial that station through the depression of an associated key.
12. Account Codes
13. Alarm Indication on Attendant Console
14. Automatic Recall – Calls placed on hold recall to the station that placed them on hold after a predetermined time.
15. Automatic Call Back - Describe the trunking application of this service. Will auto-callback queue for a trunk group? Must all callers accessing the trunk group be offered callback queuing?
16. Automatic Hold - On a multi-line telephone, when a called party on an active line answers a second line, the first call is put automatically put on hold without the called party depressing a hold button.
17. Call Coverage

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18. Call Forward-Busy
19. Call Forward-No Answer
20. Call Forward-Variable
21. Call Forward-External Telephone Number - How is this feature activated? Can a remote user deactivate the feature? Can a remote user invoke the feature? Can a remote user program a new external target? Can the system detect a busy/do not answer condition at the external target, and then route to a different, pre-defined, internal or external target?
22. Call Forward-All Calls
23. Call Hold
24. Outbound Caller ID – Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, the customer service group may need to send out the main list number, while the accounting and finance groups may choose to send out their own DID number on outgoing calls.
25. Incoming Caller ID – Please define the proposed system’s capabilities to provide incoming caller ID.
26. Call Park
27. Call Pickup (Directed and Group) - Please describe any limitations regarding the number of telephones that can be included in a single pick- up group. Please describe any limitations on the number of pick- up groups the system can provide.
28. Call Routing - Describe in detail the programming sequence for routing busy and unanswered calls. How many destinations or targets (i.e., if A is busy go to B, if B is busy go to C, if C is busy go to D, etc.) can be programmed for external calls? For internal calls? Can the routing be different for external and internal calls? Can different routing sequences be employed dependent on time-of-day? Day-of-week? Can a routing sequence have first an external target, and if that target is busy or does not answer, then look to an internal target?
29. Can routing to voicemail greetings be different for internal and external calls?
30. Call Transfer (Screened and Unscreened) - Specify any limitations on the retention of caller ID, trunk group ID, or DNIS ID information in transferring. That is, will there ever be a loss of caller identification because of multiple transfers of a single call? If so, specify the information that will be lost and after how many transfers will the loss occur.
31. Call Waiting Indication (Visual and Audible)
32. Camp-On (from Other Extensions)
33. Class of Service (COS) - The system should allow a system manager to set access privileges for each extension.
34. Standard Conferencing - What is the total number of callers that can participate in a conference call? How many internal callers? How many external callers? Is there a limit on the number of conferences occurring simultaneously in the proposed system? If so, what is the limit?
35. Conference Bridge – Please provide a proposal for a Conference Bridge including the needed equipment and operational software to provide a conference bridge to allow 8 to 10 conference participants. Please itemize the cost of the system in the Optional Equipment table later in the RFP.
36. DNIS Compatibility
37. Distinctive Ringing – Is there a different ring tone for internal vs. external call?
38. Directory - Describe the capability of the proposed digital / IP station sets to provide a name database look-up through the display. Is there a single key depression dialing of a name appearing in the display? Is this functionality transparent between systems?
39. Do Not Disturb
40. Executive Busy Override

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41. Incoming Line Identification
42. Hot Desk Operation – Allow system users to log in and log out of telephones throughout the system.
43. Paging and Intercom Operation – Proposed VoIP System – The system should provide the ability for the City to define specific stations to be included in an intercom.
44. This system should also provide the ability for the City to perform pages throughout the system using the speaker on the telephones. The page groups would be defined for each location.
45. Please explain the limitations (if any), additional software needed to enable this function and proposed system capabilities.
46. Last Number Redial
47. Line Privacy - When active, this feature should prevent all other parties from breaking into a call.
48. Music on Hold - Music-on-hold must be applied on station selective basis. System must support .wav, .mp3, .wmv, .m4a files as the music source.
49. Mute key
50. Night Answer Mode
51. Paging Access
52. Priority Queuing
53. Remote Call Forwarding – Ability to invoke or change call forward target from a remote location. That location may be either another phone on the system or at a location not on the system.
54. Remote Diagnostics/Remote Maintenance.
55. Save/Repeat Dialing.
56. Speed Dialing (System, Group, and Station – specify quantities),
57. Station – to – Station Intercom - Capability to depress a specific key, dial a two-digit code, activate a line associated with a specific key on another station, and on answer establish a talk-path.
58. Station-to-Station Paging – Please describe the options and limitations regarding the proposed system's ability to provide paging functionality through the speakers on the proposed phones.
59. Hands Free Answer Back – Optional Feature - Please describe the proposed systems ability to provide this feature. When a page or intercom call is placed to a specific room or phone, the calling person's voice is heard through the speaker on the phone that was called. Please advise if the system can allow the called party to respond to the page or intercom call by just talking back to the phone, without lifting the receiver or pushing a button on the phone.
60. Station Hunting – Circular - Busy station has a specific station to which calls are routed and hunting sequence is identical each time a call occurs. That is, station A hunts to B, which hunts to C, which hunts to D.
61. Station Hunting – Distributed - Busy station hunts to a group of stations, and the hunting sequence are random. That is, A hunts to B, C, or D based on random selection.
62. Traffic Measurement/Traffic Reports - The proposed system should provide basic traffic information and make this information available through the System Management device provided. This information should be sufficiently detailed so that the proposed administration system can produce traffic reports.
63. Blockage per trunk, Blockage per trunk group, Specific hunt group information, and feature utilization
64. Internal station to station calling.
65. For the traffic measurement information listed above, please answer the following questions: How is this information made available? 5.3.7.51.6.2. Can the City develop customized reports? How long can the system store the information before customer retrieval? If data

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storage is limited, can the data be moved to another media type and archived? Please describe the recommended solution to address this need. What database or software tool format is used for this data?

66. Transfer Call back to Attendant
67. Twinning – Please include the ability for the system to provide twinning to interact with the City’s mobile devices. The operation should allow City system users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone), and move the call to/from the desk phone.
68. Unassigned Numbers - What happens when an internal caller dials an unassigned telephone number? What happens when an external caller dials an unassigned DID number? Please detail all options.
69. Variable Ring-tones on Telephone Stations - How many ring- tones are available on the proposed digital and/or IP telephones? Can the user change the ring-tones? The system must be able to add custom ring tones by the user.
70. Voice Announce Intercom – Ability to dial a one or two-digit number and automatically connect to another phone in hands-free mode.
71. Variable Call Recording – Ideally, the City would like the system to allow internal or external calls to stations to be recorded On Demand from any station on the system and allows easy access to retrieving these recordings. Please describe any options for the proposed system to provide various levels of recording dynamically vs. recording all calls.

OPTIONAL Call Recording System

1. Please include the costs for a call Recording System.
2. Please describe how the proposed system stores the recording, how they are indexed, and how the City would retrieve various call recordings.
3. Please describe the retention capabilities of the recording system. Can recordings be set to be retained for X number of days and automatically purged?

OPTIONAL Costs - Call Accounting System and Call Detail Reporting

1. Please provide a proposal for a call accounting system. Itemize the cost of the system in the Optional Equipment table later in the RFP. Provide the following information regarding the proposed Call Accounting System:
 - a. Describe the specific relationship with the manufacturer.
2. Reports for the proposed call accounting system should provide the ability for the City to obtain reports providing calling activities for all stations, allocate calling expenses to various departments, length of calls, frequency of calls to a specific number, internal station to station calling, etc. Please describe the functions of both the proposed system(s).
3. The proposed telecommunications system and Call Accounting System should provide the ability for the City to obtain call accounting information for both outgoing and incoming calls. Please provide a description regarding how the system can provide this function. The City would also like to gather information regarding internal station-to-station calling. Describe the proposed system’s capabilities to provide this capability. Your description should also include any monthly costs. Please provide details.

Disaster Recovery Issues

1. System Outages
2. When software maintenance is performed on the system, is a restart required?
3. Typically, what will the duration of a system restart be for a system of this size?

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4. What, if any manual intervention is required for a restart? In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
5. Disaster Back-up Service
 - a. Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
6. Software Back-up and Restoration.
 - a. Describe the process for downloading the system software to a back-up media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voicemail? Both? Can they be backed-up simultaneously? On the same media?
 - b. As part of a maintenance contract will your personnel perform the back up and keep off-site spare?

911 Compatibility

1. Describe how the proposed system will provide street address information to the local Public Safety Answering Point (PSAP). Include any costs - software, equipment and/or telephone utility – required to accomplish this notification. It will be the responsibility of the selected vendor to provide for this capability and demonstrate to the customer, through live testing, this capability is operative prior to system cutover. Provide a quote for each of the 911 approaches below:
 - a. 911 Type 1 – this will provide building and address specific information to the PSAP.
 - i. Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
 - b. 911 Type 2 – this will provide building and zone-specific address information to the PSAP.
 - Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
 - c. 911 Type 3 – this will provide building, room, cube, and device specific address information to the PSAP.
 - i. Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
2. Provide specific documentation indicating your proposed system complies with all 911 regulations of the FCC, the State of California. How can the proposed system provide for 911-location notification by station number? As an option, provide the necessary hardware and software to provide this feature. Please include all relevant telephone utility costs.
3. Kari's Law Internal 911 Notification- Please describe how the proposed system can provide the needed internal 911notification tools to address Kari's Law as required by the US Federal Government.

System Management

1. The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.

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- a. Multiple Users - The system must interface to the Local Area Network (LAN) and allow for access and change capability for multiple, simultaneous users.
- b. Printing Faceplates – The requirement to print face plates will disqualify the proposed vendor and system.
- c. Inventory Information - The system must provide inventory information on the number and type of telephone stations.
- d. Trunking Information – the system must provide access to the information required.
- e. Alarm Notification – System must provide for an alarm system that notifies both the remote maintenance center and the client, if certain client-programmed system performance thresholds are exceeded.
- f. Recent and Past Change History - The proposed system must provide documentation on both recent changes to an element of the system (station, trunks, etc.) and all past changes to an element of the system.

Training

1. Include in your proposal a detailed explanation of the training you will provide for station users, as well as the management and system administrators. Please indicate on which functions the system administrator will be trained.
2. The system pricing detailed must include:
 - a. Classroom training, on working telephones, led by vendor provided instructors, for all users, on-site at the City.
 - b. System programming, reporting, management, and configuration training, led by vendor provided instructors, for management personnel.
 - c. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if the City's staff completes various levels.
3. Provide pre-recorded or online training. This would allow for refreshers and on boarding new employees.

Acceptance - The City requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

Financial Information - Detailed pricing information is needed on the system. Provide the following financial data:

1. The response MUST INCLUDE an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to:
 - a. Complete installation of all system components and software.
 - b. Complete programming of all system components and software.
 - c. Complete testing of all system components and software prior to system cutover, including QOS testing.
 - d. PSTN coordination including:
 - i. Coordination of PRI and/or SIP trunk installation with the PSTN service provider selected by the City.

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- ii. Coordination of calling plan to allow for four-digit dialing between stations.
- e. On-site station reviews and determination of user requirements.
- f. Full system configuration documentation provided to the City to include all station features and function, complete trunking configuration information, and complete call flow information by station.
2. Cost detail for any non-standard features and optional items as detailed in the system specifications.
3. Any additional charges which apply for shipping and handling. Please specify dollar amounts.
4. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
5. Add/delete cost schedule for all system components, software, and station equipment - details on addition or deletion of all network components must be included. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
6. Maintenance costs for the system for Year 1 and for Year 2, as configured. Please show each year separately.
7. If there is a 3-year, multi-year maintenance contract available that provides the City with additional discounts, please propose as an optional item and provide explanation of the proposed arrangement.
8. The City requires the maintenance contract to provide 24x7x365 coverage.
 - a. Please describe any Parts Labor Warranty included in the proposal.
 - b. Clearly specify the warranty period for all hardware and software components.
9. A specific maintenance cost must be clearly itemized for business day service on all proposed equipment and software.
10. Equipment Leasing Options – Provide the interest rate and monthly lease rate factor for three-, five-, and seven-year lease options.

Estimated Implementation Plan

1. Please provide an estimated implementation plan with various milestones assuming the contract would be awarded by the end of **September, 2023**.
2. References:
 - a. Provide at least three references of similar installed systems in the area, using the tables provided below – expanding them as necessary to include all relevant information. The references must be for VoIP Enabled or VoIP system installations, multi- locations customers, with a minimum of 300 telephone stations, and a centralized voice mail system.
 - While you are free to provide any references, ideally, the City would like to talk with other municipalities.
 - The City may wish to conduct site visits with one or more of the references provided below.
 - Be advised, references are a major element of the customer’s selection criteria.

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Reference #1	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on number of locations and phones	

Reference #2	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on number of locations and phones	

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Reference #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on # of locations and phones	

Voice Mail System

The City requires voice mail functionality as part of this procurement. The proposed voice mail system must be compatible and integrate with the system being proposed. The vendor is required to gather configuration information and provide a turn-key installation.

The proposed system should allow the City to define a call coverage forwarding path depending upon if the call to the station is internal or an external call. It should allow the City to define by Station how the user would like his or her telephone to forward to the coverage point or voicemail. A coverage point is defined as any other phone on the system or the voicemail system. Please explain how the proposed system could deal with this circumstance.

1. System Configuration
 - a. Clearly indicate the number of simultaneous calls the system will support as configured and the overall storage capacity, in hours, as the system is configured.
 - b. Additional licenses will be Voicemail only. These voicemail boxes will be used for Police officers and in other areas TBD.
 - c. The City provides Voicemail Boxes for many users throughout the City operation that do not have specific phones and will be using the Hot Desking operation to log in and log out of the system. Please describe the operation of the voicemail system in this environment.
 - d. The City prefers a non-blocking system but requires no less than 24 simultaneous calls.

Specify the maximum capacity the proposed system provides.

1. Features - Specifically, the proposed system must have the following features:
 - a. Announcement Boxes
 - b. Immediately light a message-waiting lamp on the appropriate telephone when a message has been taken. This message waiting indication must be noticeable.
 - c. Automatically turn the message-waiting lamp off when all the messages have been heard and/or delivered.
 - d. Provide for automatically forwarding calls from a busy, unanswered, or call forward telephone to the appropriate mailbox without requiring the caller to dial a mailbox number or any additional codes.

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- e. If the caller does not wish to leave a message, the proposed system must allow the caller to escape from the voice mail system to a pre-programmed extension number. The system must allow for multiple targets for these “escape” calls. Does the proposed system have any limitation on the number of targets per system? Can the target be a telephone number outside the proposed system?
- f. Allow an external caller to finish a message by simply hanging up. Systems that require the caller to touch a key on the telephone pad to save a message will not be considered.
- g. Archive Messages - Describe the options for archiving stored messages and the process to accomplish this function. Clearly define the tasks of both station users and system administrators in the archiving function.
- h. Check Receipt of Delivered Messages.
- i. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?
- j. Changeable Passwords
 - Can the user change passwords?
 - Can the user be forced to change passwords?
 - If so, can the administrator establish the frequency of the change? If so, by system or by station?
 - What is the minimum password length? Maximum?
 - Will the system provide a “lock-out” after input of an invalid passwords?
 - If so, is the number of invalid entries programmable by the user? Or is it system controlled?
 - Can the voice mail password be the same as the user’s network password?
- k. Forward and Backward while Listening to a Message - Does the proposed system provide the capability to allow a user, when listening to a message, to skip ahead to a later part of the message, or backward to a past part of the message? Please be specific.
- l. Guest Mailboxes
- m. Group Mailboxes
- n. Message Save
- o. Message Delete
- p. Message Pause
- q. Message Privacy
- r. Message Replay – explain the options available.
- s. Message Redirect and Comment
- t. Message Respond
- u. Message Retrieval Greeting - Explain the available options for the system greeting the caller hears upon retrieving messages. For instance, does the system indicate the number of messages not yet heard? Message Rewind.
- v. Message Speed - Does the proposed system provide the user the capability to speed up or slow down the replay of the message?
- w. Message Undelete
- x. Mirrored Mailbox - Does the system provide the capability to store the same message in more than one mailbox?
- y. Outbound Notification of Messages - This feature must include notification to a radio paging device, cellular telephone, email, or other telephony equipment. Priority Notification of messages - This feature must allow a caller to select a priority or urgent status for message notification, and then provide for an alternative notification capability. For instance, a normal message may light a message-waiting lamp, while a priority message will out-call to a radio pager.
- z. Priority Queuing of Messages

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- aa. Recent and Past Change History - Describe the capabilities of the proposed system to provide documentation on both recent changes to an element of the system (mailbox, port, etc.) and all past changes to an element of the system.
- bb. Skip Forward Through Messages
- cc. Personalized Greetings – Multiple – Provide (at a minimum) the system users with the ability to have a greeting when there is no answer at their phone and another different greeting when they are on the phone. And explain any other options available.
- dd. Specifically, the City uses Temporary Absence Greetings throughout the operation. Please describe the proposed system’s capabilities regarding this specific feature.
- ee. Personalized Greetings – Menu - Will the system provide a menu of options in an individual user’s greeting? For instance, “If your call is about A, press 1. If your call is personal matter, press 2.” If the caller selects 1, the message is recorded simultaneously in two pre-selected mailboxes, or routed to a different mailbox than if the caller selects 2.
- ff. Scheduled Delivery of Message.
- gg. Speech Recognition - Can the proposed system provide command access through user speech? If so, clearly describe the functionality, features, limitations, and as an option provide pricing for all required system hardware and software components to implement this feature.
- hh. Message Distribution Lists - Please provide a detailed explanation of the procedure for creating and broadcasting a voice mail message to voice mail users in a distribution list. Clearly define any limitations on the number of distribution lists per user and the number of users per distribution list. Can distribution list be “chained” to effectively increase the number of users per list? Is there a system-wide broadcast capability? If so, how is it controlled and managed for sending and receiving?
- ii. Remote Access - The system must allow users to access their mailbox from outside of the system without the assistance of an operator.
- jj. System Administrator Reports - Please indicate what types of management reports are available with the proposed equipment. Also, indicate if additional hardware/software is required to generate the management reports.
- kk. The City requires these reports to be able to be obtained in both printed and electronic format. Please indicate if this is included and what the electronic format used. If the reports are in a proprietary form, please describe any conversion process. Please indicate whether the proposed voicemail system will provide City with the ability to review voicemail box activity and when each box was accessed. This feature may provide a valuable tool to determine if voicemail boxes are being checked and managed.
- ll. Variable Settings for Maximum Message Length.
- mm. Time-of-Day Stamp.

Voice Mail Training

1. Include in the proposal a detailed explanation of the training you will provide for voice mail users, as well as the system administrators. Please indicate on which functions the system administrator will be trained. At a minimum these must include station programming and system back-ups.
2. The system pricing detailed must include:
 - a. Classroom training, on working telephones, led by vendor provided instructors, for all users. The City would like the selected vendor to provide training classes for all system users in class-room groups of 12 or 15 attendees.
 - b. The City will provide a conference room to conduct classes and can provide the needed network switch for the training phones to be connected. The City requires the selected vendor to install the needed telephones for the training sessions.

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- c. System programming, reporting, management and configuration training, led by vendor provided instructors, for management personnel.
- d. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and what certifications would be provided if the City's staff completes various levels.

Automated Attendant Function

The City will use various Automated Attendant functions for departments throughout the City to handle various types of incoming calls. Direct Inward Dialing will be used in conjunction with this function. The automated attendant should provide functions for the following:

1. After Hours Announcement and options.
2. Preprogrammed Alternative for Holidays.
3. Custom greetings for special events.
4. The City's personnel want the ability to prerecord messages and/or greetings for holidays, office closings, etc. and to change from one greeting to another from a remote location, not on the system. Please explain in detail how this would be accomplished.
5. Provide various exits from the Automated Attendant.
6. The system must allow the caller to dial his or her choice at any time during the message.
7. The City also uses the Automated Attendant at each location as over-flow coverage, in the event that local City Administrative support is busy on another telephone call, the Automated Attendant for that specific location answers the incoming call and offers the standard choices defined by that location.

Message Integration

1. Describe the proposed system's capability to provide for "unified messaging" using Office 2019 or 365. Pricing for unified messaging for all voice mail users must be included.
2. Does the proposed unified messaging software integrate directly with Outlook, Exchange Office 365 and Office 2019? Does it provide direct dialing from the Contact list? If so, please describe how the products integrate.
3. Does the proposed unified messaging software integrate directly with Outlook Office 365 and Office 2019? If so, please describe how the products integrate and what mail protocol options are available.
4. Which electronic mail protocol(s) does the Unified Messaging system support?
 - a. IMAP, POP3, SMTP, others?
 - b. Please discuss the pros and cons of each in a Unified Messaging environment with Office 365 and Office 2019.
5. When a voice message is received in a Unified Messaging environment, will the entire voice message be transmitted to Office 365 or Office 2019 in addition to header information? If not, what will the user see in Outlook, Office 365 and Office 2016 when they have received a voice message?
6. Please describe where the voicemail messages will be stored and whether the messages will be stored on a voicemail appliance or the Office 365 or Office 2019 Environment.
7. Will the user be able to listen to voice messages through Outlook, Office 365 and Office 2019?
8. In the experience of the vendor, on average, how much disk space does an average message consume within Exchange, Office 365 and Office 2019? Are any compression algorithms available to reduce disk utilization?

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9. Click to Dial Operation – Optional - Please describe how the system can provide click to dial operation from various sources including Outlook, Exchange, Office 365 and Office 2019 contacts and other sources.
10. VMWare View Compatibility – The proposed desktop client should be compatible with VMWare.

Redundancy and Disaster Recovery Issues

Redundant Operation - Please design the proposed system to provide the ability to terminate existing PRI or newly installed SIP in **City Hall and any other needed location.**

1. The system should be designed to provide the City with redundant operations allowing these locations to be fail-over sites for each other both for telephone operations and trunking.
2. The system(s) should also be configured to provide redundant power supplies, CPUs, and Disk/Drive Operation for the telephone and voicemail system.
3. Ideally the system should provide Hot-Swappable Disk Drives.

Premise-Based Solution

1. It is the intent of this procurement to install the core of the new systems in City Hall.
 - a. Please provide an explanation of the proposed systems capability to provide the active operation.
 - b. It is the intent of the City that, in the event of a failure of one of the core system servers, no calls would be lost and stations would re-register to the available server automatically.
 - c. Can the servers be virtualized using VMWare?
2. The Proposed system should also have both back up power supplies, CPU technology and Disk Drives.
 - a. Ideally, the system should provide hot swappable power supplies and disk drives.
3. System Outages
 - a. When software maintenance is performed on the system, is a restart required?
 - b. Typically, what will the duration of a system restart be for a system of this size?
 - c. What, if any manual intervention is required for a restart?
 - d. In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
4. Disaster Back-up Service - Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
5. Software Back-Up & Restoration - Describe the process for downloading the system software to a backup media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voice mail? Both? Can they be backed-up simultaneously? On the same media? As part of a maintenance contract will your personnel perform the backup and keep the off-site spare?

Hosted-Solution Proposals

If you are proposing a hosted solution your proposal must include:

1. The phone types listed in the RFP
2. Trunking and line design as requested in the RFP
3. Detailed description of the design, connectivity to/from each site
4. If you are using the City's data network to distribute your proposed hosted design, your proposal must include all components necessary to deploy the design. (i.e. network switches)
5. The proposal must include all features requested in the RFP for users throughout the system.

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6. If the use of any of these features is measured and priced by the number of times the City uses the feature, your proposal must include the incremental cost of the use.
7. The hosted solution must include the survivability for each site as requested in the RFP. This means that if the internet or WAN connection for an individual site is lost, the equipment installed locally is configured to use a local POTS line as it's back up.
 - a. Routing of specific telephone numbers to cell phones is not acceptable for recovery.
8. Pricing quotes should include any one-time costs and monthly costs for the proposed service for each location.

Financial Information - Please provide the following financial data:

1. The response **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include:
 - a. Complete installation of all system components and software
 - b. Complete programming of all system components and software
 - c. Complete testing of all system components and software prior to system cutover, including QOS testing.
 - d. On-site, department by department interview meeting station reviews and determination of user requirements.
 - e. Full system configuration documentation provided to the City to include all user features and function and complete call flow information by station.
 - f. Any additional charges which apply for shipping and handling. Please specify dollar amount.
 - g. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - h. Add/delete cost schedule for all system components and software. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
 - i. Maintenance cost for the system, as configured, after the warranty period. Clearly specify the warranty period for all hardware and software components.

Maintenance and Warranty

1. **Warranty** - Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
2. **Factory-Trained Personnel** - Indicate the number of service personnel in Los Angeles County factory-trained to maintain the proposed system, including the street address of the service location.
3. **Qualified Personnel** - Indicate the number of service personnel in the area qualified to maintain the proposed system, including the street addresses of the service locations. This should include factory-trained personnel, personnel trained by the vendor and all other individuals who can perform technical services on the system.
4. **Service Centers** - Provide the locations and hours of operation of the service centers to be utilized. The City may wish to conduct a site visit to the contractors' Service Center.
5. **Spare Parts** - Provide a general listing of the spare parts available from each of these service centers.
6. **Maintenance Plans** - Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance. Provide the monthly maintenance contract price based on the initial equipped configuration including details on how this price is

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computed. The City is capable of performing some basic maintenance routines. Please provide information on any charges associated with customer provided maintenance.

7. **Hourly Service Rates** - Indicate the hourly rate the City can expect for service not covered by warranty or service contract for each of the proposed systems.
8. **Service Response Times** – The City requires the selected vendor to include a minimum of a four-hour emergency response time to emergency outages.
9. **Maintenance Cost Escalation** - Provide the rate at which the maintenance contract costs are escalated including any contractual limits in escalation of costs.
10. **Modification Lead-Time** - Specify the amount of lead-time required for moves, changes, additions, and deletions.
11. **Repair Response Times** - Describe the expected and guaranteed response time for “regular” and “emergency” services. Indicate what you define to be “regular” and “emergency” service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable.
12. **Service Alternatives** - Indicate the provisions for service and spare parts if your business terminates, is subjected to a strike, or shut down for any reason.
13. **Default** - State what recourse is available if the proposed system does not perform as quoted and the customer is faced with loss or interruption of service. Be advised that some form of liquidated damages for non-performance and/or system failure will be required in any final agreement.
14. **Performance of Maintenance** - Clearly identify if the proposer or a third party will provide maintenance services. The City will require the right to reject any third parties or sub-contractors under this agreement and in any event proposer will be responsible for all maintenance services.
15. **Remote Maintenance.**
 - a. Provide information on the capabilities of the system to interact with the Remote Maintenance Center (RMC) of the proposer.
 - b. How does the system notify the RMC of a trouble?
 - c. What diagnostic capabilities does the RMC have?
 - d. Can the customer communicate directly with RMC personnel?
 - e. How frequent is the proposed system polled by the RMC for routine maintenance?

Pricing.

1. **Pricing** - Expand the following tables as required to provide itemized, component pricing for the proposed system to meet the requirements. The component name should be clear and understandable, not a code or stock number. The Discounted Price must be the actual cost the City will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Discounted Price. **Please provide the options for our current PRI solution as well as a SIP solution.**
 - a. Telecommunications system as defined. Include all required components.

EXHIBIT “C”

Facility	Qty	Price	Install	Total
(List all component parts of the system)				
City Hall				
Fire 62				
Fire 63				
City Yard				
Langley Senior Center				
Voicemail System				
Unified Messaging				
Sub-total – Hardware / Software				
Shipping				
General Install and Training				
Tax Exempt				
Total Purchase Price				

EXHIBIT “C”

E-911 Station Locator Option Pricing

Solution	Component - Name	Qty	Discounted Price	Install	Total
Type 1	(List all component parts of the system)				
	Total Purchase Price				
	Migration Type 1 to Type 2				
	Migration Type 1 to Type 3				
Type 2	(List all component parts of the system) Shipping				
	Total Purchase Price				
	Migration Type 2 to Type 3				
Type 3	(List all component parts of the system) Taxes				
	Total Purchase Price				

Optional Equipment

	Qty	Total Price	Install	Total
(List all component parts of the system)				
Call Accounting System				
Conference Bridge				
Recording Device/System				
SIP Trunking				
Cradle to Grave Reporting				

EXHIBIT “C”

Additional Telephone Station Pricing

Station Type	Qty	Total Price	Install	Total

Lease Rates – Complete the following table for a \$1 buy-out municipal lease to finance the hardware/software costs of the proposed system.

Term	Monthly Rate Factor	Effective Interest Rate
36-month Term		
60-month term		
84-month term		

EXHIBIT “C”

Maintenance Pricing – Using the following table, please provide a detailed description and a maintenance quote that includes the following:

1. Software Upgrade Costs – Including Labor.
2. Software Update Costs – Including Labor.
3. Software Assurance – Including Labor.
4. Hardware Coverage – Including Labor.
5. Phone Coverage – Including Labor Maintenance Support without Telephones

Component - Name	Qty	First Year Maintenance Costs	Total Annual Second Year Maintenance Cost
(List all component parts of the system)			
Total Maintenance Price			

EXHIBIT “C”

Maintenance Support with Telephone Coverage

Component - Name	Qty	First Year Maintenance Costs	Total Annual Second Year Maintenance Cost
(List all component parts of the system)			
Total Maintenance Price			

Maintenance Support, 3 year Pre-paid Contract

Component - Name	Qty	3 year Maintenance Costs
(List all component parts of the system)		
Total Maintenance Price		

EXHIBIT “C”

Data Network Equipment List Bill of Materials (BOM)

Data Network Equipment - Data Network Pricing – It is the City’s intent to use this RFP procurement process to purchase both the new VoIP Telecommunications System and Updated Data Network Equipment. The required data network equipment and UPS equipment have been designed to provide for the current and future needs of the City for both voice services and data networking.

Vendors are asked to expand the BOM tables as required to provide itemized, component pricing for the proposed system to meet the requirements of the proposed system for the City. The component name should be clear and understandable, not a code or stock number.

The Discounted Price must be the actual cost the City will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Discounted Price.

EXHIBIT “C”

Delivery and Installation

The City anticipates cutover of all locations to be completed by or before **September 20, 2024**. Please indicate whether this schedule can be met and identify the tasks, including site preparation that the City and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.

1. Implementation Plan - The vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of the City during the implementation process.
2. Risk of Loss - Please state when the customer assumes risk of loss or damage.
3. System Physical Requirements - Please indicate the requirements for each location, for:
 - a. Floor Spacing
 - b. Floor Loading
 - c. Wall Space
 - d. Environmental factors such as air condition and ventilation.
 - e. Minimum size door opening required for equipment movement.
 - f. Specify the electrical and grounding requirements for the proposed system. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, the vendor will be responsible for any necessary modifications.
1. **Equipment Reduction** - Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.
2. **Equipment Delivery** - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
3. **Manuals and Brochures** - Please provide hard copies and electronic versions of the following as part of the proposal:
 - a. Station user's manual (1 for each telephone).
 - b. Voice mail user's manual (1 for each License)
 - c. Any other pertinent reference information.
 - d. The City expects the selected vendor to produce a short version of the user guide to be provided to each system user. This guide should be customized to provide steps to use the features specific to the City's system design and selected feature group.
4. **Manufacturer Relationship** - Please describe your precise relationship with the manufacturer of the proposed system (i.e., dealer, distributor, branch, common parent, etc.) Proposers who do not hold primary full dealership status with the proposed manufacturer and who are dependent on secondary distributor arrangements to obtain product and direct access to manufacturer level engineers are not acceptable.
5. **Manufacturer's Commitment** - The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover. **If the vendor is other than the manufacturer, then a letter of similar commitment from the manufacturer must be included in the proposal.**
6. **Warranty** - The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Proposer shall, at their own expense and without cost to the City and within a

EXHIBIT “C”

reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the City and at no additional cost.

7. **Software Assurance** – Maintenance and support quotes should include software assurance protection for the City. Please itemize this cost.
8. **Software Updates** – Please describe the following regarding available software upgrades:
 - a. How is the City notified of new software upgrades and tools available for **ALL** the systems proposed?
 - b. Does your company require software updates at these intervals or are they included/or optional?
 - c. Are software updates included in the maintenance contract?
 - d. In the case of VoIP solutions, do you provide recommended/required software updates for all network hardware in addition to the proposed system?
 - e. Please provide typical frequency of software updates on an annual basis.
9. **Test Plan** - The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include:
 - a. Testing of all connectivity between switches.
 - b. Random testing of port connectivity.
 - c. Verification of each VLAN.
 - d. Verification of Internet access.
 - e. Integration between Voicemail and Exchange – Unified Communications
 - f. Printed copies of all equipment configurations for the City's project manager review.
 - g. Conducting a final walkthrough inspection of the installation with the City's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
 - h. Completion of the punch list items and the request for a final acceptance walk through with the City's project manager.
 - i. Final acceptance of the installation.

ATTACHMENT 2

Intelesys Proposal



Response to:

VoIP Telecommunications System,
RFP # 837



CITY OF _____
MONTEREY PARK
CALIFORNIA

Date: September 5, 2023

Contact: **Aaron Betts, Operations Officer**
909-809-7332
aaronb@it4ps.com

Cover Letter

Thank you for allowing Intelesys the opportunity to present our proposal recommendations on the City of Monterey Park's RFP for a VoIP telecommunications system. As a top provider of telephone system solutions for local municipalities in Southern California for the last 20 years, Intelesys has thorough knowledge of the unique needs of cities in a communications system. Intelesys has elected to present the Mitel solutions as a premise based offering, GoTo as a hybrid offering, and RingCentral as a pure cloud deployment, all designed and installed by our certified local team of professional staff.

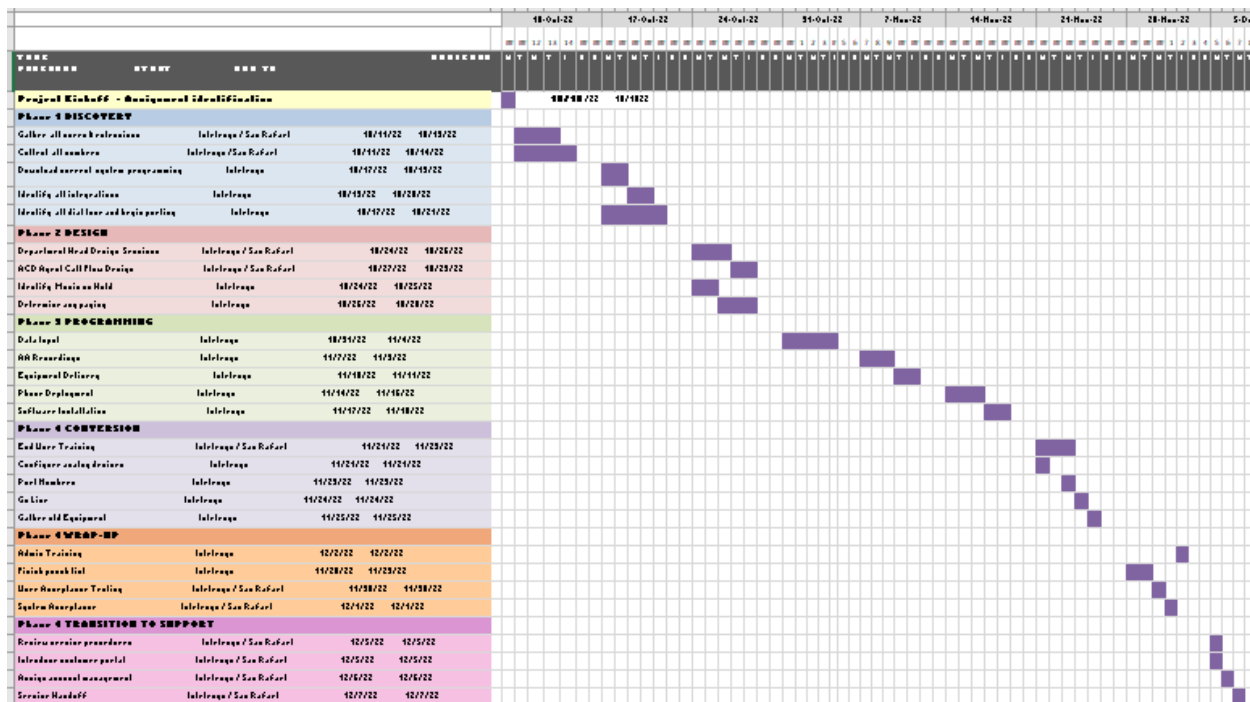
Intelesys strongly believes you are evaluating two crucial components of a new hosted system, the cloud product itself, which is managed and maintained by the provider, and the integration of the hosted product to your local facility and users. We encourage evaluation on both components to ensure the best possible final outcome of your project.

Intelesys is a technology solutions company headquartered in Ontario, California, serving the southern California market for nearly 3 decades. We provide best-in-class technology solutions to government and education institutions, serving as a trusted technology partner providing full management and support of each proposed solution. Intelesys is a certified designer and installer for all three providers, with local hands on support for third party integrations and network design and assistance for proper deployment and ongoing management of the chosen solution.

Key Intelesys Support Advantages:

- **AI Voice Greetings** – Choose an AI voice of your preference and get a consistent and professional messaging brand with easy to implement changes now and down the road as needs change
- **Professional Call Flow Development** – Our 29 plus years' experience in designing and installing telephone systems allows us to bring a rich history of what works and how to deliver calls quickly and efficiently to their destination
- **Experienced Integrator** – From data network design recommendations for high quality voice to external paging systems and door entries, the Intelesys team knows how to tie everything together for a complete, comprehensive solution.
- **Hands-on training and support** – Partnering with a local vendor delivers the value of the cloud combined with the access to local technical resources when needed. Onsite training as part of our standard offering allows for the option of a focused class environment to facilitate the best possible system learning and adoption.
- **Government Expertise** – For over two decades, Intelesys has developed an intimate understanding of the government market sector thru our client partnerships and industry peer groups such as MISAC (Municipal Information Systems Association of California) which we have attended for the past 14 years. Our experience gives us unique insight to specific needs such as public records requirements and community engagement goals.

The core to our successful implementation is a proven project management process. Our company and staff have been professionally managing installations of communications platforms for decades and we have developed a systematic approach to managing a project to completion with proper communication and tracking at all levels. A tightly managed, detailed project plan is the beginning, middle, and end to any successful deployment.



With over 40 municipal VoIP installations in Southern California, we deliver projects on time and within budget, all while maintaining a strong focus on user satisfaction and technology adoption. Technology has changed, but our commitment to proper system design and smooth installations remains the same. We leverage our twenty-nine plus years' experience and proven methods to deliver exceptional deployments.

Our company president, Rick Balzer, had the pleasure of serving the City of San Marino as their fractional IT Director for 14 months while they sought a permanent hire. During that time a unique appreciation was developed for the role of city staff in community, and their importance of delivering responsive communication. Our staff would welcome the opportunity to speak with your team to review our recommendations made in this proposal. Thank you for your consideration.

With respect,

Rick Balzer
President

City of Monterey Park

Request for Proposals

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Introduction – Section 1

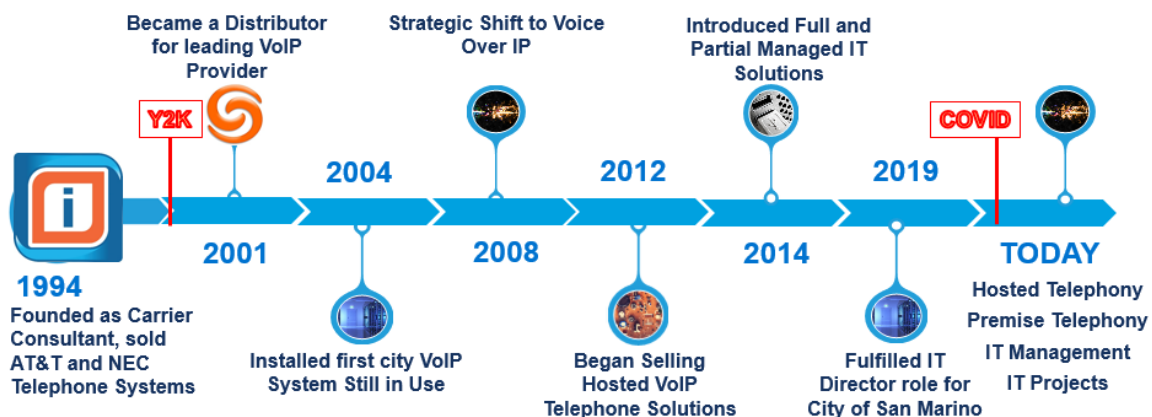
Intelesys with locations in California and Arizona, has been proudly serving municipalities, state and federal agencies, education institutions, and private enterprises since our start in 1994.



Company Vision – To implement world class hosted telephony / collaborations solutions with the benefit of local hands-on experience and design.

Company Mission – To deliver Hosted UCaaS products and services to the public sector market in a cost effective manner while maintaining a local presence for personalized support and seamless migrations. With the ability to bring multiple vendors to the table, Intelesys can leverage its 25+ years' experience in implementing telephone and collaboration solutions to the end user. Our 10 plus month certification process ensures the client will be dealing with top performing suppliers implemented by a local resource that has real world experience in our local geographic market.

Rich company history in designing and installing communications platforms for municipal entities.



Your primary contact:

Name: **Aaron Betts**

Address: 3155-B East Sedona Court, Ontario, CA 91764

Direct: (909) 802-7338

Fax: (909) 305-2100

Email: AaronB@it4ps.com

Federal Tax ID: 95-4583269

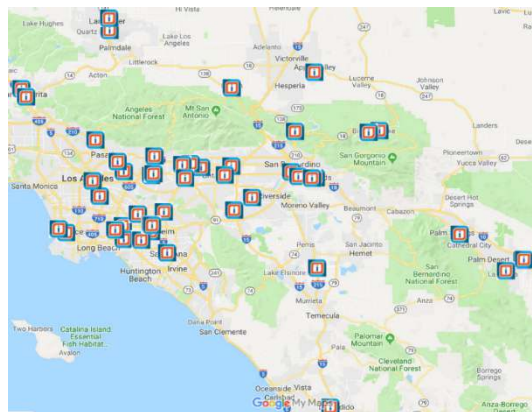
ICS Intelesys Inc., dba Intelesys,

is a **California Corporation**

Intelesys is a fiscally sound organization with over \$1M in cash assets and no long-term debt. Our firm has consistently engaged in municipal projects exceeding over \$1M in scope and 12 months in duration. Neither our firm nor any shareholder has ever filed for bankruptcy protection.

Core Competencies

We view municipalities as more than customers. Government agencies represent **74%** of our business and our City Government clients are a key focus of our VIP Program. We specialize in the Southern California market serving California agencies – they are our 100% focus! A key advantage Intelesys has in this RFP project is that our headquarters is in Ontario, CA, right down the freeway from Monterey Park.



Intelesys is a full-service IT company offering network design and management services, IT project-based work, and fully implemented hosted and premise telephony solutions. Intelesys is a certified installer for all three products quoted in this RFP, allowing us to offer turnkey solutions, including integration of third-party products such as paging and analog devices.

Intelesys also provides local onsite training and go live support as part of our inclusive offering to ensure end users are properly educated on the operation of the new system. Most of our municipal clients prefer the white glove approach we offer as a single point of contact for the entire conversion process. Our experience combined with world-class offerings ensures you get the best of both worlds. Since we dispatch locally out of our Ontario office, we are able to accomplish the white glove management process in a cost-effective manner without using any subcontractors.

Intelesys has partnered with the industry's most trusted hosted UCaaS solution providers to deliver best-in-class solutions to our clients. Our strategic relationships include Ring Central, 8x8, GoTo, DialPad, ZOOM, Microsoft Teams, and many other regional providers.

Experience with Similar Environments

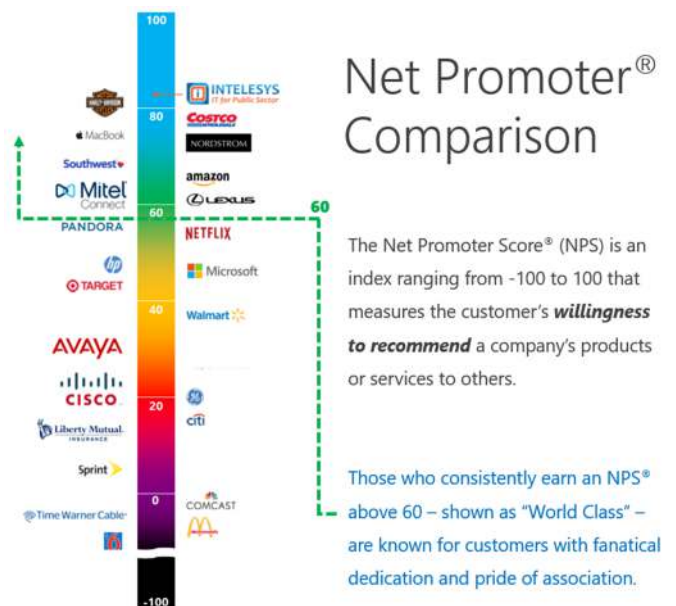
Intelesys is not only certified with each quoted provider, but we are also long-term dealers for NEC and our engineers have extensive experience with your current phone system platform. Having experience and knowledge of the current system allows us to pull down current programming, identify existing resources and telephone numbers, and isolate features in use that are critical to move forward to the new cloud platform. We have managed ports of over 500 DID numbers, and implemented systems with thousands of endpoints, delivering smooth transitions with minimal resources needed from internal staff,



Intelesys support goes far beyond just our clients to the municipality industry as a whole. We have been proud partners with MISAC, Municipal Information Systems Association of California, for over **14 years**. Our president Rick Balzer has twice been a featured presenter at the statewide conference in 2019 detailing the need to view IT as an investment, not an expense, and in 2022 as an expert on migrating from premise-based telephone systems to cloud base hosted UCaaS solutions. Our partnership allows us to bring new technologies to our clients on an ongoing basis.

Commitment to Customer Success

As a service organization, Intelesys is fanatical about customer service. We utilize an industry approved third party Net Promoter score to statistically measure our client satisfaction. Every service ticket received by our firm closes with a third-party survey to measure our service levels. ON a scale of -100 to 100, firms that receive above 60 are considered world class. Intelesys has never dipped below a 90 rating in the last 16 consecutive quarters, sharing a client perception with firms such as Harley Davison and



Apple. Any single reported survey that drops below 80 is reported to our company President and receives a call from a company executive to discover how we might have better served that particular end user.

Our attention to detail has been recognized on a national scale by California State University San Bernardino, and many technology vendors including TRA, NEC, Mitel, HP and Dell. Intelesys was proud to be named "Service Entrepreneur of the Year" by the California State University system's coveted Spirit of the Entrepreneur council. Intelesys

President Rick Balzer stays active within the CSBU community, helping emerging entrepreneurs pitch and promote their new ventures.



Project Analysis – Section 2

The phone system replacement project for the City of Monterey Park represents a series of challenges Intelesys has faced many times in similar government accounts. The success of the project can be broken down into five components; Identification of as-built specifications in the current system, data network analysis and preparation for managing the voice traffic migration to the network, creating a resilient and redundant design to accommodate the importance of uninterrupted communication especially as it relates to Fire and Police, identifying and designing the new solution to accommodate the required functions in the current system blended with the new available technology, and creating a cost effective pathway for the city to manage today's communication needs with the future needs of tomorrow.

Any successful project begins with a thorough understanding of the current environment. Without understanding the tools in place today or how they interact with business operations, it is difficult to achieve a final result that will be ideal let alone one that will be superior to what is currently in place. In addition, it is critical to understand how users interact with the technology in place today while trying to plan what will help them improve efficiency for tomorrow.

Voice, although not resource intensive, has a critical trait not present in much of the other data that runs on the current data network. Voice is a real-time communication and it requires consistent available resources for a call to be judged successful. While a webpage can load a little slower or application can react inconsistently without much notice to the end-user, a real-time telephone call will appear choppy or unclear if proper resources are not available.

Managing critical resident communication, including first responder needs, means the solution has to be resilient in its overall performance and have elements of redundancy to eliminate single point failures. Redundancy is defined in this case by a separate service from a separate provider over a separate medium. While no system is fully immune from technological failure, elements should be added to create as stable an environment as is possible or needed.



The most advanced, well performing product can be viewed through a negative lens if it is not



designed to address the specific needs of the environment in which it is deployed. In any new solution there will be incredible advancements in product performance and there will be things that are not the same or lost as in the current solution due to changes in technology and market

needs. Inevitably there will be users that ask what happened to their button they used or why doesn't this work the same. Thorough work in identifying current configuration and explaining new features is critical to any successful deployment and adoption.

While every organization has to consider the impact of cost on decisions, municipal entities have an added responsibility to ensure public funds are spent properly and wisely. Finding the balance between an under resourced solution and one that is built out with every imaginable bell and whistle can be challenging, especially when it comes to technology. In fact in some cases the more advanced solution may not be desirable in certain environments. Most municipal entities have acknowledged this challenge by changing RFP requirements from lowest bid to best value for the organization.

In addition to the above consideration, it is worth noting that this project will be displacing a system and set of tools it is been in place for decades with a new solution that will likely be in place for at least 7 to 10 more years. This is a significant investment in time and direction on both the start and completion of the project that warrant proper consideration. As this is a first-line technology that will interact with many residents and community business owners, proper selection becomes an important aspect of making sure the city of Monterey Park's values and objectives are properly conveyed in their interactions with the community.

Objective, Scope, Nature of Proposed Program (Section 3)

The overall objective of this project is to provide a turnkey replacement of the city of Monterey Park's telecommunication system. Through proven methodical processes Intelesys can provide an end-to-end solution accounting for all aspects of the project including data network preparation, dial tone configuration, system discovery, design, deployment, and end-user training. With hands-on local support provided exclusively by company employees, Monterey Park can be rest assured that complete quality control will be managed and maintained by Intelesys staff.

Intelesys has been an NEC partner and distributor for over 20 years. This puts us in a unique position to fully understand your current system environment and how it is programmed, all with the ability to pull information out of the product when necessary. In addition, our staff are fully certified IT professionals with experience in delivering full IT support and management to local municipalities. Any technology or integration into the do network will be accomplished in a manner consistent with CJIS policies and NIST framework.

Call quality is one of the most common complaints about Voice over Internet Protocol (VoIP) solutions. The reality is VoIP can deliver among the clearest quality calls of any type of medium available. Call quality is predictable and manageable in advance of deploying a new solution. Intelesys will develop a network map laying out the switching and routing and suggest changes to account for the new traffic such as quality of service and VLAN set up. Our team of engineers will deploy probes on the network at strategic locations to determine adequate capacity exists with measurements done over a period of time to account for variations. Lastly our team can test the network conditions while simulating voice traffic in the impact on the overall environment.

Call Quality	MOS
Best	over 4.34
High	4.03 - 4.34
Medium	3.6 - 4.03
Low	3.1 - 3.6
Poor	below 3.1

When communications are defined as mission-critical, it is imperative to have multiple forms of access to the outside world creating solution redundancy. The premise-based solution has

access to different types and forms of dial tone including Internet dial tone, traditional analog



telephone lines, and cellular backup. While all of these sources are unique and create a solid redundant strategy, they are all contingent upon access to the local geographic offices. In the cloud-based solutions redundancy can come from multiple Internet sources as well as cellular backup and smart phone access to system dial tone. These access methods create a redundancy across both types of service and are available in any geographic location where Internet or cellular signal can be accessed. This is also seen as a solid redundant strategy. However, if all Internet and cellular communications were down, the solution would be unavailable to end-users until the services are restored. It should be noted that while the solution is unavailable, the cloud-based solution will still receive telephone calls, take voicemails, and deliver voicemail via email if desired.

Customization of Monterey Park's chosen solution is a critical component in having technology properly service end-users. Most systems on the market today have hundreds of features designed to help users be more productive. Intelesys leverages our decades of experience in setting up solutions for municipal clients across Southern California, not to deliver a hosted feature, but to utilize the features in a design that will help users solve communications needs and problems. Invariably change is going to allow users to be more efficient and, in some cases, require users to adjust the way they handle some things differently versus what the technology did in the past. Even with the best planning intentions, Intelesys knows through experience that end-users will want things modified after the system is designed and experienced. That's why with every deployment, we have staff on-site to track any requested changes, put a process in place to have changes approved, and set aside time to find tune the system once it is installed. In addition, our staff will offer post-installation training 2 to 4 weeks after the product is installed to address any outstanding questions or concerns or guarding the product performance.

Choosing between product solutions and product architecture can be a daunting task for staff that may not have experience in analyzing telecommunications technology. In reality there is no perfect solution, but rather a choice of benefits versus costs for each product line. It may be ideal for the city to outsource the maintenance and upkeep of a major system like telecommunications, or there may be a preference for a more customized solution that is owned by Monterey Park. Also, within each product type there are multiple vendors to choose from, each with their own set of advantages and disadvantages. Intelesys' objective is to be a consultative resource in helping Monterey Park evaluate the differences in the offerings, define the priorities for the project, and select the platform that is most aligned with the goals of the city. As a local integrator, Intelesys is well-versed in each product line with the integration aspects across the products being very similar.



Regardless of the product type or vendor selected, Intelesys presents itself as a proven industry performer with over 30 years' experience in telecommunications and over 20 years' experience specifically in the municipal sector within Southern California. All three products are available and presented at pricing at or better than statewide negotiated joint purchase agreements accessible to government agencies. These pre-negotiated rates ensure that the city Monterey Park will get the best value for their dollar no matter what solution is selected. As a client of Intelesys all of our services and designs are backed up by company staff committed to the long-term relationship with the city of Monterey Park. This is an augmentation for Monterey Park staff as with each offering the city will be a direct client of the chosen platform with direct access to their teams and support.



Work Program – Section 4

Intelesys will perform all the work listed in the Scope of Work section (listed below). All items listed in the Scope of Work section are supported on all proposed systems excluding the exceptions listed below. As an Integrator, Intelesys will be the point of contact for any options that require vendor intervention.

Scope of Work Exceptions:

PSTN Trunking Requirements

- 12. Account Codes** – This is not supported by Ring Central or GoTo.
- 13. Alarm Indication on Attendant Console** – This is not supported by Ring Central or GoTo.
- 40. Executive Busy Override** – GoTo does not support this option
- 52. Priority Queuing** – This is available with optional Contact Center licensing on all platforms
- 63. Blockage per Trunk...** - This is not supported by Ring Central or GoTo

Optional Costs – Call Accounting System and Call Detail Reporting

- 1. Call Accounting System** – Not available on GoTo. Both Ring Central and Mitel have and optional package with BrightMetrics that provides Cradle to Grave reporting and inline recording playback.

Voicemail System

1. Features

- h. Check Receipt of Delivered Messages** – This is not available on any of the submitted platforms.
- i. Allow user to optionally hear the calling number** – This is not available on Ring Central or GoTo. Timestamp is listed in the app.
- j. Changeable Passwords**
 - a. Force password change** - This is not supported by Ring Central or GoTo.
 - b. Lock-out from invalid passwords** - This is not supported by Ring Central or GoTo.
- p. Message Pause** – This is not supported by Ring Central or GoTo.
- q. Message Privacy** – This is not supported by Ring Central or GoTo.
- w. Message Undelete** – This is not supported by any of the submitted platforms.
- x. Mirrored Mailbox** – This is not supported by any of the submitted platforms. All platforms can deliver a voicemail to multiple users via an email distribution list.
- y. Outbound Notification of Messages** - This is not supported by any of the submitted platforms. All platforms can deliver via email.
- z. Priority Queuing of Messages** – This is not supported by any of the submitted platforms.
- aa. Recent and Past Change History** – This is not supported by any of the submitted

platforms. Intelesys can provide the city with a review of system changes on a regular basis.

cc. Personalized Greetings when on phone – This is not supported by any of the submitted platforms. All platforms can have multiple greetings but can only have 1 active greetings at a time.

ee. Personalized Greetings menu - This is not supported by any of the submitted platforms.

ff. Scheduled Delivery of Message - This is not supported by any of the submitted platforms.

gg. Speech Recognition – This is not supported by any of the submitted platforms.

hh. Message Distribution Lists – This is not supported by Ring Central or GoTo.

**EXHIBIT
“C”
SCOPE OF
WORK**

City of Monterey Park, RFP #
837

**VoIP Telecommunications
System
Data Network
Requirements**

Requirements

1. The City wishes to implement a VoIP system and new data network equipment as part of this procurement.
2. During the Vendor Walk Through / Tour, the City will provide the information available on the data network.

Description of Current Technology

The City of Monterey Park implemented a NEC Digital PBX many years ago. The system has served the City well but has aged to a point that the technology is no longer current. The system supports 558 stations across 7 City locations.

The City has a centralized voicemail and the majority of the locations are networked together to allow 3 digits dialing between phones on the system(s). The City intends to install the new VoIP telephone system in City Hall and will work with the existing carrier to either relocate the existing Primary Rate Interface (PRI) to this specific location or replace the PRI's with Session Initiation Protocol (SIP) services.

As part of this procurement, the City will be upgrading the existing data network switch infrastructure to provide Power over Ethernet (PoE) and Quality of Service (QoS) features and capabilities. The selected vendor will be required to install and program the proposed network switch hardware, UPS equipment and work with the City to design the subnet and IP addressing plan for the entire City. The subnet and IP address plan will include data, voice, IP-based security cameras, Wireless Access Points, HVAC and potentially some IP-based door access equipment. As part of this procurement, the City will purchase additional UPS equipment to address any new or updated network design requirements. List the required UPS equipment in the pricing section of this RFP.

Additionally, as part of this procurement, the City may need to upgrade select voice/data cable infrastructure in select buildings. The selected vendor to provide the telecommunications system and data network equipment will be required to coordinate installation and project planning activities of the voice/data cable infrastructure upgrades.

Please propose the option for the City to install a secondary core system in the City Hall Data Center. This secondary location should provide the City with complete redundancy of the entire system including call control and voicemail.

Network Description

All major City buildings are connected with the City Owned Private Cable for WAN data network connections or carrier provided lines.

1. Some of the closets within the various buildings are connected via fiber.
2. Vendors should assume that City will have upgraded the necessary copper and fiber optic infrastructure in City Facilities to support a VoIP Telecomm System.
3. As part of the data network implementation, the selected vendor must provide documentation related to data network requirements, such as recommended QoS templates, and be available to City staff for application support throughout the process.

Network Switching

1. Routing updates to incorporate new VLANs.
2. Data Center Switching.
3. In conjunction with the City Project Manager and Key Stakeholders, the selected vendor's Professional Services team will participate in the development of an overall installation schedule not to exceed 3 months in duration: this includes a Network Design Review Workshop whereby City-provided documentation is carefully considered and amended, as needed, ahead of the implementation phase. Upon receiving feedback for the network design, the City will make revisions and provide final documentation to the selected vendor.

Scope of Work

Under this scope, the selected vendor shall perform the following tasks.

Design and Discovery Phase - Vendor Responsibilities:

1. Project Overview
2. Kickoff
3. Resource Scheduling
4. Project Management Introduction
5. Engineering Introduction
6. Presales Design handoff to Deployment Engineering
7. Project Review
8. Planning Workshop
9. Holistic Project Review
10. Project Goals
11. Projected Timelines
12. Project Risk Discussion
13. Network Design Review Workshop
14. Identify expected business-level and technical outcomes across all technologies to be implemented.
15. Collaborate closely on City-provided design documentation and direction with the City and its Consultant.
16. Validate purchased hardware and licensing for City Bill of Materials.
17. Provide configuration recommendations for best practices, especially in regard to VoIP implementations (including QoS, prioritization, and other factors)
18. Routing, QoS, and VLAN design and configuration review with the City
19. Design VoIP-related VLAN and QoS configurations on existing and replacement equipment, with input from the City
20. Plan for Network Routing and Switching
21. Select latest and appropriate IOS version compatible with updated infrastructure and approved by City.
22. Plan for configuration objectives, which may include the following:
 - a. VLAN design
 - b. Configure IP address on management VLAN.
 - c. Utilize 802.1Q to transfer VLAN between Layer 2 devices.
 - d. QoS configuration requirements

23. Adopt and/or refine existing passwords and switch security, including SSH, DHCP protection, ARP, and SNMP
24. Plan for Datacenter Core Switching
25. Create detailed design elements related to the core Data Center components based on design concepts and direction for the City.
26. Discuss all Core equipment capabilities and features, deploying as needed:
27. Call home
28. Online Diagnostics
29. Embedded events
30. Role-Based Access Control
31. L3 IP routing
32. L2 switching.
33. Quality of service (QOS)
34. Develop Cutover schedule by site.
35. Perform Facilities Survey of all site MDF and IDF closets to verify the following parameters:
 - a. Rack Space Availability
 - b. SFP or stacking needs.
 - c. Patch cable lengths, dressing issues, or cable management improvements.
 - d. Document location, model, and serial number
 - e. Labor effort (ladder for installation)
 - f. Available Power Outlets and existing PDU plugs.
36. Propose adjustments to the Bill of Materials for SFPs, cabling, or other needs based on an assessment of actual conditions, pending review and approval by the City as Change Order(s).

Design and Discovery Phase - City Responsibilities

1. Provide overall design goals and objectives for the project.
2. Provide the following design assets:
 - a. Standard switch configuration requirements per site
 - b. IP address and Subnet information
3. Provide detailed design documentation:
 - a. All tele/data closet configurations
 - b. Create, with the selected vendor, the design documentation for the Data Center switching components and answer any questions related to the overall design.
 - c. Signoff and approve all network designs.
4. Provide sponsorship for onsite vendor personnel when accessing closets for assessment or implementation.
5. Negotiate loading/staging areas at each site for installation.

Switch Implementation - Vendor Responsibilities

1. Vendor to retrieve switches from City on-premise inventory in batches. Batch size to be determined during project planning.
2. Vendor and City to maintain inventory of all switch locations and reconcile inventory at the completion of the work plan.
3. Provide IOS, config, and feature set based on Network Design Review Workshop.
4. Transport Switches and ancillary equipment to sites for rack and stack.
5. Transport to City designated storage area
6. Provide physical installation of new Switches.
7. Replace and re-dress existing patch cords in a neat and clean manner, as recommended by the Facilities Survey.
8. Cabinet doors must be closeable following installation and cable management.
9. Complete the City-provided test plan.
10. Document

Data Center Core Switch Implementation - Vendor Responsibilities

1. Configure Core Switches
2. Configure management network.
3. Confirm that the firmware is at the approved version, updating as necessary.
4. Configure networking per the design and workshop.
5. Configure uplink connectivity.
6. Configure downlink connectivity.
7. Configure required VLANs.
8. Configure Interfaces
9. Configure L2 Switching
10. Configure L3 Routing
11. Configure security settings per the design and workshop.
12. Configure Analysis tools, alerts, and monitoring.
13. Deploy remaining configurations as determined in the design/workshop.
14. Configure existing production switches in the Data Center
15. Core Configurations, as needed.
16. Develop with the City an orderly, low-risk sequence of moves for converting the Core switching.
17. Perform backups of existing Core switch configurations
18. Complete the City-provided test plan
19. Remediate deficiencies of in-scope outcomes.

Post-Installation Support - Vendor Responsibilities

1. Provide two (2) hours of onsite, Post-Installation support at the start of the first business day following each cutover.
2. Please provide a full day Post- Installation support for the first day.
3. Provide Post-Implementation Documentation:
 - a. Update Documentation with all design and configuration completed, utilizing existing City files, as able.

4. Provide Inventory worksheet of all installed and de-installed equipment.
5. Provide user guides for any recommended ongoing maintenance.
6. Knowledge Transfer – A minimum of 8 hours of knowledge transfer to City staff in onsite workshop and design review sessions.
7. The selected Vendor will review the City's current network configuration, and provide suggested configurations for the following devices:
 - a. Routing updates to incorporate new VLANs.
 - b. Network Closet Switching
 - c. Data Center Switching
 - d. UPS (if anything needed to prioritize VoIP switches, routers, gateways or servers).
8. In conjunction with the City's Project Manager and Key Stakeholders, the selected vendor's Professional Services team will participate in the development of an overall installation schedule, which will incorporate the following:
 - a. Configurations provided by the vendor.
 - b. Installation and implementation, provided by the City.
 - c. Vendor review and testing of completed configurations for proper functionality.
 - d. City revisions after vendor review.
 - e. Final testing by the vendor for proper functionality
9. Perform Facilities Survey of all site MDF and IDF closets to verify the following parameters (this section is for the installation of Data Network Switch equipment, and VoIP equipment - phone gateways, servers and related equipment):
 - a. Evaluation rack space availability.
 - b. Advise City on how to include VoIP equipment in SFP and stacking needs.
 - c. Identify and remove existing obsolete telephone equipment for City disposal.
 - d. Determine VoIP installation labor effort.
 - e. Review City plan for UPS equipment and select UPS connection to VoIP equipment.
 - f. Select Wall, Floor, or Rack, with a preference for Rack mounting.
 - g. Determine Available Power Outlets and existing PDU plugs.
 - h. Connection of VoIP equipment (only) to UPS units. If city plans to have other router, switch and data center switch equipment connected to UPS units already.
 - i. Propose adjustments to the Bill of Materials for SFPs, cabling, or other needs based on assessment of actual conditions, pending review and approval by the City as Change Order(s) – only if needed.
10. Provide Configuration information for best practices security and management.

Network Design and Switch Installation - City Responsibilities

1. Provide overall design goals and objectives for the project.
2. Provide the following design assets:
 - a. Standard switch configuration requirements per site.
 - b. IP address and Subnet information.
 - c. Data Center and remote site VLAN definition and priorities.
 - d. Network Diagrams.
 - e. Port Mapping guidelines (existing to new)

3. Provide VLAN & subnet information for all network components and segments,
4. Provide detailed design documentation:
 - a. All tele/data closet configurations.
 - b. Create, with selected vendor, the design documentation for the Data Center switching components and answer any questions related to the overall design.
5. Signoff and approve all network design changes/recommendations.
6. Install routers, switches, data center switches and UPS units.
7. Provide new, appropriately-sized patch cables, with exceptions to this term reviewed and agreed to by all parties.
8. Recommend sufficient Power and Power Outlets for all VoIP equipment. City Electrician or contractor to perform the electrical work. City to coordinate between electrician and vendor regarding installation schedule.
9. Vendor to notify City of required electrical work.
10. Provide HVAC for all equipment.
11. Confirm that purchased equipment meets 110V or 208V power, based on availability.

Telecom System Specifications

This section of the RFP contains the specifications and details regarding the City's Telecommunications system requirements.

General Instructions

Written proposals are required by the City for a state-of-the-art telecommunications system as described in the sections below.

1. The proposal, estimated to be awarded in **September, 2023**, will be confirmed by a purchase order issued to the successful vendor.
2. The proposal will be awarded based on the overall proposal and in the best interests of the City. Prices should be shown for each line item.
3. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low -price Proposal, to accept any item of any proposal, to reject any and all Proposals, and to waive irregularities and informalities in any proposal submitted or in the Request for Proposals process.
4. Equipment must be new and fully eligible for manufacturer's warranty. F.O.B. inside delivery, City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754
5. Freight should be included in the unit price. Inside delivery to the City. **Pallets must be broken down and boxes disposed of by the selected vendor.**
6. The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to the RFP, the City's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
7. The proposal shall constitute a binding offer to sell the above- noted product(s) to the City and may not be withdrawn once the City has awarded the contract to the successful vendor.

Instructions to Proposer

1. General – The City is seeking a state-of-the-art, highly-reliable telecommunications system that will provide enhanced features and provide the City with superior service at a reasonable cost.

2. Any proposal for a new telecommunications system must use survivable remote technology for all locations from the primary City telecommunications system.
3. System Proposals - Under this procurement, the City will accept proposals for replacement equipment for the locations mentioned in this document.
4. Please list each location separately in your proposal showing proposed equipment and costs.
5. Vendors may propose Voice over Internet Protocol (VoIP) systems. The system shall provide the following high-level features and applications:
 - a. Capable of supporting PRI services for inbound and outbound Public Switched Telephone Network (PSTN) services.
 - b. Capable of supporting SIP services for inbound or outbound Public Switched Telephone Network (PSTN) Services.
 - c. Capable of supporting analog PSTN services.
 - d. Capable of providing a single centralized voice mail system accessible to serve all users.
 - e. All of the systems must function as if they were one.
 - f. Capable of providing shared access to local inbound and outbound and long distance inbound and outbound services provided by carriers selected by the City.
 - g. The City's IT Operations are currently virtualized using VMWare. The City is open to both virtualized and non-virtualized solutions.
 - h. As part of the base proposal, please propose the system with you providing all needed servers and hardware, not using the City's virtual software or hardware environment.
 - i. As an option propose a solution using the Virtualized approach that includes all hardware and software for the virtualized VM Ware deployment for the proposed VoIP system.
 - j. Please propose a solution using the City's existing VMWare Environment.
 - k. Please provide detailed information regarding the proposed system regarding current or future plans to operate in a virtual environment using VMWare.
 - l. Unified Messaging: The proposed system should provide the ability for the City to integrate voicemail and email Office 2019 or Office 365 features and services. It is the responsibility of the Respondent to define their offering, and to provide a solution that addresses the convergence of voicemail, email, fax, and other messaging systems. Systems to be addressed will include those provided under this RFP, and messaging systems maintained by the City.
 - m. Telephone System Paging Function: The proposed system should also provide the ability for users with the appropriate rights to perform paging through the speakers on the telephones. The System shall include the feature and ability for a user to dial a code and page through all phone speakers or a zoned subset of speakers on the phones installed in the specific location.
 - n. External Paging System Access: The City has existing external paging systems in some of the buildings. The proposed System shall include the feature and ability for a user to dial a code, access the external paging system and page through all speakers or a zoned subset of speakers.
 - o. Please provide a description of how the proposed system can duplicate that functional operation.
 - p. System Administration: A single point of management from any point on the network for all components including the IP- PBX, voicemail, auto attendant, and unified messaging system, and other ancillary systems is preferred. The management interface shall provide the capability and flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface. System "Self Diagnostics" and trouble reporting shall also be described.
 - q. Capable of providing unified messaging services.

- r. Capable of providing analog telephone station, fax, modem, and overhead voice paging connectivity.
- s. Capable of providing auto-attendant and dial-directory functionality for all locations.
- t. Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from one location.
- u. The City is also seeking maintenance and ongoing enhancement and other support services from the selected provider; however, the City wishes to manage the day-to-day adds, moves, and changes internally. The City may wish to manage the system remotely, please describe how this application would work and how you would address security.

Configuration

1. This specification section provides further sizing, component, feature and function specifications necessary for the proposer to develop system pricing that must be detailed. However, all proposers should note the following:
2. The component quantities detailed are not necessarily the final quantities the City will purchase. Exact quantities may increase or decrease subsequent to the release of this document.
3. While the pricing information provided in response will be used to evaluate the various proposals received, the City will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 120 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.
4. After the contract is awarded by the City to the successful vendor, the selected vendor must conduct a thorough and complete on-site station review. This station review process, performed by the selected vendor, will identify the following:
5. The type and quantity of all telephone stations, by City location, to be installed for City users during the implementation process.
6. Conduct Departmental meetings to gather the telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.
7. Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the City's environment.
8. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra- organization calling.
9. The information developed through the station review process will be provided to the City both electronically and in hard copy. The selected vendor will detail the design to the City and gain the City's acceptance before proceeding. Phased implementation will follow.
10. The Selected vendor will be required to provide complete system documentation regarding the installed equipment. This information shall include system programming binders, password listings, one-line drawing of system connectivity with the data network and WAN, etc.
11. The City will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

Voice Requirements

1. System Locations – Overview - The City is replacing its existing telephone systems at the locations detailed in the Table below.
2. Under this procurement the City will accept proposals for a VoIP solution from any manufacturer capable of meeting both the voice and data communications requirements detailed in this proposal.

3. System Configuration – Current - Voice communications services today for the facilities are primarily provided through PRI service.
4. The City may convert to SIP services. Please quote the requested SIP software, hardware and labor as an option. The counts listed for SIP services are the required simultaneous conversations.

Telephone station requirements

1. Type 1 – Single-line analog station ports.
2. These Ports will terminate in existing Modems, Fax Machines, Lift Stations, Non-Emergency Police Lines connected to the City's PD Dispatch System, etc.
3. These analog station ports will be used to connect existing wall mounted ring down phones mounted at the Police Department and Senior Center. The phones automatically dial a specific number when a user lifts the handset.
4. Music On Hold (MOH) Ports
5. Type 2 – A minimum of 8-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, a multi-line display, and a speakerphone.
6. Type 3 – A minimum 16-line telephone with a multi-line display plus 8 programmable features plus fixed or flexible feature keys for conference, transfer, forward and hold capabilities with a speakerphone.
7. Type 4 – Side Cars – Provide 24/48 button Busy Lamp Field (BLF) and Direct Station Selector (DSS) functionality. Button functionality 24/48 Button capacity.
8. Type 5 – Conference Room Station. High quality speaker phone designed to provide communication services in conference rooms of various sizes throughout City locations. Wireless phone to base application preferred. (i.e. Polycom Sound Station 2W – type of operation)
9. Please note – This does not require you to propose only the Polycom example. This example was used to illustrate the operation the City prefers. If other speakerphones are proposed, we will review their operation accordingly.
10. Vendors are asked to make sure the count of any type of ports for these conference room phones are included in the system design, regardless of whether they are IP or Analog stations.
11. Telephone sets must be provided with a minimum of a 10/100/1000 switch port.
12. The pricing section will require pricing on all models of currently available station equipment.
13. Please provide detailed description of the digital displays included with the proposed station hardware. Specifically, we are interested in station sets that provide easily viewable displays with contrasting shades or colors for easy viewing.
14. Wireless Headset Tools – Please provide the operational details and cost for a wireless headset solution to potentially be deployed in various departments in the City. Please describe the headset's functionality as it relates to providing the ability to answer calls, place callers on hold, and transfer calls using controls on the headset itself.
15. WiFi Wireless Handset – The City is interested in the potential use of telephones that can provide wireless handset mobility. Please describe the capability and whether the proposed system can provide this capability.
16. City is interested in seeing option of remote access via an application.
17. Vendors are required to include all new telephone sets in the proposal as included with the proposed system.

PSTN Trunking Requirements

1. The proposed system must be able to allow both SIP and PRI circuits to terminate directly into proposed equipment. The intent is to utilize PRI or SIP as the primary inbound / outbound local service facility. The quantities and locations of PRI/SIP terminations are detailed in the equipment Table above.
2. Please propose the system with software, equipment and labor for SIP services as an option.
3. The systems must be configured to provide analog trunking, as detailed by location in the Table above. The analog trunks will provide back-up connectivity in the event of a PRI or WAN failure. The analog trunks, regardless of their location, must be able to work interactively with the PRI services such that the analog facilities are part of the normal inbound/outbound traffic pattern.
4. The systems must be configured to provide analog trunking, as detailed by location in the Table above. These lines will also be used to provide local address information to the PSAP in the event 911 is dialed. The proposed server or gateway for each location must be able to use these local lines for this 911 location identification function.
5. Each location as indicated in the Table above will have additional analog facilities to provide PSTN access in the event of a PRI, WAN, call processor, router, or any other hardware or software failure of the system. The City is only interested in systems that can provide survivability using these lines.
6. Extension of Teleco DMarc – The telephone company point of demarcation for telecom services in the Light and Water building is not in the data center. The City would like to move the DMarc to the Light and Water Data Center and install the telephone system in the data center. The City may require additional assistance to extend the telephone company Dmarc.
7. At the conclusion of the pre-proposal vendor conference, the City will conduct a site review of the Light and Water data center and the City Hall data center.
8. Please include a quote for you to extend the connections from the existing Dmarc to the Light & Water data center.
9. Required Features – The following features are required.
10. The City requires the proposed system to provide the following required features. For each feature listed, indicate if the feature is “standard” or “optional”. In a table, please provide a separate, detailed itemization of any feature listed as “optional” and the price to provide the feature.
11. Also, include any feature indicated as “optional” in the itemized pricing. The feature descriptions are intentionally generic. If the proposed system is incapable of providing a specific functionality as described, provide a detailed explanation on any alternatives available in the proposed system to provide similar functionality. Abbreviated Dial with Off-Hook Indications - Capability to have a visual indication of the off-hook condition of another station and then automatically dial that station through the depression of an associated key.
12. Account Codes
13. Alarm Indication on Attendant Console
14. Automatic Recall – Calls placed on hold recall to the station that placed them on hold after a predetermined time.
15. Automatic Call Back - Describe the trunking application of this service. Will auto-callback queue for a trunk group? Must all callers accessing the trunk group be offered callback queuing?
16. Automatic Hold - On a multi-line telephone, when a called party on an active line answers a second line, the first call is put automatically put on hold without the called party depressing a hold button.
17. Call Coverage

18. Call Forward-Busy
19. Call Forward-No Answer
20. Call Forward-Variable
21. Call Forward-External Telephone Number - How is this feature activated? Can a remote user deactivate the feature? Can a remote user invoke the feature? Can a remote user program a new external target? Can the system detect a busy/do not answer condition at the external target, and then route to a different, pre-defined, internal or external target?
22. Call Forward-All Calls
23. Call Hold
24. Outbound Caller ID – Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, the customer service group may need to send out the main list number, while the accounting and finance groups may choose to send out their own DID number on outgoing calls.
25. Incoming Caller ID – Please define the proposed system’s capabilities to provide incoming caller ID.
26. Call Park
27. Call Pickup (Directed and Group) - Please describe any limitations regarding the number of telephones that can be included in a single pick- up group. Please describe any limitations on the number of pick- up groups the system can provide.
28. Call Routing - Describe in detail the programming sequence for routing busy and unanswered calls. How many destinations or targets (i.e., if A is busy go to B, if B is busy go to C, if C is busy go to D, etc.) can be programmed for external calls? For internal calls? Can the routing be different for external and internal calls? Can different routing sequences be employed dependent on time-of-day? Day-of-week? Can a routing sequence have first an external target, and if that target is busy or does not answer, then look to an internal target?
29. Can routing to voicemail greetings be different for internal and external calls?
30. Call Transfer (Screened and Unscreened) - Specify any limitations on the retention of caller ID, trunk group ID, or DNIS ID information in transferring. That is, will there ever be a loss of caller identification because of multiple transfers of a single call? If so, specify the information that will be lost and after how many transfers will the loss occur.
31. Call Waiting Indication (Visual and Audible)
32. Camp-On (from Other Extensions)
33. Class of Service (COS) - The system should allow a system manager to set access privileges for each extension.
34. Standard Conferencing - What is the total number of callers that can participate in a conference call? How many internal callers? How many external callers? Is there a limit on the number of conferences occurring simultaneously in the proposed system? If so, what is the limit?
35. Conference Bridge – Please provide a proposal for a Conference Bridge including the needed equipment and operational software to provide a conference bridge to allow 8 to 10 conference participants. Please itemize the cost of the system in the Optional Equipment table later in the RFP.
36. DNIS Compatibility
37. Distinctive Ringing – Is there a different ring tone for internal vs. external call?
38. Directory - Describe the capability of the proposed digital / IP station sets to provide a name database look-up through the display. Is there a single key depression dialing of a name appearing in the display? Is this functionality transparent between systems?
39. Do Not Disturb
40. Executive Busy Override

41. Incoming Line Identification
42. Hot Desk Operation – Allow system users to log in and log out of telephones throughout the system.
43. Paging and Intercom Operation – Proposed VoIP System – The system should provide the ability for the City to define specific stations to be included in an intercom.
44. This system should also provide the ability for the City to perform pages throughout the system using the speaker on the telephones. The page groups would be defined for each location.
45. Please explain the limitations (if any), additional software needed to enable this function and proposed system capabilities.
46. Last Number Redial
47. Line Privacy - When active, this feature should prevent all other parties from breaking into a call.
48. Music on Hold - Music-on-hold must be applied on station selective basis. System must support .wav, .mp3, .wmv, .m4a files as the music source.
49. Mute key
50. Night Answer Mode
51. Paging Access
52. Priority Queuing
53. Remote Call Forwarding – Ability to invoke or change call forward target from a remote location. That location may be either another phone on the system or at a location not on the system.
54. Remote Diagnostics/Remote Maintenance.
55. Save/Repeat Dialing.
56. Speed Dialing (System, Group, and Station – specify quantities),
57. Station – to – Station Intercom - Capability to depress a specific key, dial a two-digit code, activate a line associated with a specific key on another station, and on answer establish a talk-path.
58. Station-to-Station Paging – Please describe the options and limitations regarding the proposed system's ability to provide paging functionality through the speakers on the proposed phones.
59. Hands Free Answer Back – Optional Feature - Please describe the proposed systems ability to provide this feature. When a page or intercom call is placed to a specific room or phone, the calling person's voice is heard through the speaker on the phone that was called. Please advise if the system can allow the called party to respond to the page or intercom call by just talking back to the phone, without lifting the receiver or pushing a button on the phone.
60. Station Hunting – Circular - Busy station has a specific station to which calls are routed and hunting sequence is identical each time a call occurs. That is, station A hunts to B, which hunts to C, which hunts to D.
61. Station Hunting – Distributed - Busy station hunts to a group of stations, and the hunting sequence are random. That is, A hunts to B, C, or D based on random selection.
62. Traffic Measurement/Traffic Reports - The proposed system should provide basic traffic information and make this information available through the System Management device provided. This information should be sufficiently detailed so that the proposed administration system can produce traffic reports.
63. Blockage per trunk, Blockage per trunk group, Specific hunt group information, and feature utilization
64. Internal station to station calling.
65. For the traffic measurement information listed above, please answer the following questions: How is this information made available? 5.3.7.51.6.2. Can the City develop customized reports? How long can the system store the information before customer retrieval? If data

storage is limited, can the data be moved to another media type and archived? Please describe the recommended solution to address this need. What database or software tool format is used for this data?

66. Transfer Call back to Attendant
67. Twinning – Please include the ability for the system to provide twinning to interact with the City's mobile devices. The operation should allow City system users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone), and move the call to/from the desk phone.
68. Unassigned Numbers - What happens when an internal caller dials an unassigned telephone number? What happens when an external caller dials an unassigned DID number? Please detail all options.
69. Variable Ring-tones on Telephone Stations - How many ring- tones are available on the proposed digital and/or IP telephones? Can the user change the ring-tones? The system must be able to add custom ring tones by the user.
70. Voice Announce Intercom – Ability to dial a one or two-digit number and automatically connect to another phone in hands-free mode.
71. Variable Call Recording – Ideally, the City would like the system to allow internal or external calls to stations to be recorded On Demand from any station on the system and allows easy access to retrieving these recordings. Please describe any options for the proposed system to provide various levels of recording dynamically vs. recording all calls.

OPTIONAL Call Recording System

1. Please include the costs for a call Recording System.
2. Please describe how the proposed system stores the recording, how they are indexed, and how the City would retrieve various call recordings.
3. Please describe the retention capabilities of the recording system. Can recordings be set to be retained for X number of days and automatically purged?

OPTIONAL Costs - Call Accounting System and Call Detail Reporting

1. Please provide a proposal for a call accounting system. Itemize the cost of the system in the Optional Equipment table later in the RFP. Provide the following information regarding the proposed Call Accounting System:
 - a. Describe the specific relationship with the manufacturer.
2. Reports for the proposed call accounting system should provide the ability for the City to obtain reports providing calling activities for all stations, allocate calling expenses to various departments, length of calls, frequency of calls to a specific number, internal station to station calling, etc. Please describe the functions of both the proposed system(s).
3. The proposed telecommunications system and Call Accounting System should provide the ability for the City to obtain call accounting information for both outgoing and incoming calls. Please provide a description regarding how the system can provide this function. The City would also like to gather information regarding internal station-to-station calling. Describe the proposed system's capabilities to provide this capability. Your description should also include any monthly costs. Please provide details.

Disaster Recovery Issues

1. System Outages
2. When software maintenance is performed on the system, is a restart required?
3. Typically, what will the duration of a system restart be for a system of this size?

4. What, if any manual intervention is required for a restart? In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
5. Disaster Back-up Service
 - a. Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
6. Software Back-up and Restoration.
 - a. Describe the process for downloading the system software to a back-up media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voicemail? Both? Can they be backed-up simultaneously? On the same media?
 - b. As part of a maintenance contract will your personnel perform the back up and keep off-site spare?

911 Compatibility

1. Describe how the proposed system will provide street address information to the local Public Safety Answering Point (PSAP). Include any costs - software, equipment and/or telephone utility – required to accomplish this notification. It will be the responsibility of the selected vendor to provide for this capability and demonstrate to the customer, through live testing, this capability is operative prior to system cutover. Provide a quote for each of the 911 approaches below:
 - a. 911 Type 1 – this will provide building and address specific information to the PSAP.
 - i. Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
 - b. 911 Type 2 – this will provide building and zone-specific address information to the PSAP.
 - Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
 - c. 911 Type 3 – this will provide building, room, cube, and device specific address information to the PSAP.
 - i. Will provide on-network notification (to any endpoint on the City data network).
 - Will provide notification to City-owned smartphone mobile devices.
2. Provide specific documentation indicating your proposed system complies with all 911 regulations of the FCC, the State of California. How can the proposed system provide for 911-location notification by station number? As an option, provide the necessary hardware and software to provide this feature. Please include all relevant telephone utility costs.
3. Kari's Law Internal 911 Notification- Please describe how the proposed system can provide the needed internal 911notification tools to address Kari's Law as required by the US Federal Government.

System Management

1. The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.

- a. Multiple Users - The system must interface to the Local Area Network (LAN) and allow for access and change capability for multiple, simultaneous users.
- b. Printing Faceplates – The requirement to print face plates will disqualify the proposed vendor and system.
- c. Inventory Information - The system must provide inventory information on the number and type of telephone stations.
- d. Trunking Information – the system must provide access to the information required.
- e. Alarm Notification – System must provide for an alarm system that notifies both the remote maintenance center and the client, if certain client-programmed system performance thresholds are exceeded.
- f. Recent and Past Change History - The proposed system must provide documentation on both recent changes to an element of the system (station, trunks, etc.) and all past changes to an element of the system.

Training

1. Include in your proposal a detailed explanation of the training you will provide for station users, as well as the management and system administrators. Please indicate on which functions the system administrator will be trained.
2. The system pricing detailed must include:
 - a. Classroom training, on working telephones, led by vendor provided instructors, for all users, on-site at the City.
 - b. System programming, reporting, management, and configuration training, led by vendor provided instructors, for management personnel.
 - c. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if the City's staff completes various levels.
3. Provide pre-recorded or online training. This would allow for refreshers and on boarding new employees.

Acceptance - The City requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

Financial Information - Detailed pricing information is needed on the system. Provide the following financial data:

1. The response **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to:
 - a. Complete installation of all system components and software.
 - b. Complete programming of all system components and software.
 - c. Complete testing of all system components and software prior to system cutover, including QOS testing.
 - d. PSTN coordination including:
 - i. Coordination of PRI and/or SIP trunk installation with the PSTN service provider selected by the City.

- ii. Coordination of calling plan to allow for four-digit dialing between stations.
 - e. On-site station reviews and determination of user requirements.
 - f. Full system configuration documentation provided to the City to include all station features and function, complete trunking configuration information, and complete call flow information by station.
2. Cost detail for any non-standard features and optional items as detailed in the system specifications.
 3. Any additional charges which apply for shipping and handling. Please specify dollar amounts.
 4. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 5. Add/delete cost schedule for all system components, software, and station equipment - details on addition or deletion of all network components must be included. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
 6. Maintenance costs for the system for Year 1 and for Year 2, as configured. Please show each year separately.
 7. If there is a 3-year, multi-year maintenance contract available that provides the City with additional discounts, please propose as an optional item and provide explanation of the proposed arrangement.
 8. The City requires the maintenance contract to provide 24x7x365 coverage.
 - a. Please describe any Parts Labor Warranty included in the proposal.
 - b. Clearly specify the warranty period for all hardware and software components.
 9. A specific maintenance cost must be clearly itemized for business day service on all proposed equipment and software.
 10. Equipment Leasing Options – Provide the interest rate and monthly lease rate factor for three-, five-, and seven-year lease options.

Estimated Implementation Plan

1. Please provide an estimated implementation plan with various milestones assuming the contract would be awarded by the end of **September, 2023**.
2. References:
 - a. Provide at least three references of similar installed systems in the area, using the tables provided below – expanding them as necessary to include all relevant information. The references must be for VoIP Enabled or VoIP system installations, multi- locations customers, with a minimum of 300 telephone stations, and a centralized voice mail system.
 - While you are free to provide any references, ideally, the City would like to talk with other municipalities.
 - The City may wish to conduct site visits with one or more of the references provided below.
 - Be advised, references are a major element of the customer's selection criteria.

Voice Mail System

The City requires voice mail functionality as part of this procurement. The proposed voice mail system must be compatible and integrate with the system being proposed. The vendor is required to gather configuration information and provide a turn-key installation.

The proposed system should allow the City to define a call coverage forwarding path depending upon if the call to the station is internal or an external call. It should allow the City to define by Station how the user would like his or her telephone to forward to the coverage point or voicemail. A coverage point is defined as any other phone on the system or the voicemail system. Please explain how the proposed system could deal with this circumstance.

1. System Configuration
 - a. Clearly indicate the number of simultaneous calls the system will support as configured and the overall storage capacity, in hours, as the system is configured.
 - b. Additional licenses will be Voicemail only. These voicemail boxes will be used for Police officers and in other areas TBD.
 - c. The City provides Voicemail Boxes for many users throughout the City operation that do not have specific phones and will be using the Hot Desking operation to log in and log out of the system. Please describe the operation of the voicemail system in this environment.
 - d. The City prefers a non-blocking system but requires no less than 24 simultaneous calls.

Specify the maximum capacity the proposed system provides.

1. Features - Specifically, the proposed system must have the following features:
 - a. Announcement Boxes
 - b. Immediately light a message-waiting lamp on the appropriate telephone when a message has been taken. This message waiting indication must be noticeable.
 - c. Automatically turn the message-waiting lamp off when all the messages have been heard and/or delivered.
 - d. Provide for automatically forwarding calls from a busy, unanswered, or call forward telephone to the appropriate mailbox without requiring the caller to dial a mailbox number or any additional codes.
 - e. If the caller does not wish to leave a message, the proposed system must allow the caller to escape from the voice mail system to a pre-programmed extension number. The system must allow for multiple targets for these "escape" calls. Does the proposed system have any limitation on the number of targets per system? Can the target be a telephone number outside the proposed system?
 - f. Allow an external caller to finish a message by simply hanging up. Systems that require the caller to touch a key on the telephone pad to save a message will not be considered.
 - g. Archive Messages - Describe the options for archiving stored messages and the process to accomplish this function. Clearly define the tasks of both station users and system administrators in the archiving function.
 - h. Check Receipt of Delivered Messages.
 - i. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?
 - j. Changeable Passwords
 - Can the user change passwords?
 - Can the user be forced to change passwords?
 - If so, can the administrator establish the frequency of the change? If so, by system or by

station?

- What is the minimum password length? Maximum?
- Will the system provide a “lock-out” after input of an invalid passwords?
- If so, is the number of invalid entries programmable by the user? Or is it system controlled?
- Can the voice mail password be the same as the user’s network password?

k. Forward and Backward while Listening to a Message - Does the proposed system provide the capability to allow a user, when listening to a message, to skip ahead to a later part of the message, or backward to a past part of the message? Please be specific.

l. Guest Mailboxes

m. Group Mailboxes

n. Message Save

o. Message Delete

p. Message Pause

q. Message Privacy

r. Message Replay – explain the options available.

s. Message Redirect and Comment

t. Message Respond

u. Message Retrieval Greeting - Explain the available options for the system greeting the caller hears upon retrieving messages. For instance, does the system indicate the number of messages not yet heard? Message Rewind.

v. Message Speed - Does the proposed system provide the user the capability to speed up or slow down the replay of the message?

w. Message Undelete

x. Mirrored Mailbox - Does the system provide the capability to store the same message in more than one mailbox?

y. Outbound Notification of Messages - This feature must include notification to a radio paging device, cellular telephone, email, or other telephony equipment. Priority Notification of messages - This feature must allow a caller to select a priority or urgent status for message notification, and then provide for an alternative notification capability. For instance, a normal message may light a message-waiting lamp, while a priority message will out-call to a radio pager.

z. Priority Queuing of Messages

- aa. Recent and Past Change History - Describe the capabilities of the proposed system to provide documentation on both recent changes to an element of the system (mailbox, port, etc.) and all past changes to an element of the system.
- bb. Skip Forward Through Messages
- cc. Personalized Greetings – Multiple – Provide (at a minimum) the system users with the ability to have a greeting when there is no answer at their phone and another different greeting when they are on the phone. And explain any other options available.
- dd. Specifically, the City uses Temporary Absence Greetings throughout the operation. Please describe the proposed system's capabilities regarding this specific feature.
- ee. Personalized Greetings – Menu - Will the system provide a menu of options in an individual user's greeting? For instance, "If your call is about A, press 1. If your call is personal matter, press 2." If the caller selects 1, the message is recorded simultaneously in two pre-selected mailboxes, or routed to a different mailbox than if the caller selects 2.
- ff. Scheduled Delivery of Message.
- gg. Speech Recognition - Can the proposed system provide command access through user speech? If so, clearly describe the functionality, features, limitations, and as an option provide pricing for all required system hardware and software components to implement this feature.
- hh. Message Distribution Lists - Please provide a detailed explanation of the procedure for creating and broadcasting a voice mail message to voice mail users in a distribution list. Clearly define any limitations on the number of distribution lists per user and the number of users per distribution list. Can distribution list be "chained" to effectively increase the number of users per list? Is there a system-wide broadcast capability? If so, how is it controlled and managed for sending and receiving?
- ii. Remote Access - The system must allow users to access their mailbox from outside of the system without the assistance of an operator.
- jj. System Administrator Reports - Please indicate what types of management reports are available with the proposed equipment. Also, indicate if additional hardware/software is required to generate the management reports.
- kk. The City requires these reports to be able to be obtained in both printed and electronic format. Please indicate if this is included and what the electronic format used. If the reports are in a proprietary form, please describe any conversion process. Please indicate whether the proposed voicemail system will provide City with the ability to review voicemail box activity and when each box was accessed. This feature may provide a valuable tool to determine if voicemail boxes are being checked and managed.
- ll. Variable Settings for Maximum Message Length.
- mm. Time-of-Day Stamp.

Voice Mail Training

1. Include in the proposal a detailed explanation of the training you will provide for voice mail users, as well as the system administrators. Please indicate on which functions the system administrator will be trained. At a minimum these must include station programming and system back-ups.
2. The system pricing detailed must include:
 - a. Classroom training, on working telephones, led by vendor provided instructors, for all users. The City would like the selected vendor to provide training classes for all system users in class-room groups of 12 or 15 attendees.
 - b. The City will provide a conference room to conduct classes and can provide the needed network switch for the training phones to be connected. The City requires the selected vendor to install the needed telephones for the training sessions.

- c. System programming, reporting, management and configuration training, led by vendor provided instructors, for management personnel.
- d. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and what certifications would be provided if the City's staff completes various levels.

Automated Attendant Function

The City will use various Automated Attendant functions for departments throughout the City to handle various types of incoming calls. Direct Inward Dialing will be used in conjunction with this function. The automated attendant should provide functions for the following:

1. After Hours Announcement and options.
2. Preprogrammed Alternative for Holidays.
3. Custom greetings for special events.
4. The City's personnel want the ability to prerecord messages and/or greetings for holidays, office closings, etc. and to change from one greeting to another from a remote location, not on the system. Please explain in detail how this would be accomplished.
5. Provide various exits from the Automated Attendant.
6. The system must allow the caller to dial his or her choice at any time during the message.
7. The City also uses the Automated Attendant at each location as over-flow coverage, in the event that local City Administrative support is busy on another telephone call, the Automated Attendant for that specific location answers the incoming call and offers the standard choices defined by that location.

Message Integration

1. Describe the proposed system's capability to provide for "unified messaging" using Office 2019 or 365. Pricing for unified messaging for all voice mail users must be included.
2. Does the proposed unified messaging software integrate directly with Outlook, Exchange Office 365 and Office 2019? Does it provide direct dialing from the Contact list? If so, please describe how the products integrate.
3. Does the proposed unified messaging software integrate directly with Outlook Office 365 and Office 2019? If so, please describe how the products integrate and what mail protocol options are available.
4. Which electronic mail protocol(s) does the Unified Messaging system support?
 - a. IMAP, POP3, SMTP, others?
 - b. Please discuss the pros and cons of each in a Unified Messaging environment with Office 365 and Office 2019.
5. When a voice message is received in a Unified Messaging environment, will the entire voice message be transmitted to Office 365 or Office 2019 in addition to header information? If not, what will the user see in Outlook, Office 365 and Office 2016 when they have received a voice message?
6. Please describe where the voicemail messages will be stored and whether the messages will be stored on a voicemail appliance or the Office 365 or Office 2019 Environment.
7. Will the user be able to listen to voice messages through Outlook, Office 365 and Office 2019?
8. In the experience of the vendor, on average, how much disk space does an average message consume within Exchange, Office 365 and Office 2019? Are any compression algorithms available to reduce disk utilization?

9. Click to Dial Operation – Optional - Please describe how the system can provide click to dial operation from various sources including Outlook, Exchange, Office 365 and Office 2019 contacts and other sources.
10. VMWare View Compatibility – The proposed desktop client should be compatible with VMWare.

Redundancy and Disaster Recovery Issues

Redundant Operation - Please design the proposed system to provide the ability to terminate existing PRI or newly installed SIP in **City Hall and any other needed location.**

1. The system should be designed to provide the City with redundant operations allowing these locations to be fail-over sites for each other both for telephone operations and trunking.
2. The system(s) should also be configured to provide redundant power supplies, CPUs, and Disk/Drive Operation for the telephone and voicemail system.
3. Ideally the system should provide Hot-Swappable Disk Drives.

Premise-Based Solution

1. It is the intent of this procurement to install the core of the new systems in City Hall.
 - a. Please provide an explanation of the proposed systems capability to provide the active operation.
 - b. It is the intent of the City that, in the event of a failure of one of the core system servers, no calls would be lost and stations would re-register to the available server automatically.
 - c. Can the servers be virtualized using VMWare?
2. The Proposed system should also have both back up power supplies, CPU technology and Disk Drives.
 - a. Ideally, the system should provide hot swappable power supplies and disk drives.
3. System Outages
 - a. When software maintenance is performed on the system, is a restart required?
 - b. Typically, what will the duration of a system restart be for a system of this size?
 - c. What, if any manual intervention is required for a restart?
 - d. In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
4. Disaster Back-up Service - Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
5. Software Back-Up & Restoration - Describe the process for downloading the system software to a backup media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voice mail? Both? Can they be backed-up simultaneously? On the same media? As part of a maintenance contract will your personnel perform the backup and keep the off-site spare?

Hosted-Solution Proposals

If you are proposing a hosted solution your proposal must include:

1. The phone types listed in the RFP
2. Trunking and line design as requested in the RFP
3. Detailed description of the design, connectivity to/from each site
4. If you are using the City's data network to distribute your proposed hosted design, your proposal must include all components necessary to deploy the design. (i.e. network switches)
5. The proposal must include all features requested in the RFP for users throughout the system.

6. If the use of any of these features is measured and priced by the number of times the City uses the feature, your proposal must include the incremental cost of the use.
7. The hosted solution must include the survivability for each site as requested in the RFP. This means that if the internet or WAN connection for an individual site is lost, the equipment installed locally is configured to use a local POTS line as it's back up.
 - a. Routing of specific telephone numbers to cell phones is not acceptable for recovery.
8. Pricing quotes should include any one-time costs and monthly costs for the proposed service for each location.

Financial Information - Please provide the following financial data:

1. The response MUST INCLUDE an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include:
 - a. Complete installation of all system components and software
 - b. Complete programming of all system components and software
 - c. Complete testing of all system components and software prior to system cutover, including QOS testing.
 - d. On-site, department by department interview meeting station reviews and determination of user requirements.
 - e. Full system configuration documentation provided to the City to include all user features and function and complete call flow information by station.
 - f. Any additional charges which apply for shipping and handling. Please specify dollar amount.
 - g. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - h. Add/delete cost schedule for all system components and software. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
 - i. Maintenance cost for the system, as configured, after the warranty period. Clearly specify the warranty period for all hardware and software components.

Maintenance and Warranty

1. **Warranty** - Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
2. **Factory-Trained Personnel** - Indicate the number of service personnel in Los Angeles County factory-trained to maintain the proposed system, including the street address of the service location.
3. **Qualified Personnel** - Indicate the number of service personnel in the area qualified to maintain the proposed system, including the street addresses of the service locations. This should include factory-trained personnel, personnel trained by the vendor and all other individuals who can perform technical services on the system.
4. **Service Centers** - Provide the locations and hours of operation of the service centers to be utilized. The City may wish to conduct a site visit to the contractors' Service Center.
5. **Spare Parts** - Provide a general listing of the spare parts available from each of these service centers.
6. **Maintenance Plans** - Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance. Provide the monthly maintenance contract price based on the initial equipped configuration including details on how this price is

computed. The City is capable of performing some basic maintenance routines. Please provide information on any charges associated with customer provided maintenance.

7. **Hourly Service Rates** - Indicate the hourly rate the City can expect for service not covered by warranty or service contract for each of the proposed systems.
8. **Service Response Times** – The City requires the selected vendor to include a minimum of a four-hour emergency response time to emergency outages.
9. **Maintenance Cost Escalation** - Provide the rate at which the maintenance contract costs are escalated including any contractual limits in escalation of costs.
10. **Modification Lead-Time** - Specify the amount of lead-time required for moves, changes, additions, and deletions.
11. **Repair Response Times** - Describe the expected and guaranteed response time for “regular” and “emergency” services. Indicate what you define to be “regular” and “emergency” service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable.
12. **Service Alternatives** - Indicate the provisions for service and spare parts if your business terminates, is subjected to a strike, or shut down for any reason.
13. **Default** - State what recourse is available if the proposed system does not perform as quoted and the customer is faced with loss or interruption of service. Be advised that some form of liquidated damages for non-performance and/or system failure will be required in any final agreement.
14. **Performance of Maintenance** - Clearly identify if the proposer or a third party will provide maintenance services. The City will require the right to reject any third parties or sub-contractors under this agreement and in any event proposer will be responsible for all maintenance services.
15. **Remote Maintenance.**
 - a. Provide information on the capabilities of the system to interact with the Remote Maintenance Center (RMC) of the proposer.
 - b. How does the system notify the RMC of a trouble?
 - c. What diagnostic capabilities does the RMC have?
 - d. Can the customer communicate directly with RMC personnel?
 - e. How frequent is the proposed system polled by the RMC for routine maintenance?

Pricing.

1. **Pricing** - Expand the following tables as required to provide itemized, component pricing for the proposed system to meet the requirements. The component name should be clear and understandable, not a code or stock number. The Discounted Price must be the actual cost the City will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Discounted Price. **Please provide the options for our current PRI solution as well as a SIP solution.**
 - a. Telecommunications system as defined. Include all required components.

EXHIBIT “C”

Delivery and Installation

The City anticipates cutover of all locations to be completed by or before **September 20, 2024**. Please indicate whether this schedule can be met and identify the tasks, including site preparation that the City and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.

1. Implementation Plan - The vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of the City during the implementation process.
2. Risk of Loss - Please state when the customer assumes risk of loss or damage.
3. System Physical Requirements - Please indicate the requirements for each location, for:
 - a. Floor Spacing
 - b. Floor Loading
 - c. Wall Space
 - d. Environmental factors such as air condition and ventilation.
 - e. Minimum size door opening required for equipment movement.
 - f. Specify the electrical and grounding requirements for the proposed system. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, the vendor will be responsible for any necessary modifications.
1. **Equipment Reduction** - Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.
2. **Equipment Delivery** - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
3. **Manuals and Brochures** - Please provide hard copies and electronic versions of the following as part of the proposal:
 - a. Station user's manual (1 for each telephone).
 - b. Voice mail user's manual (1 for each License)
 - c. Any other pertinent reference information.
 - d. The City expects the selected vendor to produce a short version of the user guide to be provided to each system user. This guide should be customized to provide steps to use the features specific to the City's system design and selected feature group.
4. **Manufacturer Relationship** - Please describe your precise relationship with the manufacturer of the proposed system (i.e., dealer, distributor, branch, common parent, etc.) Proposers who do not hold primary full dealership status with the proposed manufacturer and who are dependent on secondary distributor arrangements to obtain product and direct access to manufacturer level engineers are not acceptable.
5. **Manufacturer's Commitment** - The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover. **If the vendor is other than the manufacturer, then a letter of similar commitment from the manufacturer must be included in the proposal.**
6. **Warranty** - The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed

EXHIBIT “C”

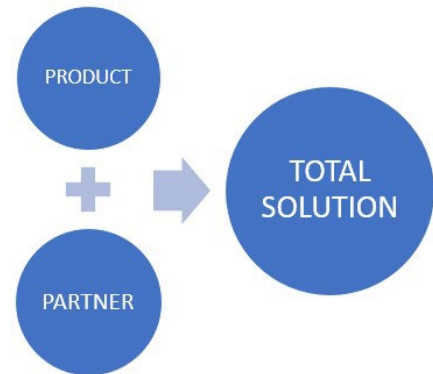
work. The Proposer shall, at their own expense and without cost to the City and within a

reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the City and at no additional cost.

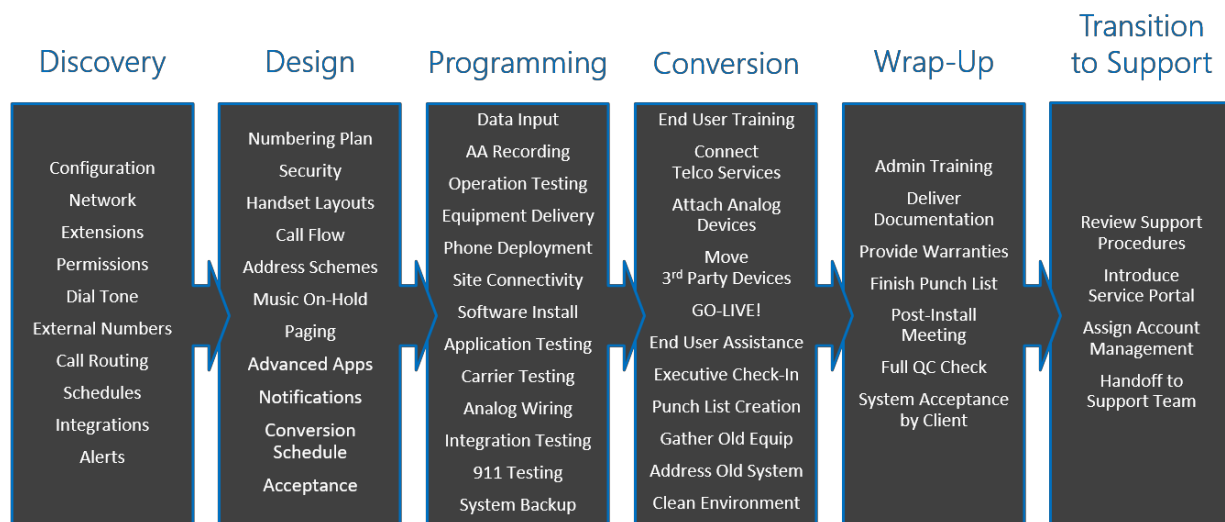
7. **Software Assurance** – Maintenance and support quotes should include software assurance protection for the City. Please itemize this cost.
 8. **Software Updates** – Please describe the following regarding available software upgrades:
 - a. How is the City notified of new software upgrades and tools available for **ALL** the systems proposed?
 - b. Does your company require software updates at these intervals or are they included/or optional?
 - c. Are software updates included in the maintenance contract?
 - d. In the case of VoIP solutions, do you provide recommended/required software updates for all network hardware in addition to the proposed system?
 - e. Please provide typical frequency of software updates on an annual basis.
9. **Test Plan** - The Proposer will develop and execute a test plan and final walk through with the owner’s project manager in attendance. The test plan and walk through will include:
 - a. Testing of all connectivity between switches.
 - b. Random testing of port connectivity.
 - c. Verification of each VLAN.
 - d. Verification of Internet access.
 - e. Integration between Voicemail and Exchange – Unified Communications
 - f. Printed copies of all equipment configurations for the City’s project manager review.
 - g. Conducting a final walkthrough inspection of the installation with the City’s project manager and the preparation of a punch list of items that need attention prior to final acceptance.
 - h. Completion of the punch list items and the request for a final acceptance walk through with the City’s project manager.
 - i. Final acceptance of the installation.

Methodology – Section 5

Intelesys' is continually recognized when working with municipalities similar to the City of Monterey Park because we understand that the product is only a piece of the solution. **It is equally critical that your partner understands how to best design and implement that product so that it provides you with the greatest benefit**, customized specifically to your needs.



Through our many government implementations, Intelesys has developed our **White Glove Implementation Process**, comprised of **6 phases** that ensure the end result surpasses your expectations, reflects positively on your team, and is something you can be proud of. Directed by your dedicated Intelesys Project Team consisting of your Project Manager, Account Manager, and Senior Engineer, you'll see why this process is what we've become known for.



Phase 1: Discovery

Our goal is to learn as much as we can about the operations of the city so that the solution we deliver truly meets your needs. Our team works with you to personally interview the staff, departments and groups within your city to identify how we can customize the solution to work best for each. The information we gather is well-documented and used throughout the process as a benchmark to ensure we are aligned with your goals.

Phase 2: Design

In this phase, we utilize all the information our team has gathered to perfect the design for the City of Monterey Park. Here, we tailor your system from the ground up to ensure that it provides the best experience for external callers and internal staff alike. We design the system to be intuitive, so users are quick to adopt features and there is a feeling of “this just makes sense.”

- From the start, we take a 2-focus approach to design:
 - What is required *right now* to meet the city’s needs?
 - What is the city’s *future direction*, so that we can plan to accommodate change?
- Our understanding means that everything in the design is intentional. From call flow to your numbering plan, to programmed button positions on your phones, we know from experience that it’s the small things that can have the greatest impact in how users perceive your system. We leave nothing in the design to chance.
- Prior to initiating any programming, your Project Team will review the design with you for your approval. We want you to always be in the loop with what’s going to happen before it happens.
- The proposed solutions are capable of scaling far beyond their current need so you’re never “boxed in” to a solution that doesn’t fit. Intelesys implements best-practices early on in the design phase that make it easy to accommodate future growth.
- As phone use changes, both the proposed solution architecture and Intelesys’ proactive design means that it requires minimal effort to add, change, or remove resources as needed. This allows tight alignment with what the City of Monterey Park needs at any given time, allowing you to control costs and resource allocation.

Phase 3: Programming

Our highly certified team goes to work configuring your proposed solution from the ground up. Programming begins from square one so that we have full end-to-end control of how your system is built.

- Our in-house voice talent will record all custom prompts and auto-attendant menus so that you continue to convey a professional image to callers.
- Our team performs exhaustive testing prior to conversion, including carrier testing, integration testing, 911 testing, and more.

Phase 4: Conversion

This phase is the most visible to the majority of your staff, and we take great care to ensure that we leave a lasting positive impression! Understanding that disruption to your staff is unacceptable, we schedule all installation to occur around the workday.

- Our Client Education Team is a key part of what makes Intelesys one of the highest-rated VoIP solution integrators around. We work with your team to design the best plan for training each and every person at all locations across the agency who will be using the new proposed platform.
 - **End-User Training Sessions:** Our trainers will meet with your staff in convenient groups, small or large, at every site to introduce the new phones and clearly demonstrate how to use the specific features they will be able to take advantage of day-to-day.
 - **Ongoing Resources:** We provide videos and documentation you can make accessible on your network for users to reference as needed.
- Off-hours, our engineers connect your new phone equipment and confirm that all calling capabilities and quality meet our strict standards. We test inbound and outbound calling, system failover, 911 functionality, and many other areas before the system is certified "live."
- **GO-LIVE!** As we bring locations online with your new VoIP solution, we have a team dedicated to you **onsite** to ensure a seamless transition.
 - We are side-by-side with your staff for any questions and hands-on support as they start to use the new phones for the first time.

- We spend 1-on-1 time with executives and key individuals to ensure their comfort with the functions they need in order to be effective.
- During the conversion, we maintain a punch-list of any modifications that are requested so that we can work with you to prioritize how they are addressed.
- Our team will remove your existing phones as soon as your new VoIP system is live and the areas are then cleaned of all related elements.

Phase 5: Wrap-Up

We make sure that we finish as strong as we begin, leaving no loose ends unaddressed. We're not satisfied until everything is buttoned up.

- **Comprehensive Administrator Training:** This is your system, and we want you to be confident about managing it. Your administrators will receive customized training led by a certified Engineer who understands what it's like to be in your shoes.
- Any outstanding items on the punch-list we've created are addressed in full.
- Your Intelesys Project Management Team sits with you for Post-Install Meeting to review the success of the implementation.

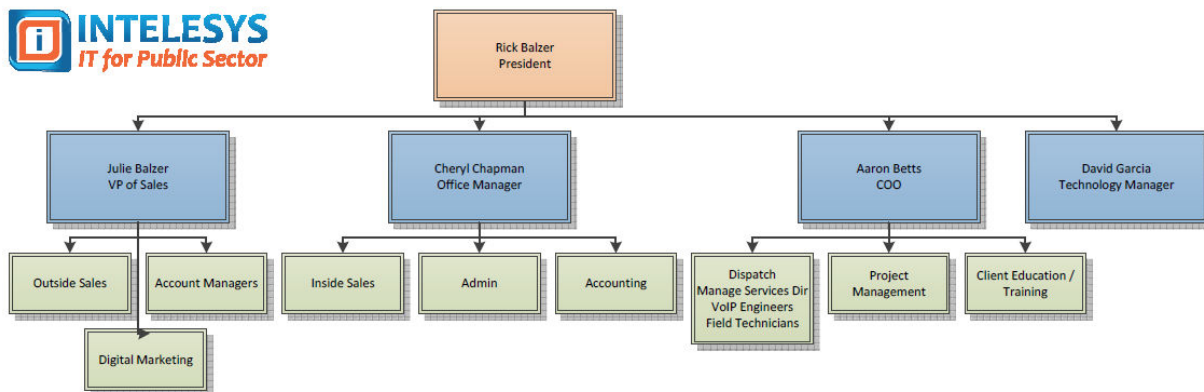
Phase 6: Transition to Support

As a government entity you are a VIP client to Intelesys. We want to properly introduce you to the level of service you will continue to receive long after your deployment is complete.

- Our Service Manager will personally meet with your team to formally transition you to support.
- Internally, we conduct a meeting with our entire Service Team to familiarize them with your account and how we've designed the proposed solution to meet your needs. Most importantly, we want our team to understand all we will have learned about how the City of Monterey Park operates so we can provide a unique level of service that continues to surpass your expectations.
- As security updates and new features are released, our team will test and analyze them against their impact on your specific environment. We will let you know what benefit each update brings and then schedule a time, off-hours, install them (and test – again) for you!

Project Management – Section 6

Intelesys runs a flat organization chart which provides the City of Monterey quick and easy access to our President, Rick Balzer, should you ever need it. Keeping executive oversight on all projects allows for flexibility and rapid response for our Municipal projects.



Your project team will be led by our COO and Operations Manager – Aaron Betts. Aaron is an executive member for Intelesys and has 27 years in the technology industry. He oversees all Municipal projects and oversees their account management. Aaron has proudly maintained a 97% client retention rate since taking the helm at Operations in 2015. His department maintains a Net Promoter Score that qualifies Intelesys as World Class Support with companies such as Harley Davidson, Apple, Nordstrom, to name a few. In fact, the last 16 quarters have seen, through an independent blind survey, a satisfaction rating of 98% across our clients.

For your VoIP installation project, the team will consist of a Project Manager, Senior Engineer, Field Engineer, Systems Trainer, and others as needed.

Your Project Manager serves as a product & systems expert available to support your needs and how our solution can meet them.

Your specific account management team will be determined further along in the sales cycle. As we progress in the sales cycle then we can provide bios and further details.

At kick-off, Intelesys will present a proposed project timeline. We will set up weekly review meetings with City staff members to ensure the project milestones are being met on both sides and identify any potential issues as soon as they arise.

All project change orders will be discussed and approved by the City of Monterey Park before being implemented.

Assigned Personnel – Section 7

Intelesys prides ourselves on the quality of our team and the level of their expertise. From start to finish, you can expect to work with the same team who will ensure that the goals we identify throughout our VoIP Phone System relationship remain in focus all the way through to achievement.

Our core project team for the City of Monterey Park's VoIP Phone System Solution is identified below. All staff are CJIS and CLETs certified.

For the on premise MiVoice Business solution, David Garcia will be your technical project lead. For the Hosted solutions, Ring Central and GoTo, Matthew Saenz will be your technical project lead.

Aaron Betts, Operations Manager

Mr. Betts has managing the Operations Department of Intelesys since 2014. Mr. Betts has overseen hundreds of telecommunication system conversions during his tenure. Mr. Betts will oversee the project from a management perspective ensuring that all major milestones and deliverables are identified and met on time and within budget. Mr. Betts will be the main point of contact for the city during the installation project.

- Started with the company in 2012
- Mr. Betts has been in the IT industry for 27 years
- Mr. Betts has been managing the Intelesys Service Department since 2014. During this time he has maintained a 97% client retention rate and a client satisfaction rate in the high 90's.
- Mr. Betts has certified in various disciplines from technical trade schools and vendor specific universities and holds various technical certifications
- Mr. Betts provides day-to-day operational oversight on all Intelesys projects, and is currently the Program Manager for all clients with over 500 endpoints, and all Municipality and K-12 clients
- Mr. Betts has successfully managed hundreds of client projects bringing them to a close on time and within budget.

David Garcia, Premise Solution Specialist

Mr. Garcia oversees all technical projects for Intelesys. Mr. Garcia has deployed and configured hundreds of client VoIP solutions as well as consulted on hundreds more. Mr. Garcia not only has extensive PBX experience; he also is one of Intelesys' senior networking engineers. He will assist in network evaluation as well as system design and implementation of the new VoIP platform. Mr. Garcia is an escalation point for any technical issues that arise during the project and for the service department on a daily basis.

- Started with company in **2004**
- Mr. Garcia is certified on a variety of data products such as Cisco, HP, and Microsoft. He holds numerous certifications on Mitel including installer, advanced engineer, enterprise call center, mobility, and collaboration
- Mr. Garcia provides Network Design for Intelesys. He has been instrumental in Network vulnerability scanning and remediation. As well as network isolation and network routing.
- Mr. Garcia provides technical supervision and design for all Intelesys projects either exceeding 500 endpoints and/or is deemed of strategic business importance to Intelesys, such as all local municipalities and K-12 deployments.
- Mr. Garcia has held numerous technical positions within the IT and telecommunications field throughout his career. Mr. Garcia has led the technical and product direction of the company since 2013.
- Mr. Garcia leads all network related projects that include switches, firewalls, servers, and virtual environments.

Jessye Gentry, Training and Support Specialist

Ms. Gentry leads our client's training and education in the telephony area. She specializes in both premise, MiVoice Business solutions as well as hosted GoTo, and Ring Central PBX solutions. Ms. Gentry will coordinate, schedule, and perform all the end user training for your hosted PBX solution. Ms. Gentry will provide printed training materials, as well as optional video recordings of the trainings for future onboarding. Ms. Gentry also oversees the client support experience. She will ensure that any support requests are opened and addressed in an appropriate timeline and oversee the completion of said requests.

- Started with Intelesys in 2021
- Ms. Gentry has trained hundreds of end users on both hosted and premise VoIP systems.
- Ms. Gentry oversees all support tickets and monitors their progress to completion.

Matt Saenz, Hosted Telephony Specialist

Mr. Saenz manages our hosted installations and client transitions. He is certified in Mitel MiVoice Business, GoTo Connect, Ring Central, and many other phone system platforms. Mr. Saenz designs and programs our clients PBX deployments both Hosted and on premise. Mr. Saenz has a vast knowledge of VoIP technologies, protocols, and best practices. Mr. Saenz has programmed hundreds of client's phone systems.

- Started with Intelesys in 2010
- Mr. Saenz has 20 years of PBX and Telephony support
- Mr. Saenz has lead client telecom transitions since 2018. Specializing in Municipal and Education clients
- Mr. Saenz specializes in client support in both networks and telephony
- Mr. Saenz has expertise in designing, programming, installing, analyzing, and troubleshooting premise and hosted PBX solutions.
- Mr. Saenz is SonicWall CSSA and MikroTik MTCNA & MTCSE certified.

Charles Henigan, Security & Network Specialist

Mr. Henigan is the lead Security Specialist for Intelesys. Mr. Henigan ensures that new PBX deployments adhere to the IT security policies and regulations that our clients have in place. Mr. Henigan has many years of knowledge in network design and communication security. He regularly looks at our clients systems for potential vulnerabilities and looks for mitigation paths for them.

- Mr. Henigan was brought on board with Intelesys in **2019**. He is a 25 year industry veteran specializing in Network Security.
- Mr. Henigan holds multiple industry certifications, including Microsoft Certified Systems Administration, Security+ SY0-501, and Cisco CCNA. He is currently certifying for his CPT (Certified Penetration Tester) and CEHv11 (Certified Ethical Hacker) certifications.
- Mr. Henigan has worked closely with healthcare and private organizations for over 20 years to provide Cybersecurity Assessments, Security remediation, Network hardening, and Firewall management.
- Mr. Henigan has developed a security baseline for our clients. He leads the team in network vulnerability scanning and remediation and network hardening.

Schedule - Section 8

A thorough project timeline will be developed to manage project tasks, key milestones, project communication, and adherence to the project schedule in meeting the expected conversion.

The timeline will be used by our staff and assigned department staff during the project duration and on a weekly project status call. The City of Monterey Park should plan on a 6-8 week conversion process from contract signing to final conversion.

Included is a sample timeline assuming the project is awarded on September 30th.

City of Monterey Park

Sample Install

This is a sample project plan - actual plan will be customized for the City of Monterey Park upon kick-off call once awarded

Intelesys
Aaron Betts

Project Start: Mon, 10/2/2023

Display Week: 1

Display Week:					1	Oct 2, 2023							Oct 9, 2023							Oct 16, 2023							Oct 23, 2023							Oct 30, 2023							Nov 6, 2023							Nov 13, 2023							Nov 20, 2023						
TASK	ASSIGNED TO	PROGRESS	START	END																																																									
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S															
Project Kickoff - Assignment identification					10/2/23					10/2/23																																																			
Phase 1 DISCOVERY																																																													
Gather all users & extensions	Intelesys / Monterey Park		10/3/23	10/5/23																																																									
Collect all numbers	Intelesys / Monterey Park		10/9/23	10/12/23																																																									
Download current system programming	Intelesys		10/10/23	10/11/23																																																									
Identify all integrations	Intelesys		10/16/23	10/17/23																																																									
Identify all dial tone and begin porting process	Intelesys		10/18/23	10/20/23																																																									
Phase 2 DESIGN																																																													
Department Head Design Sessions	Intelesys / Monterey Park		10/23/23	10/26/23																																																									
ACD Agent Call Flow Design	Intelesys / Monterey Park		10/30/23	10/31/23																																																									
Identify Music on Hold	Intelesys		11/1/23	11/1/23																																																									
Determine any paging	Intelesys		11/1/23	11/1/23																																																									
Phase 3 PROGRAMMING																																																													
Data Input	Intelesys		10/30/23	11/3/23																																																									
AA Recordings	Intelesys		11/6/23	11/7/23																																																									
Equipment Delivery	Intelesys		11/6/23	11/7/23																																																									
Phone Deployment	Intelesys		11/8/23	11/14/23																																																									
Software Installation	Intelesys		11/8/23	11/14/23																																																									
Phase 4 CONVERSION																																																													
End User Training	Intelesys / Monterey Park		11/13/23	11/14/23																																																									
Configure analog devices	Intelesys		11/13/23	11/14/23																																																									
Port Numbers	Intelesys		11/15/23	11/15/23																																																									
Go Live	Intelesys		11/15/23	11/15/23																																																									
Gather old Equipment	Intelesys		11/15/23	11/15/23																																																									
Phase 4 WRAP-UP																																																													
Admin Training	Intelesys		11/20/23	11/20/23																																																									
Finish punch list	Intelesys		11/15/23	11/17/23																																																									
User Acceptance Testing	Intelesys / Monterey Park		11/21/23	11/21/23																																																									
System Acceptance	Intelesys / Monterey Park		11/21/23	11/21/23																																																									
Phase 4 TRANSITION TO SUPPORT																																																													
Review service procedures	Intelesys / Monterey Park		11/22/23	11/22/23																																																									
Introduce customer portal	Intelesys / Monterey Park		11/22/23	11/22/23																																																									
Assign account management	Intelesys / Monterey Park		11/22/23	11/22/23																																																									
Service Handoff	Intelesys / Monterey Park		11/22/23	11/22/23																																																									

Program Monitoring – Section 9

Our project timeline will be shared online and updated consistently throughout the implementation phase with specific tasks, assignments, and milestones. A weekly project call will be set as a check-in point for all project staff to report on progress, highlight any concerns, and be updated with the overall project status. The calls will be recorded for any staff that may have missed the meeting or need to reference back to a specific topic. A project lead is assigned on the Intelesys side to drive all pertinent communication and serve as a single point of contact for the water department staff. We strongly suggest the city also assign a primary project manager. All design meetings, resource needs, and onsite scheduling will be handled by the project manager. Intelesys will establish a project Direct Message group where messages can be sent to the team or to individuals, files can be shared, and alerts can be sent. Project members will get an email notification whenever a message is left for review.

If any part of the project goes outside of the original scope, a change order will be issued. Intelesys will confer with their city liaison on the project to get written approval for the change before any hardware or software is purchased.

With over 25 years' experience in designing and deploying communications solutions, Intelesys is well versed on potential risks that could impact a system conversion. The two most important tools we have in combatting risk are planning and testing. Utilizing a detailed project plan allows for key milestones and inflection points to be identified, as well as a tool in altering work flow when needed to adapt to change conditions. A primary area to pay close attention to is the scheduling and porting of telephone numbers to the new solution. Losing carriers are often not too interested in making sure your transition is clean, constant monitoring of date and communication of involved staff go a long way in setting the proper expectations. Having worked in the local market for over 25 years, Intelesys has established relationships with most all providers that we can tap into in case of emergencies. They value our business relationship as we share many clients with several providers. Another key area of focus from our staff will be training, we never get a second chance to make a first impression. If the system conversion is chaotic, staff will quickly lose faith in the chosen solution. Proper communication and education go a long way in easing the transition.

The day of conversion is well planned, well prepared for, and scheduled with enough time to react to last minute issues as they arise. A benefit to being local is we can dispatch to the installation locations several times during the process to confirm preparedness, as opposed to being sent from a remote destination with minimal time resource on site.

City Resources – Section 10

This project is presented as a turnkey solution and is intended to need minimal resources from the City staff. Intelesys recommends the client assign a lead project interface for the duration of the project who attends weekly status meetings until project completion. Our integration team will need minor support from the City of Monterey Park's IT staff to assist in port identification, firewall programming, and general network layout. Should any adjustments need to be made, Intelesys engineers will work in conjunction with the IT staff to implement the needed changes with a security first mindset. Intelesys also recommends internal staff familiarize themselves with the new platform via onsite training, remote training, and / or pre-recorded video training. Contact center staff should plan on more involved training to make sure the tools and reporting are used as effectively as possible. Lastly the City of Monterey Park should consider having 1-3 staff attend a more detailed administrator course on the programming and management of the new system.

Subcontractors - Section 11

Intelesys uses a project staff comprised entirely of in-house engineers. Intelesys does not subcontract any work for their projects.

Capability and References – Section 12

City of Rancho Cucamonga

Their Solution

- 21 locations
- 893 IP phones
- 31 wireless conference phones
- 1 month to design and plan
- 2 months to deploy and go-live
(50% faster than planned)
- 43 training sessions
with over 800 city staff trained
- Alec Martinez, alec.martinez@cityofrc.us



Key Features

- Wireless IP conference phones, fully integrated into the Connect, were installed in all city conference and training rooms. These phones can be moved anywhere within a multiroom radius without any physical connection.
- Enhanced Paging allows Battalion Chief to page any fire station from anywhere in the city while preventing similar access to unauthorized personnel.
- The Mobility feature – used as an app on users' smartphones – allows staff to make and receive job-specific calls on their cell phone, keeping the city from having to issue separate, city-owned cell phones. Users can dial internal extensions or outside numbers and still maintain the appearance of coming from the city's phone system.
- IntelesysOne also supplied the city's switching and routing infrastructure with a new \$1.5 million Cisco solution, allowing up to 10GB routing between sites.



City of San Marino



Their Solution

- Initial findings by Intelesys indicated concerns for successful system deployment
- Performed a network assessment for the city independent of the city's longtime outsourced IT provider
- Due to major network design flaws, Intelesys immediately assumed management of the city's network
- Transitioned network/security to a best-practice design, reducing costs and improving performance
- Specific system improvements made over the next 9 months including:
 - Corrected security issues based on network access
 - Consolidated open projects, by request, to produce an accurate IT budget by department
 - Expanded city's virtual server environment to include all major functions
 - Cataloged all software, identifying support status, ongoing contract costs, and license compliance
 - Aided PD in securing data security, public works retention policies, field software and hardware operation, and data redundancy
 - Created a centralized back-up and redundancy operation plan for the city
 - Aided in setting up city EOC
- With the turnover of the city CFO, Intelesys provided an executive resource to sit on the executive committee as IT Director to ensure a citywide technology budget was managed and outstanding projects budgets were identified.
- Currently the support team at Intelesys supports approximately 15 tickets per day for the City. Intelesys provides 100% of the technology support for the City, as well as fulfilling the executive role of IT Director at a cost of \$216,000 yr.

Key Features

- Redesigned network
- Mobility application for staff and remote access to network established
- Transition from legacy phone system to VoIP system

City of Lancaster



Their Solution

- 17 sites
- 450 phones
- 1 month to design and plan
- 6 months to deploy and go-live
- Michael Sanderson msanderson@cityoflanasterca.org

Key Features

- Re-design of entire City Hall network – creating multiple VLANs for network segmentation
- Point-to-Point wireless solution to provide IP phones at their soccer field office.
- Deployed IP phones to a stadium added after the implementation was complete.

Alternative Proposals – Section 13

Intelesys as a solution provider is presenting three options for the City of Monterey Park to choose from. The Work Program and the Methodology for all three solutions remain the same and therefore, we are referencing sections 4, and 5 of the RFP response. The Assigned Personnel would remain the same except for the lead technical engineer. As such, we are indicating below that difference. All three solutions have been discussed and included in the pricing section of the RFP response.

MiVoice Business – On Premise solution

Work Program – See section 4

Methodology – See section 5

Assigned Personnel – See section 7 for complete team. The Technical Engineering lead will be David Garcia.

GoTo Connect – Hosted solution

Work Program – See section 4

Methodology – See section 5

Assigned Personnel – See section 7 for complete team. The Technical Engineering lead will be Matthew Saenz.

Ring Central – Hybrid solution

Work Program – See section 4

Methodology – See section 5

Assigned Personnel – See section 7 for complete team. The Technical Engineering lead will be Matthew Saenz.

Conflict of Interest - Section 14

Intelesys does not have any conflict of interest with the City of Monterey Park, nor any of its employees. In our entire 30 year, corporate history, Intelesys, nor any of its officers, has not been party to any litigation nor have we had any contract cancelled due to breach or non-performance. Our firm has not been party to any public finance transaction during the past five years. We are proud of our organizational integrity and performance.

Platform Options Comparison



Major Feature Items	Mitel	GoTo	RingCentral
Platform Type	Premise	Hosted	Hybrid
5 Year Total Cost of Ownership	\$ 556,051.45	\$ 671,965.54	\$ 664,920.16
Managed in the cloud	✗	✓	✓
Redundancy - Internet	✓	✓	✓
Redundancy - Cellular	✓	✓	✓
Redundancy - Land based phone lines	✓	✗	✓
Audio Conference Bridge	Optional	✓	✓
Video Conference Bridge	Optional -Hosted	✓	✓
24/7 Support	✓	✓	✓
Included VIP Support	✓	✓	✓
Call Recording On Demand	✓	✗	✓
Call Recording Full time	Optional	✓	✓
Desktop client paired to desk phone	✓	✗	✓
Hold Music/Messages	✓	✓	✓
Hot Desking	✓	✓	✓
Mobility (Cell Phone)	✓	✓	✓
Auto Attendants	✓	✓	✓
Custom Schedules	✓	✓	✓
Visual Voicemail	✓	✓	✓
Voicemail Transcription Sent to Email	Optional	✓	✓
Voicemail Transcription Within Client	✗	✗	✓
Custom Greetings	✓	✓	✓
Ring Groups	✓	✓	✓
Basic Call Queues	✓	✓	✓
Presence Monitoring	✓	✓	✓
Call Analytics	✓	✓	✓
ACD / Contact Center	Optional	Optional	Optional
Team Messaging	✓	✓	✓
SMS Texting	✗	✓	✓
eFax	Optional -Hosted	✓	✓
Offers API	✓	✓	✓
Mix and match licenses	✓	✓	Limited
Proprietary SIP Phone	✓	✗	✗
Non proprietary SIP Phone	✓	✓	✓
Microsoft 365 / Exchange Integration	✓	✓	✓
Microsoft Teams Integration (Direct Routing)	Optional	✓	✓
Imbedded Teams App	✗	✗	✓
Uptime (Last reported)	99.999%	99.99%	99.999%

* Analysis based on current manufacturer data, rapid platform development may alter features and availability

** Some Teams features may be accomplished with third party products



Telephone System Solution Platform Pricing Summary



Product	Mitel - Premise System Purchase	Mitel - Premise System Lease	GoTo - Cloud System	RingCentral - Cloud System
Recurring Annual Costs				
Annual Total - Includes taxes and fees	\$ 23,470.00	\$ 23,470.00	\$ 119,172.04	\$ 116,954.68
SIP Dial Tone	\$ 12,288.00	\$ 12,288.00	Included	Included
One time setup / hardware Costs				
One-time Total	\$ 400,731.45	N/A	\$ 80,824.08	\$ 78,802.50
Lease Option 36 Month (.03044)	\$ 400,731.45	\$ 12,198.27	N/A	N/A
Lease Option 60 Month (.01936)	\$ 400,731.45	\$ 7,758.16	N/A	N/A
Lease Option 72 Month (.01677)	\$ 400,731.45	\$ 6,720.27	N/A	N/A
Free Month(s) Credit	N/A	N/A	\$ (4,058.74)	\$ (6,900.24)
Financial Analysis				
Total first year costs	\$ 413,019.45	N/A	\$ 195,937.38	\$ 188,856.94
Three year total cost of ownership	\$ 484,535.45	\$ 522,941.55	\$ 433,621.46	\$ 431,010.80
Five year total cost of ownership	\$ 556,051.45	\$ 620,809.65	\$ 671,965.54	\$ 664,920.16
Six year total cost of ownership	\$ 591,809.45	\$ 674,937.18	\$ 791,137.58	\$ 781,874.84

* Some numbers adjusted from provider bid to produce apples to apples comparison

* Current phone bill costs for lines will no longer be charged yielding significant savings

* Includes Intelesys VIP Government discount

* Seven year lease not available, quoted six year instead

Solution Platform Pricing				
				
Product	QTY	Mitel	GoTo	RingCentral
Recurring Annual Costs				
Office License per user with DID number	468	Similar below	\$ 62,899.20	\$ 58,911.84
Basic License per user with DID number	97	Similar below	\$ 11,872.80	\$ 8,718.36
Conference (1), ATA (2)	3	Similar below	\$ 367.20	\$ 269.64
Toll Free Number (Usage applies)	1	Similar below	\$ 12.00	\$ 11.88
Additional local number	1	Similar below	\$ 3.00	\$ 11.88
Recovery fee	81	Similar below	Incl	Incl
e911 Recovery Fee	81	Similar below	Incl	Incl
Poly CCX 600 IP Phone	20	Similar below	\$ 3,012.00	\$ 5,400.00
Poly Edge E100	40	Similar below	\$ 1,440.00	See E220
Poly Edge E220	148	Similar below	\$ 6,731.04	\$ 5,414.40
Poly Edge E320 / E350	316	Similar below	\$ 18,580.80	\$ 13,651.20
Poly Edge E550 / E450	26	Similar below	\$ 1,981.20	\$ 1,747.20
Poly Trio / Yealink CP926 Conference Phone	8	Similar below	\$ 1,392.00	\$ 940.80
ATA rental	10	Similar below	see below	\$ 336.00
SIP Trunks	50	\$ 10,800.00	Incl	Incl
Back-up Dial Tone	6	\$ 192.00	N/A	N/A
Redundant Cellular Internet (Main Site)	1	Not needed	\$ 169.00	\$ 169.00
Estimated taxes and fees	1	\$ 1,296.00	\$ 10,711.80	\$ 21,372.48
Annual Total		\$ 12,288.00	\$ 119,172.04	\$ 116,954.68

One time setup / hardware Costs				
System Infrastructure and Software		\$ 134,794.73	Incl	Incl
Phones		\$ 138,358.92	Incl	Incl
Hardware		\$ 9,995.00	N/A	N/A
Redundant Gateway		\$ 5,995.00	N/A	\$ 7,495.00
ATA	10	N/A	\$ 1,237.80	Incl
Algo paging adapter	1	N/A	\$ 425.00	\$ 425.00
Sales Tax		\$ 13,277.80	\$ 166.28	\$ 792.00
Estimated Professional Services (Includes design, programming, training and onsite deployment)		\$ 64,170.00	\$ 53,960.00	\$ 53,960.00
Network Readiness Assessment and Preparation - Assumes PoE in place, patch cables exist in data center, and phones will run inline with network devices. Minor cabling (Not included) may be required		\$ 9,975.00	\$ 9,975.00	\$ 9,975.00
Support - Optional after year 1 (Discounted, multi year included in Mitel TCO only)		\$ 15,225.00	\$ 14,400.00	\$ 14,400.00
Software Assurance (Multi-year applied for TCO)		\$ 8,245.00	Incl	Incl
Estimated Shipping		\$ 695.00	Incl	Incl
One-time Total		\$ 400,731.45	\$ 80,164.08	\$ 87,047.00
Free Month(s) Credit		N/A	\$ (4,058.74)	\$ (6,900.24)
Total first year costs		\$ 413,019.45	\$ 195,277.38	\$ 197,101.44
Three year total cost of ownership		\$ 484,535.45	\$ 433,621.46	\$ 431,010.80
Five year total cost of ownership		\$ 556,051.45	\$ 671,965.54	\$ 664,920.16
Six year total cost of ownership		\$ 591,809.45	\$ 791,137.58	\$ 781,874.84

* Some numbers adjusted from provider bid to produce apples to apples comparison

** Current phone bill costs for lines on the ShoreTel system will no longer be charged yielding significant savings

*** Includes Intelesys VIP Government discount

E-911 Station Locator Option Pricing

Optional Equipment	QTY	Mitel	GoTo	RingCentral
Type 1	6			
One Time Cost		Included	Included	Included
Annual Cost		Included	Included	Included
Type 2	100			
One Time Cost		\$ 1,800.00	Included	Included
Annual Cost		\$ 1,800.00	Included	Included
Type 3	568			
One Time Cost		\$ 5,800.00	Included	Included
Annual Cost		\$ 8,520.00	Included	Included

Optional Equipment

Optional Equipment	QTY	Mitel - One Time	GoTo	RingCentral
Call Accounting System	1	\$ 3,800.00	Included	Included
Conference Bridge	1	Varies	Included	Included
Recording Device/System (Storage applies)	1	\$ 4,500.00	Included	Included
SIP Trunking	Varies	Included - 50	Included - Unlimited	Included - Unlimited
Cradle to Grave Reporting	1	Limited	Limited	Limited

Mitel MiVoice Business VoIP Telephone System



CITY OF
MONTEREY PARK
CALIFORNIA

Description	Qty.	Unit price	Discount	Discounted Unit Price	Discounted Price
Contact Center & UC Apps - [1P]					
Revolution SLED BNDL - up to 1000 (1 mo)	600	\$ 2.33	40.00%	\$ 1.40	\$ 840.00
Mitel Revolution Subscrip Term (months)	12	\$ -	40.00%	\$ -	\$ -
Mitel Revolution for MiVB	1	\$ -	40.00%	\$ -	\$ -
MiCollab Client Console Option	2	\$ 830.00	40.00%	\$ 498.00	\$ 996.00
MiVoice Border Gateway Virtual	2	\$ 250.00	40.00%	\$ 150.00	\$ 300.00
MiCCClient Licnse - Peering Adv Server	1	\$ -	40.00%	\$ -	\$ -
MiCCClient Licnse - Federation Adv Server	1	\$ -	40.00%	\$ -	\$ -
MiCollab Virtual Appliance	1	\$ 1,050.00	40.00%	\$ 630.00	\$ 630.00
MiCollab NPUM MiVBus Mailbox Licensesx10	3	\$ 350.00	40.00%	\$ 210.00	\$ 630.00
UCCv4.0 Entry User for MiVoice Bus x1	480	\$ 235.00	40.00%	\$ 141.00	\$ 67,680.00
UCCv4.0 STND User for MiVoice Bus x1	78	\$ 340.00	40.00%	\$ 204.00	\$ 15,912.00
Subtotal Contact Center & UC Apps					\$ 86,988.00
Core Telephony Infrastructure - [2P]					
System Module 2 DSPX	6	\$ 414.75	33.00%	\$ 277.88	\$ 1,667.28
SMBC Trunk card 4FXO	6	\$ 305.00	33.00%	\$ 204.35	\$ 1,226.10
SMB Controller 8/38G	6	\$ 850.00	33.00%	\$ 569.50	\$ 3,417.00
MCD Mailbox license	10	\$ 45.50	33.00%	\$ 30.48	\$ 304.80
MiVoice Business License-SINGLE LINE EXT	10	\$ 67.50	33.00%	\$ 45.22	\$ 452.20
MiVoice Bus License - Enterprise User	300	\$ 155.00	33.00%	\$ 103.85	\$ 31,155.00
Enterprise License Group	1	\$ 895.00	33.00%	\$ 599.65	\$ 599.65
MiVoice Business Virtual for Enterprise	2	\$ 1,350.00	33.00%	\$ 904.50	\$ 1,809.00
MiVB on SMB Controller	6	\$ 1,785.00	33.00%	\$ 1,195.95	\$ 7,175.70
Subtotal Core Telephony Infrastructure					\$ 47,806.73
Devices - [3P]					
PWR CRD C7 2.5A 125V-NA PLUG	6	\$ 12.00	33.00%	\$ 7.80	\$ 46.80
6910 IP Standard Phone	188	\$ 187.00	33.00%	\$ 125.29	\$ 23,554.52
6920W IP Office Phone	316	\$ 450.00	33.00%	\$ 301.50	\$ 95,274.00
6930W IP Manager Phone	26	\$ 450.00	33.00%	\$ 301.50	\$ 7,839.00
6940W IP Executive Phone	20	\$ 595.00	33.00%	\$ 398.65	\$ 7,973.00
6970W IP Conference Dish	8	\$ 685.00	33.00%	\$ 458.95	\$ 3,671.60
Subtotal Devices					\$ 138,358.92
System total:					\$ 273,153.65
Virtual Server					\$ 9,995.00
Professional Services - Turnkey Design, Installation, and Training, customer to deploy phones					\$ 64,170.00
Software Assuarncce - One Year					\$ 8,245.00
Network Readiness Assessment and Preparation					\$ 9,975.00
Support - One Year					\$ 15,225.00
Shipping					\$ 695.00
Tax					\$ 12,798.20
Project Total					\$ 394,256.85

PROPOSAL DETAILS

Quote #: Q-750691

Contract Term: 60

Prepared for:

Monterey Park
Ron Bow
rbow@montereypark.ca.gov
+16263071255
Contract Term: 60

Billing Address:

320 W Newmark Ave
Monterey Park, 91754-2818
United States

Prepared by:

Intelesys
Rick Balzer
9099720404
rickb@it4ps.com

[Print this Quote](#)

Ready to move forward with this quote?

[Let's Do This!](#)

Not at this time

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
CCX 600 w/handset PoE [Rental]	20	\$18.85	\$126.00	\$12.55	\$251.00
Conference Device User- Monthly Service	8	\$25.95	\$120.00	\$10.95	\$87.60
GoToConnect Standard	468	\$22.00	\$5,171.40	\$10.95	\$5,124.60

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Interconnected VoIP, Low Usage - Monthly Charge	100	\$12.95	\$300.00	\$9.95	\$995.00
Poly Edge E EM [Rental]	5	\$7.05	\$11.75	\$4.70	\$23.50
Poly Edge E100 IP Phone PoE [Rental]	40	\$4.50	\$60.00	\$3.00	\$120.00
Poly Edge E220 IP Phone PoE [Rental]	148	\$5.65	\$275.28	\$3.79	\$560.92
Poly Edge E350 IP Phone PoE [Rental]	316	\$7.35	\$774.20	\$4.90	\$1,548.40
Poly Edge E450 IP Phone PoE [Rental]	26	\$9.50	\$81.90	\$6.35	\$165.10
Polycom RealPresence Trio 8500 IP Conference Phone (PoE) [Rental]	8	\$21.70	\$57.60	\$14.50	\$116.00
Voice - Standard DID - Monthly Charge	468	\$5.00	\$2,223.00	\$0.25	\$117.00

** Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

Savings

Sub Total

\$9,201.13

\$9,109.12

Estimated Taxes*

\$1,212.91

Monthly Total

\$10,322.03

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Cisco ATA 192	10	\$294.47	\$1,706.90	\$123.78	\$1,237.80
JBC with Analog Failover (2 Ports)2 FXO, 2 FXS	1	\$800.00	\$200.00	\$600.00	\$600.00
Professional Services - Per Seat VIP Managed Install (Over 50 Licenses)					\$78,335.00

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Voice Number DID Port - Configuration Fee	468	\$5.00	\$2,340.00	\$0.00	\$0.00

** Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

Savings

Sub Total

\$20,626.90

\$80,172.80

Estimated Taxes*

\$174.59

Today's Total

\$80,347.39

Today's Total

\$80,347.39

Monthly Total

\$10,322.03

Sales proposal



QUOTE PREPARED FOR
City of Monterey Park

PREPARED BY
Brian Wiktorski
Account Executive II, Majors
brian.wiktorski@ringcentral.com

Budgetary Quote

Prepared for:

City of Monterey Park
320 West Newman Ave.
Monterey Park CA 91754
United States

Stan Ardon

IT Manager

sardon@montereypark.ca.gov

(626) 307-1458

Quote Name: City of Monterey Park 1

Quote Creation Date: August 22nd, 2023

Quote Expiration Date: September 21st, 2023

Estimated Contract Start Date: September 30th, 2023

Initial Term: 60 Months

Renewal Term: 24 Months

Currency: USD

Payment Plan: Annual

RingCentral MVP Services

Recurring Services

Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	468	\$125.88	\$58,911.84
DigitalLine Unlimited Advanced		\$71.88	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
DigitalLine Basic	100	\$89.88	\$8,988.00
DigitalLine Basic		\$35.88	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
Additional Local Number	1	\$11.88	\$11.88
Advanced Support - Silver Tier - Discount Applies	1	\$23,460.00	\$23,460.00
Poly CCX 600 Business Media Phone - Rental	20	\$270.00	\$5,400.00
Yealink CP925 - Touch-Sensitive IP Conference Phone - Rental	8	\$117.60	\$940.80
Cisco ATA192 Analog Telephone Adapter - Rental	10	\$33.60	\$336.00



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

2

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Recurring Services			
Summary of Service	Qty	Rate	Subtotal
Poly Edge E220 IP Phone - Rental	188	\$28.80	\$5,414.40
Poly Edge E320 IP Phone - Rental	316	\$43.20	\$13,651.20
Poly Edge E550 IP Phone - Rental	26	\$67.20	\$1,747.20
TotalAnnualPrice*			\$118,861.32

Total Amount*	\$118,861.32
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Taxes			
Recurring Taxes	Qty	Rate	Subtotal
District Tax	1	\$618.52	\$618.52
Utility Users Tax - Business	1	\$255.86	\$255.86
Sales Tax	1	\$2,199.17	\$2,199.17
P.U.C. Fee (VoIP) NF	1	\$122.35	\$122.35
Utility Users Tax (VoIP-Business)	1	\$2,556.29	\$2,556.29
FUSF (VoIP)	1	\$5,237.53	\$5,237.53
Utility Users Tax (VoIP)	1	\$226.92	\$226.92
E911 (VoIP)	1	\$2,044.80	\$2,044.80
CA Public Purpose Program Surcharge (VoIP)	1	\$7,565.76	\$7,565.76
E-988 (VoIP)	1	\$545.28	\$545.28
TotalAnnual Tax Amount*			\$21,372.48
Total Amount with Taxes*			\$140,233.80

Installation and Support \$ 78,802.50

*These are estimated taxes and fees. Actual taxes and fees will be calculated when the invoices are processed.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP"





City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Inez Alvarez, Interim City Manager
SUBJECT: Continue to extend the existence of an employment emergency for the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Continuing to extend the existence of an employment emergency for the City of Monterey Park and authorizing the Interim City Manager to take all practical action needed to implement the efficient recruitment and retention of person for employment; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Since the July update, the City has filled a hard to fill Water Utility Manager, Human Resources and Risk Management Manager, Principal Management Analyst, Animal Services Officer, Program Coordinator, and 16 part-time staff. The City is still in the process of recruiting 20 full-time positions and 16 part-time classifications.

The City has utilized the employment emergency order to make significant efforts to fill key vacancies and retain current staff over the past 15 months. Staff recommends extending the employment emergency order until December 31, 2023 in anticipation of hiring 3 to 5 vacancies due to retirements in the Police and Fire Departments in December.

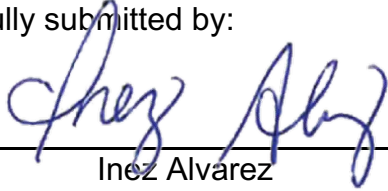
BACKGROUND:

The City will continue the process to revise the Personnel Rules and Regulations which house the City's policies and processes related to recruitment. Since the process involves meet and confer steps with the City's associations, the revised Personnel Rules and Regulations may not be finalized by the December 31, 2023. At that point the current Personnel Rules and Regulations will apply when the employment emergency order is lifted by the City Council.

FISCAL IMPACT:

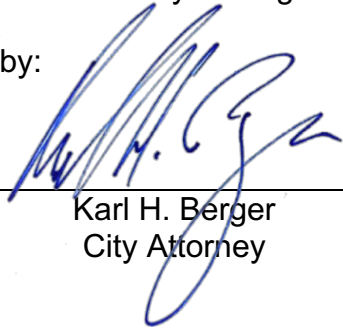
None.

Respectfully submitted by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Resolution No. 2022-R49

ATTACHMENT 1

Resolution 2022-R49

RESOLUTION NO. 2022-R49

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF MONTEREY PARK DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO LACK OF EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL REASONABLE ACTIONS TO ACCELERATE RECRUITMENT AND RETENTION OF PUBLIC EMPLOYEES.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. Since the City Council officially terminated the COVID-19 local emergency in April, the City took ambitious actions to restore pre-pandemic levels of municipal services;
- B. In reviewing personnel data from just the last six months, however, it is apparent that the City is seriously short-staffed.
- C. The City of Monterey Park has 325 full time staff positions of which nearly 70 are currently vacant. Of these positions, multiple are critical to protecting public health and safety including, without limitation, Water Production Supervisor; Senior Water Production System Operator; Water Utility Maintenance Worker; Director of Public Works; Facilities Maintenance Supervisor; Finance Manager; Firefighter; Police Officer; Senior Accountant; and Lifeguard;
- D. These are positions that directly respond to the public and/or essential to the smooth operation of municipal services including, for example, providing potable drinking water, and ensuring public safety;
- E. The City Council notes that multiple sources of publicly available information (see, e.g., “Quantifying the Nation’s Workforce Crisis – State of American Business 2022 Update” [January 10, 2022] published by the United States Chamber of Commerce [www.uschamber.com/workforce/quantifying-the-nations-workforce-crisis-2022-state-of-american-business-update] and “COVID-19 ends longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020” June 2021 by the United States Bureau of Labor Statistics [www.bls.gov/opub/mlr/2021/article/covid-19-ends-longest-employment-expansion-in-ces-history.htm]) demonstrate that the challenges for recruiting qualified employees is nationwide;
- F. Because of the City’s personnel rules and policies, however, a typical time period for securing an outstanding candidate for an open employee position is taking four to six months of processing. This includes the initial recruitment; testing; interviewing; and background check;

G. In multiple instances, the City has lost interested candidates to the private sector or other public entities simply because the person did not want to continue waiting to be appointed;

H. Being able to accelerate the testing and interviewing will help make the City more attractive to individuals seeking public service. Additional work is needed regarding the titles of positions; compensation; and various fringe benefits. Moreover, a significant overhaul of the City's personnel rules is crucial to becoming more efficient in the future;

I. In the interim, however, it is in the public interest to cut through the proverbial "red tape" in order to fill positions that are critical to providing municipal services to the public. Under these circumstances, it is apparent that there is an imminent threat to public health and safety that may result from the City's inability to fill crucial positions in a timely and efficient manner;

J. Consequently, a local employment emergency is declared and the City Manager is authorized to take the actions set forth in this Resolution.

SECTION 2: Authorizations. The City Manager is authorized to take all reasonable and practicable actions to accelerate the process for recruiting, appointing, and retaining persons as City employees to fill all vacant positions. Such actions may include, without limitation, the following:

A. Suspend those portions of the City's personnel rules that are interfering with the City's ability to secure qualified candidates. For example, unnecessary testing and interview panels;

B. Temporarily appoint qualified persons to positions in accordance with Monterey Park Municipal Code ("MPMC") § 2.28.100;

C. Execute agreements, in a form approved by the City Attorney, for the services listed in MPMC § 2.28.190;

D. Consider amendments to titles and classifications of various positions to make them more attractive to qualified candidates;

E. Consider compensation and benefits that will attract qualified candidates to public services; and

F. Commence a substantial overhaul to the City's personnel rules.

SECTION 3: During the existence of this local emergency, the powers, functions, and duties of the City Manager and the emergency organization of this City will be those prescribed by California law, by ordinance, and resolutions of this City approved by the

City Council. To the extent that the actions authorized by this Resolution require a meet and confer with the City's bargaining units, those meetings will be held at the earliest practicable time pursuant to Government Code § 3504.5(b).

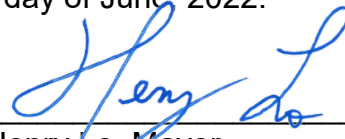
SECTION 4: The City Manager is designated as the authorized representative for public assistance and as the authorized representative for individual assistance of the City of Monterey Park for the purpose of receiving, processing, and coordinating all inquiries and requirements necessary to obtain available state and federal assistance.

SECTION 5: This local emergency will be reviewed by the City Council within 60 days in accordance with Government Code § 8630 to determine whether it should be extended by City Council Resolution.

SECTION 6: This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

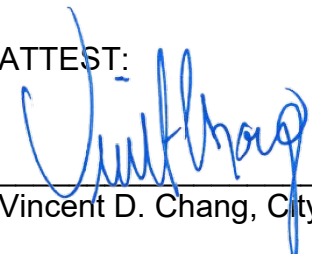
SECTION 7: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of June, 2022.



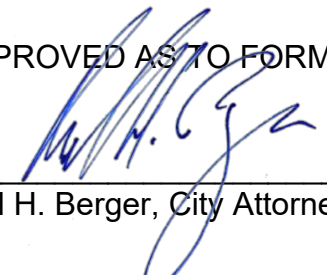
Henry Lo, Mayor

ATTEST:



Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



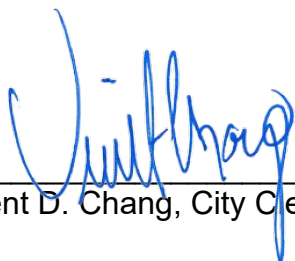
Karl H. Berger, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF MONTEREY PARK)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2022-R49 was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 15th day of June, 2022 by the following vote:

Ayes:	Council Members: Yiu, Chan, Liang, Lo
Noes:	Council Members: None
Abstain:	Council Members: None
Absent:	Council Members: None

Dated this 15th day of June, 2022.



Vincent D. Chang, City Clerk



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Joseph Torres, Economic Development Manager
SUBJECT: Public hearing for consideration of a resolution of the City Council of the City of Monterey Park, California confirming the 2023 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for program year 2024.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the 2023 BID Annual Report with the City Clerk;
2. Adopting the Resolution of Intent and setting the Public Hearing for November 15, 2023, for consideration of the 2024 BID assessments; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Business Improvement District No. 1 (BID) was established in 1986 in accordance with the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §§ 36000-36004). The BID in the following discussion is business-based, meaning that an assessment is collected from businesses based upon fees rather than real property.

California law requires the BID to file an annual report with the City Clerk summarizing its activities and expenditures for the past year and proposing its budget for the upcoming year. The law also requires the BID assessments to be renewed annually after conducting a public hearing. The Advisory Committee to the BID requested that the City Council set a public hearing to consider the 2024 Levy of Assessment Fees. The BID Advisory Committee is not seeking an increase in assessments for the 2024 program year to help the businesses in the BID weather the financial burdens brought on by the COVID-19 pandemic and the current adverse economic conditions.

Annual revenue and expenditures may be found within the 2023 Annual Report contained in Attachment 2 or at the City Clerk's office where it is available for viewing.

BACKGROUND:

The Business Improvement District Advisory Committee (BIDAC) is an advisory board to the City Council, entrusted with providing it with feedback on the needs of the businesses within the BID. In addition, it is responsible for providing an annual report to the City Council. The BID was originally managed by an independent business association but

was later replaced by the City Council with a City committee consisting of business owners within the assessed area.

In accordance with BID law, the BIDAC is submitting its 2023 Annual Report for Business Improvement District No. 1 that identifies activities and expenditures during the 2023 Program Year and describes the proposed programs and budget for the upcoming 2024 Program year.

On October 3, 2023, the BIDAC conducted its annual members meeting, which was held at Jardin El Encanto. Notices were sent to all BID merchants inviting them to attend the meeting and express their concerns or ideas for programming and budgeting. The purpose of the meeting was to review the Annual Report and receive feedback on the 2023 expenditures and the proposed 2024 budget and assessment fee schedule.

The significant expenditure in 2023 was the installation of Holiday decorations for Garvey Avenue and janitorial services for the downtown area. In addition, a new janitorial service contractor was secured in late 2020. Up until 2021, the BID had experienced several years of expenditures exceeding the annual revenue, mainly due to the escalating costs of janitorial services provided by Chrysalis Enterprises. In December 2020, the City took steps to reduce BID expenditures by terminating the Chrysalis maintenance contract. The City then added the BID janitorial services to the City's existing contract with Valley Maintenance Corporation effective December 1, 2020, providing the BID area with janitorial services four days a week at a significant cost reduction of 64% year-over-year. In 2022, the City added the cleaning of the Downtown parking lot on Garvey Avenue and Garfield Boulevard to the Valley Maintenance contract with the same significantly reduced rate. As of August 2023, the BID has received approximately \$56,000.00 in assessments and expects its 2023 expenses not to exceed its annual revenue.

The BIDAC is proposing its 2024 BID programs and budget. The proposed 2024 Budget is included in the 2023 Annual Report.

Several goals for the upcoming 2024 BID Program include, without limitation:

- Continue to work with the Downtown Garvey - Garfield businesses by keeping the area attractive.
- Continue Valley Maintenance Corporation janitorial services at a reduced cost for the BID area.
- Install holiday decorations along Garvey Avenue, then remove and place them in storage.
- Work with the City to provide incentives, workshops, and other business assistance activities for businesses in the BID area, such as the creation of visually appealing store front window stickers and wall plaques that indicate membership in the Downtown BID.

- Support City projects that benefit the BID area such as assisting businesses in the Downtown area post-pandemic, wayfinding signage, and maintenance.

The 2023 Annual Report, Exhibit E, reflects the 2024 assessment fee schedule recommended by the BIDAC and is the amount needed to bring annual revenue to a level that covers annual expenditures. This fee schedule is the same as in program year 2023.

After receiving the BID's annual report, the Council should consider and adopt the attached Resolution of Intent. The Resolution designates November 15, 2023, as the date for a Public Hearing on the levy of the proposed 2024 BID assessment fees and budget. The annual report was available for review at the City Clerk's counter since October 18, 2023.

Once the Public Hearing date is set, a copy of the Resolution and the Annual Report notice will be mailed to all businesses and property owners in the BID and a notice of the public hearing will be published in the local newspaper.

2023-2024 STRATEGIC PLAN GOAL:

This request for public hearing for consideration of a resolution of the City Council of the City of Monterey Park, California confirming the 2023 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for program year 2024 meets the Economic Development goal.

FISCAL IMPACT:

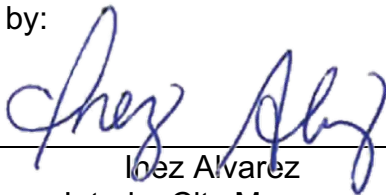
All costs related to Business Improvement District No. 1 come from the BID assessments and not the general fund.

Respectfully prepared and submitted by:



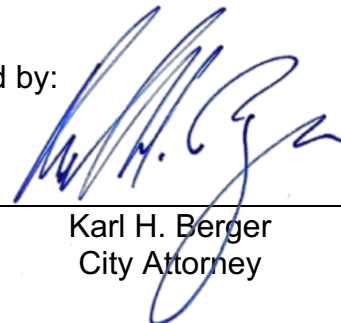
Joseph Torres
Economic Development Manager

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Resolution of Intent to Set a Public Hearing
2. 2023 Annual Report

ATTACHMENT 1

Resolution of Intent to Set a Public Hearing

RESOLUTION NO. ____

**A RESOLUTION DECLARING THE CITY OF MONTEREY PARK'S INTENT TO
LEVY AND COLLECT ASSESSMENTS WITHIN BUSINESS IMPROVEMENT
DISTRICT NO. 1 FOR PROGRAM YEAR 2024 AND SETTING A PUBLIC
HEARING.**

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. Cities are authorized under the Property and Business Improvement District Law of 1994 (Streets & Highways Code §§ 36600, *et seq.*) to establish business improvement districts ("BID") within their jurisdictions for the purpose of funding certain services.
- B. Business Improvement Area No. 1 was established by Ordinance No. 1604 on October 10, 1983 and modified by Ordinance No. 1656 on March 10, 1986.
- C. As required by applicable law, the City prepared an Annual Report for Program Year 2023 for Business Improvement Area No. 1 ("Report") and submitted it to the City Council; and
- D. Based upon the Report, the City Council proposes to levy assessments for Business Improvement Area No. 1 for Program Year 2024 as calculated in the Report which is incorporated by reference. A true and correct copy of the Report is available for public review in the City Clerk's office.

SECTION 2: This Resolution constitutes the City Council's notice pursuant to Streets and Highways Code § 36523.5 that it will consider not increasing assessments for the 2024 Program Year for Business Improvement Area No. 1 at a meeting and public hearing held on November 15, 2023, at 6:30 p.m. or as soon thereafter as this matter may be heard, City Hall, Council Chambers, 320 West Newmark Avenue, Monterey Park, CA 91754. The assessments will not increase for the 2024 Program Year to help BID businesses weather the financial burden brought on by the post COVID-19 pandemic and the current adverse economic conditions. During the public hearing, the City Council will consider all testimonial and documentary evidence for or against the levy of the proposed assessments for Business Improvement Area No. 1 for Program Year 2024. Protests may be made orally or in writing. All written documents must be filed with the City Clerk at or before the time fixed for the hearing and contain sufficient documentation to verify business ownership and validate the protest. The form and manner of protests must comply with Streets and Highways Code §§ 36524 and 36525.

SECTION 3: If approved, the assessments would fund specific programs including, without limitation:

- A. Projects for the promotion of business in Monterey Park's Downtown BID area.
- B. Continuing to work with the city to meet the needs of businesses.
- C. Continued janitorial services to the BID area; and
- D. Work with the BID merchants to create a more visitor-friendly atmosphere.

SECTION 4: It is proposed that the BID collect a minimum annual assessment of approximately \$75,000 for a period of 12 months. The BID assessment fees will not increase for the 2024 annual year to help BID businesses recover from the financial burden brought on by the COVID-19 pandemic and current adverse economic conditions. The following formula is used to calculate the assessment for each property owner within the BID:

SECTION 5: The City Council intends to adopt the following Fee Schedule for the 2024 Program Year:

2024 New BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (Includes Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		
Street Vendors	\$105.17		

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. E.g., for 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. E.g., for 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(3) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. E.g., 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$.006574) = \$26.29 (calculations are rounded up).

(4) If a business owns 1-3 units, there is no charge. If a business owns more than 3 units, it pays \$23.00 per unit in excess of 3 units. E.g., a business owns 5 units and it pays \$23.00 x 2 (5 units – 3 units) = \$46.00.

SECTION 6: Retroactivity. The City Council recognizes that California law including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislation to be retroactively applied when the legislative intent for such retroactivity is clear. The City Council intends this Resolution to be retroactively effective on November 1, 2022, as to the 2023 Program Year.

SECTION 7: Supersession. This Resolution supersedes all previous resolutions related to claims and settlements. It will remain effective until superseded by a subsequent resolution.

SECTION 8: Electronic Signatures. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 9: The City Clerk is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 10: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 18th day of October 18, 2023.

Jose Sanchez
Mayor

ATTEST:

Maychelle Yee
City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Staff Report
October 18, 2023

ATTACHMENT 2

2023 Annual Report

CITY OF MONTEREY PARK

BUSINESS IMPROVEMENT DISTRICT NO. 1

2023 ANNUAL REPORT



JANUARY 2023 – DECEMBER 2023

DOWNTOWN

Garvey – Garfield



VISION STATEMENT

The Downtown Business Improvement District (BID) No. 1 was established to improve and preserve the business community in the heart of the City.

The Downtown area of the City is an important destination point for the business community and residents of Monterey Park. Through continued efforts in organization, beautification, promotion, and revitalization, the City leaders and its business community will work together to preserve and improve the quality of life for future generations.

BID Board Members:

Elizabeth Yang, Chairperson
Gene Jeng, Vice Chair
Josephine Louie
Jesse Li
Zhen Wu

OVERVIEW

The Business Improvement District Advisory Committee (BIDAC) meets quarterly and during special meetings to discuss issues of concern to businesses located within the BID area. Programs addressing cleanliness, promotions, and marketing are all reflected in the budget for the BID. In addition to the issues discussed, the Committee also researches and plans innovative ways to promote businesses and maintain the goals and budget outlined in the Annual Report.

HISTORY

Comprised of approximately 410 small businesses, the Monterey Park Business Improvement District No. 1 encompasses the area extending along Garvey Avenue from Ramona Avenue to Nicholson Avenue and on Garfield Avenue from south of Newmark Avenue to Emerson Avenue (refer to Exhibit A). The Monterey Park City Council established the BID in 1986 at the request of local businesses and the Downtown Merchants Association (DMA) under the California Streets and Highway Code Section 36500 et seq.

The primary responsibility of the BIDAC is to make recommendations to the City Council on the methods and ways by which revenues derived from the annual assessment are used for the betterment of the BID businesses and the BID area.

The BIDAC comprises five (5) members appointed by the City Council for one year and may serve for up to eight (8) years if reinstated by a Council member. Each City Council member appoints one Committee member. The BIDAC meets quarterly and as needed and hosts an annual meeting of the BID members-at-large at the end of the year, before the following year's assessments.

ACCOMPLISHMENTS

This section of the Annual Report reflects the activities during 2023 to promote or enhance the BID area and its businesses.

Holiday Promotion

Holiday decorations were installed and displayed along Garvey Avenue and the medians to provide a bright seasonal atmosphere for shoppers in the downtown BID.

Janitorial Services

Valley Maintenance Corporation, taking over Chrysalis Corporation in December 2020, continues to perform the janitorial services in the BID area four days a week at a significantly reduced rate. In 2023, the City added the cleaning of the Downtown parking lot on Garvey and Garfield to the Valley Maintenance contract with the same significantly reduced rate.

BUDGET

2024 Program Year

The Annual Report contains an estimated budget for the BID for January 1, 2024, to December 31, 2024, and is tied to programs and activities scheduled during the calendar year.

The City budgeted approximately \$84,000 in revenue from the BID for the calendar year 2023. Exhibit C reflects the actual expenditures for the calendar year 2023, and Exhibit D reflects the BID's Estimated Annual Program Budget for the calendar year 2024.

GOALS for 2024

This section of the Annual Report shows the programs or activities intended for 2024.

- Continue to work with the Downtown BID businesses in ways they can assist in keeping the area attractive.
- Continue janitorial services for the BID area.
- Install holiday decorations along Garvey Avenue, remove them, and place them in storage.
- Work with the City to provide incentives, workshops, and other business assistance activities for businesses in the BID area, such as the creation of visually appealing store front window stickers and wall plaques that indicate membership in the downtown BID.
- Support City projects that benefit the BID area, such as discussions on the need for a parking structure in the downtown, signage, and maintenance; identify ways to promote businesses in the BID.

Exhibits:

- A: BID Area Map
- B: 2023 Estimated Expenditures
- C: 2023 Actual Expenditures
- D: 2024 Estimated Budget
- E: 2024 Fee Schedule

EXHIBIT A

BUSINESS IMPROVEMENT DISTRICT NO. 1 MAP



EXHIBIT B

Business Improvement District No. 1

2023 Estimated Expenditures

Budget Item		Description		2022 Est. Expenditures
Administration		Postage		\$600.00
		Business Cards		\$225.00
		Translation Services		\$1,200.00
		Office Supplies		\$300.00
Street Banners		20 Large Banners 30" x 96"		\$3,380.00
		34 Small Banners		\$3,740.00
		1 Across the Street Banner		\$1,400.00
		Single & Double Brackets		\$6,912.00
Holiday Decoration		Holiday light bulb replacement		\$500.00
		Edison		\$625.00
		Holiday light storage & installation		\$5,577.00
Trash Receptacles		Liners & lids		\$200.00
Landscaping		Additional planting supplies		\$1,000.00
Custodial Contract		Maintenance of the BID area		\$ 21,840.00
		Pressure Washing		\$7,360
		TOTAL EST. EXPENDITURES:		\$54,859.00

EXHIBIT C

Business Improvement District No. 1

2023 Actual Expenditures as of August 2023

Budget Item		Description	2023 Actual Expenses
Administration		Postage	\$400.00
		Business Cards	\$46.00
		Translation Services	\$0.00
		Office Supplies	\$0.00
Holiday Decoration		Holiday light bulb	\$500.00
		Holiday light storage & installation	\$5,577.00
Trash Receptacles		Additional liners & lids	\$200.00
Landscaping		Additional planting supplies	\$1,000.00
Custodial Contract		Maintenance of the BID area	\$16,380.00
		Pressure Washing	\$5,520.00
		Downtown Parking Lot Cleaning	\$11,790.00
		TOTAL EXPENDITURES:	\$41,413.00
Revenue as of 08/2023			\$56,000.00
Reserves as of 08/2023			\$173,192.00

EXHIBIT D

Business Improvement District No. 1

2024 Estimated Budget

Budget Item		Description	2023 Estimated Budget
Administration		Postage	\$400.00
		Business Cards	\$150.00
		Translation Services	\$1,200.00
		Office Supplies	\$300.00
BID Promotion		Incentives, marketing, & promotions	\$12,860.00
Holiday Decoration		Holiday light bulb replacement	\$500.00
		Holiday light storage & installation	\$5,577.00
Trash Receptacles		Additional liners & lids	\$200.00
Landscaping		Additional planting supplies	\$1,000.00
Custodial Contract		Maintenance of the BID area	\$21,840.00
		Downtown Parking Lot Cleaning	\$15,120.00
		TOTAL:	\$59,147.00

EXHIBIT E

2024 BID Fee Schedule (same as last year)

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (Includes Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		

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- (4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$23.00 per unit more than 3 units. Eg. You own 5 units. You pay $\$23.00 \times 2$ (5 units – 3 units) = \$56.00



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant – Fiscal Year 2023-2024

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety (OTS) in the amount of \$178,000 for the Selective Traffic Enforcement Program (STEP) Grant;
2. If adopted, the Resolution would also authorize the Interim City Manager, or designee, to receive and amend the FY 2023-2024 budget to allocate \$178,000 in grant funds; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department was notified of a tentative award of \$178,000 from OTS for the FY 2023-24 STEP grant. The police department will utilize the grant to continue its education and enforcement of traffic-related laws to reduce injury and fatal traffic collisions.

BACKGROUND:

The California Office of Traffic Safety distributes federal funding apportioned to California under the National Highway Traffic Safety Administration (NHTSA). The California Office of Traffic Safety's mission is to effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses. These grants are used to mitigate traffic safety deficiencies, expand ongoing activity, and/or develop innovative programs.

In 2022, the City of Monterey Park experienced a total of 559 traffic collisions and two fatalities. The STEP Grant supports the Monterey Park Police Department's efforts to reduce DUI-related traffic collisions and enhances enforcement efforts that concentrate on factors contributing to traffic collisions, such as alcohol, speed, red light violations, and unsafe turning movements. The Monterey Park Police Department's STEP Grant total allocation is \$178,000.

FISCAL IMPACT:

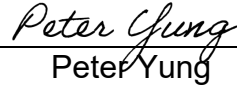
Staff is requesting approval to authorize the Finance Director to appropriate \$178,000 in grant funding for the FY 2023-2024 budget. There is no fiscal impact to the general fund.

Respectfully submitted by:



Scott Wiese
Chief of Police

Prepared by:



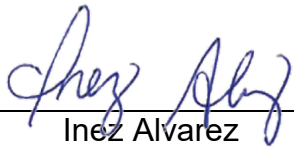
Peter Yung
Police Sergeant

Reviewed by:



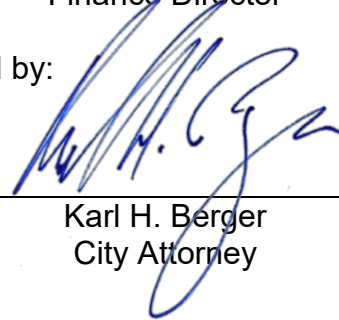
Martha Garcia
Finance Director

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. State of California – Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Agreement No. PT24123
2. Resolution

ATTACHMENT 1

OTS STEP Grant Agreement Document

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Monterey Park	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Monterey Park Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$178,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Peter Yung TITLE: Sergeant EMAIL: pyung@montereypark.ca.gov PHONE: (626) 307-1481 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Scott Wiese TITLE: Chief of Police EMAIL: swiese@montereypark.ca.gov PHONE: (626) 307-1221 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Inez Alvarez TITLE: Interim City Manager EMAIL: ialvarez@montereypark.ca.gov PHONE: (626) 307-1349 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: L972KD6E7JH4 REGISTERED ADDRESS: 320 W. Newmark Avenue CITY: Monterey Park ZIP+4: 91754-2896
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$33,320.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$23,800.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$46,200.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$64,680.00
				AGREEMENT TOTAL		\$178,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$178,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$178,000.00		

1. PROBLEM STATEMENT

The City of Monterey Park, incorporated in 1916, is centrally located in Los Angeles County. The City is a family-oriented community located in the West San Gabriel Valley hub. Almost 80% of the households in the City are single families, and single-family homes comprise approximately two-thirds of the housing. More than half of the households own their homes. The City of Monterey Park is a culturally diverse community with a population of 61,096 in 2020. Located approximately six (6) miles east of Downtown Los Angeles, this City is one of few communities in the Southland where racial/ethnic groups make up much of the population. As one of the older communities in the West San Gabriel Valley, the City also has a substantial elderly population. Elderly persons and seniors approaching retirement represent almost a quarter of all city residents.

The City's location places it in the path of significant commuter routes between the Los Angeles Civic Center and the Riverside/Inland Empire area. The community is bisected by major state-designed arterial highways that are frequently used to bypass gridlock on the freeways or used as links between freeways. Three freeways (State Route 60, Interstate 10, and State Route 710) border Monterey Park. When those arterials become clogged, commuters increasingly spill over onto residential streets. An additional burden on the City's traffic flow is due to the incompletion of State Route 710, as many motorists utilize this City's roadways to gain access to significant communities north of Monterey Park. In addition, Monterey Park contains the largest community college in the state, East Los Angeles College. Monterey Park includes two (2) Los Angeles County facilities: The Sheriff's Headquarters and Edelman Children's Court. The East Los Angeles California Highway Patrol station is also in the City of Monterey Park. The City has two major hospitals, a senior center, and several commercial establishments, including a brand-new commercial center along the 60 Freeway called the Market Place. This area was undeveloped for several years. Development phases one and two have been completed. Phase three will include an unidentified superstore. Development of this new shopping center drew in a Costco, Home Depot, In-N-Out Burger, Chick-fil-A, Guitar Center, Starbucks, Buffalo Wild Wings, a bank, and some miscellaneous stores and restaurants. This shopping center has significantly increased the transient traffic to the City's already overburdened street system.

In 2020 Monterey Park experienced a total of 596 traffic crashes. Five traffic crashes resulted in fatalities. (Two of these crashes involved pedestrians. The third involved alcohol. The fourth was a hit-and-run and the last involved a juvenile on a bicycle. We had 277 people injured in traffic crashes: 31 involved pedestrians, nine bicyclists, and eight motorcyclists. We continued to educate our patrol staff and direct our traffic bureau enforcement staff to areas where we had experienced high crashes. We focused our enforcement efforts in places we had experienced both fatal and injury crashes which maintained our enforcement index at 16. With our continued effort, we still saw an increase in pedestrian-involved crashes. Over the last few years, we have seen the trend of increasing alcohol and drug-related crashes, hit-and-run crashes, nighttime crashes, motorcycle crashes, pedestrian crashes, and bicycle crashes. The last OTS blueprint is from 2020 and ranks Monterey Park as one of the higher-risk cities to be a pedestrian, especially for people younger than 15 and older than 65.

In 2021, Monterey Park experienced a total of 542 traffic crashes. Two fatal traffic crashes resulted in fatalities. There were several severe injury crashes where the victims survived. One crash was a single-car traffic crash where the driver struck a parked car at such a high rate of speed the passenger was pinned under the dash and had to be extricated from the vehicle by the fire department. The passenger was severely injured but survived the crash. In another crash involving a motorcyclist, the rider sustained severe injuries and a severed foot. We had a total of 158 people injured in Traffic Crashes. Of those, we had 18 people injured in alcohol or drug-involved crashes. We also had 16 pedestrian-injury crashes and 13 bike-injury crashes, and nine motorcycle-injury crashes. We experienced 13 hit-and-run injury crashes.

In 2022, Monterey Park experienced a total of 542 traffic crashes. Alcohol was involved in 66 crashes. Two crashes resulted in fatalities. There were several severe injury crashes where the victims survived. One crash was a single-car traffic crash where the driver struck a parked car at such a high rate of speed the

passenger was pinned under the dash and had to be extricated from the vehicle by the fire department. The passenger was severely injured but survived the crash. In another crash involving a motorcyclist, the rider sustained severe injuries and a severed foot. We had a total of 158 people injured in Traffic Crashes. Of those, we had 18 people injured in alcohol or drug-involved crashes. We also had 16 pedestrian-injury crashes and 13 bike-injury crashes, and nine motorcycle-injury crashes. We experienced 13 hit-and-run injury crashes.

The City of Monterey Park is experiencing an increase in injury traffic crashes related to excessive speed and street racing after a slight decrease in crashes during the pandemic. In 2022, MPPD responded to 98 speed-related traffic crashes resulting in the injury of 45 victims. In the previous year, 2021, MPPD responded to 74 speed-related traffic crashes resulting in one fatality and 18 injured victims. In 2020, MPPD responded to 81 speed-related traffic crashes resulting in the injury of 53 victims. In 2019, MPPD responded to 122 speed-related traffic crashes resulting in the injury of 62 victims.

The Monterey Park Police Department has implemented a traffic data management program. We map all our crash data and input all traffic citations into this system. Crossroads enables us to access our traffic statistics quickly and allows us to provide evidence-based enforcement where it is needed. This system has been in place since July 1, 2017, and the factual data supports an increase in our overall traffic enforcement efforts. Most of our fatal and injury traffic crashes are weekday crashes that occur between 0600 hrs and 2000 hrs.

The City of Monterey Park faces many challenges. One of those challenges is reaching an older Chinese population that speaks Mandarin or Cantonese. This group is over 65 and is overly represented in fatal and injury pedestrian crashes. Part of this challenge is that many of our contacts, whether in education, investigating a traffic crash, or writing a citation, required documents prepared with translators, which requires more time from our traffic officers. The need for increased workforce hours performing specific traffic enforcement is our challenge. The Monterey Park Police Department has a very senior and well-equipped traffic bureau staff ready to partner with OTS to increase our educational and enforcement efforts.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter

Target Number

1

10

Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to SFST Instructor training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
8. Conduct DUI Saturation Patrol operation(s).	13
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	9
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	7
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
13. Participate in highly visible collaborative DUI Enforcement operations.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
16. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	12
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)	
- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. - All training needed to implement the program should be conducted in the first quarter. - All grant related purchases needed to implement the program should be made in the first quarter. - In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. - Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.	

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$98,000.00
402PT-24	20.600	State and Community Highway Safety	\$70,000.00
1906-24	20.611	Racial Profiling Prohibition Grants	\$10,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$9,000.00	3	\$27,000.00
DUI Saturation Patrols	164AL-24	\$4,000.00	13	\$52,000.00
Collaborative DUI Enforcement	164AL-24	\$2,500.00	2	\$5,000.00
Traffic Enforcement	402PT-24	\$3,500.00	9	\$31,500.00
Distracted Driving	402PT-24	\$3,200.00	2	\$6,400.00
Pedestrian and Bicycle Enforcement	402PT-24	\$3,200.00	7	\$22,400.00
Collaborative Traffic Enforcement	402PT-24	\$2,500.00	2	\$5,000.00
Community Collaboration Engagement	1906-24	\$833.33	12	\$10,000.00
Category Sub-Total				\$159,300.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	\$4,700.00	1	\$4,700.00
				\$0.00
Category Sub-Total				\$4,700.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Portable Light Tower	164AL-24	\$5,600.00	2	\$11,200.00
Category Sub-Total				\$11,200.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	\$2,800.00	1	\$2,800.00
Category Sub-Total				\$2,800.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$178,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator, battery, cart, and accessories.

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ATTACHMENT 2

Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. The City applied for the California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant.
- B. The Monterey Park Police Department will utilize the grant funding to continue its education and enforcement of traffic-related laws to reduce injury and fatal traffic collisions.
- C. The City will receive \$178,000 from OTS for the STEP Grant.

SECTION 2: The Interim City Manager, or designee, is authorized to receive grant funds from OTS for the STEP Grant to be used to reduce and mitigate the impacts of impaired driving.

SECTION 3: The Interim City Manager, or designee, is authorized to execute any required documents and agreements to receive the grant for purposes identified herein. The City's Fiscal Year 2023-24 Budget is amended to the extent needed to accept and allocate the grant funds identified in this Resolution.

SECTION 4: *Severability.* 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 provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 5: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 7: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant – Fiscal Year 2023-2024

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety (OTS) in the amount of \$25,000 for the Pedestrian and Bicycle Safety Program Grant;
2. If adopted, the Resolution would also authorize the Interim City Manager, or designee, to receive and amend the FY 2023-2024 budget to allocate \$25,000 in grant funds; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department was notified of a tentative award of \$25,000 from OTS for the Pedestrian and Bicycle Safety Program Grant. The police department will utilize the grant to educate the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.

BACKGROUND:

The California Office of Traffic Safety distributes federal funding apportioned to California under the National Highway Traffic Safety Administration (NHTSA). The California Office of Traffic Safety's mission is to effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses. These grants are used to mitigate traffic safety deficiencies, expand ongoing activity, and/or develop innovative programs.

In 2022, the City of Monterey Park experienced a total of 559 traffic collisions and two fatalities. The Pedestrian and Bicycle Safety Program supports the Monterey Park Police Department's efforts to educate the community on pedestrian traffic safety, bicycle safety, and traffic laws. The total grant allocation is \$25,000.

FISCAL IMPACT:

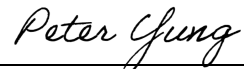
Staff is requesting approval to authorize the Finance Director to appropriate \$25,000 in grant funding for the FY 2023-2024 budget. There is no fiscal impact to the general fund.

Respectfully submitted by:



Scott Wiese
Chief of Police

Prepared by:



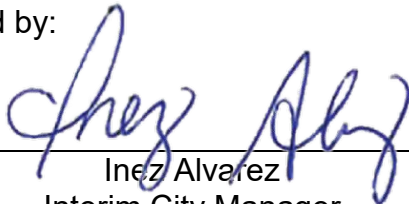
Peter Yung
Police Sergeant

Reviewed by:



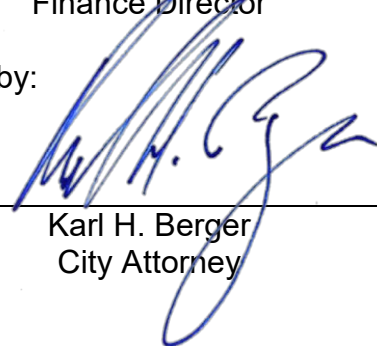
Martha Garcia
Finance Director

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. State of California – Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant Agreement No. PS24023
2. Resolution

ATTACHMENT 1

OTS PED & BIKE Grant Agreement Document

1. GRANT TITLE Pedestrian and Bicycle Safety Program	
2. NAME OF AGENCY Monterey Park	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Monterey Park Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$25,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Peter Yung TITLE: Sergeant EMAIL: pyung@montereypark.ca.gov PHONE: (626) 307-1481 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Scott Wiese TITLE: Chief of Police EMAIL: swiese@montereypark.ca.gov PHONE: (626) 307-1221 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Inez Alvarez TITLE: Interim City Manager EMAIL: ialvarez@montereypark.ca.gov PHONE: (626) 307-1349 ADDRESS: 320 W. Newmark Ave. Monterey Park, CA 91754 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: L972KD6E7JH4 REGISTERED ADDRESS: 320 W. Newmark Avenue CITY: Monterey Park ZIP+4: 91754-2896
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$25,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$25,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$25,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The City of Monterey Park, incorporated in 1916, is centrally located in Los Angeles County. The City is a family-oriented community located in the hub of the West San Gabriel Valley. Almost 80 percent of the households in the city are single families, and single-family homes comprise approximately two-thirds of the housing. More than half of the households own their homes. The City of Monterey Park is a culturally diverse community with a population of 61,606 in 2010. Located approximately 6 miles east of Downtown Los Angeles, this city is one of few communities in the Southland where racial/ethnic groups make up the majority of the population. As one of the older communities in the West San Gabriel Valley, the city also has a very large elderly population. Elderly persons and seniors approaching retirement represent almost a quarter of all the city residents.

The City's location places it in the path of major commuter routes between the Los Angeles Civic Center and the Riverside/Inland Empire area. Three freeways, State Route (SR) 60, Interstate 10, and SR 710, border Monterey Park. The community is bisected by major state-designed arterial highways that are frequently used to bypass gridlock on the freeways or used as links between freeways. When those arterials become clogged, commuters spill over onto residential streets. An additional burden on the city's traffic flow is due to the incompleteness of SR 710, as many motorists utilize the city's roadways to gain access to major communities north of Monterey Park. In addition, Monterey Park contains the largest community college in the state, East Los Angeles College. Monterey Park also contains 2 Los Angeles County facilities: the Sheriff's Headquarters and Edelman Children's Court. The East Los Angeles California Highway Patrol station is also in the City of Monterey Park. The City has 2 major hospitals, a senior center, and several commercial establishments, including a brand new commercial center along SR 60 called the Market Place. It should be noted that this entire area had previously been undeveloped. This new shopping center has a Costco, Home Depot, In-N-Out Burger, Chick-fil-A, Guitar Center, Starbucks, Buffalo Wild Wings, a bank, and some miscellaneous stores and restaurants with phases one and two completed. The next phase will include an unidentified super store. All of this brings a significant increase of transient traffic to the city's already overburdened street system.

In 2018, there were a total of 839 traffic crashes, including 2 that resulted in fatalities to senior pedestrians who were in the street and outside of the crosswalk. There were a total of 320 people injured in traffic crashes that year, 43 of those involved pedestrians, and 11 involved bicyclists. Since beginning of 2018, we have continued to educate our patrol staff and to direct our traffic bureau enforcement staff to areas where we have experienced a high number of crashes. We have focused our enforcement efforts in areas we have experienced both fatal and injury crashes, bringing our Enforcement Index up to 25, resulting in a measureable difference with a lower number of crashes and persons injured in those crashes.

In 2019, there were a total of 832 traffic crashes, including 2 pedestrian fatalities. Both crashes involved pedestrians. Overall, there were a total 321 people injured in traffic crashes that year, 48 of those involved pedestrians, and 8 involved bicyclists. We continued to educate our patrol staff and to direct our traffic bureau enforcement staff to areas where we had experienced a high number of crashes, keeping our focus on areas we had experienced both fatal and injury crashes and maintaining our Enforcement Index at 24. Despite our efforts, there was still an increase in pedestrian-involved crashes. That year, the latest OTS Crash Ranking from 2016 ranked Monterey Park as one of the most unsafe cities to be a pedestrian, especially for people older than 65.

In 2020, we experienced a total of 596 traffic crashes, including 5 fatal traffic crashes, 2 of which involved pedestrians, with the last fatal crash involving a juvenile on a bicycle. Overall, there were 277 people injured in traffic crashes that year, 31 of those involved pedestrians, and 9 involved bicyclists. Still, we continued to educate our patrol staff and to direct our traffic bureau enforcement staff to areas where we had experienced a high number of crashes, keeping our focus on areas we had experienced both fatal and injury crashes, but our Enforcement Index had now slipped to 16, with a persistent increase in pedestrian-involved crashes. While the recently published 2019 OTS Crash Rankings now shows that the City of Monterey Park ranks 3rd highest in the number of pedestrian fatal and injury crashes for pedestrians over

the age of 65, and 5th highest in the same measure for all pedestrians, among 59 cities in the same population group statewide. That year, the latest OTS Crash Ranking from 2018, ranked Monterey Park as THE most unsafe city to be a pedestrian, especially for those over 65.

We implemented a Crossroads traffic data management program, allowing us to have faster access to our traffic statistics in order to provide service wherever needed. Having been in place since mid-2017, the resulting data supports the fact that the majority of our fatal and injury traffic crashes are occurring during the weekday between 0600 hours and 2000 hours, stressing the need to increase our overall traffic safety education efforts. However, a particular challenge in this effort is reaching our older Chinese population. Over the age of 65, this group is overly represented in our fatal and injury pedestrian-involved crash statistics, and part of the challenge is the fact that they communicate mainly in Mandarin or Cantonese, requiring educational materials and public service announcements prepared with the use of translators. Nevertheless, the City of Monterey Park has a very senior and well-equipped traffic bureau staff that is ready to partner with OTS to increase our educational efforts.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	2
3. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	1
4. Conduct pedestrian and/or bicycle safety presentations with an effort to reach youth.	6
5. Develop a pedestrian and/or bicycle safety program and materials to be adopted as an on-going program in schools with an effort to reach students.	1
6. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility.	1
7. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events.	1
8. Conduct pedestrian safety presentations with an effort to reach older adults.	2
9. Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.	2
10. Distribute and properly fit bicycle helmets at no cost to community members in need, at bicycle rodeos, schools, workshops, and community events.	130

11. Purchase bicycle helmets.	130
12. Conduct bicycle rodeos with an effort to reach youth.	2
13. Conduct pedestrian and/or bicycle safety education skills courses incorporating a Safe Moves City simulation in each event, with an effort to teach young children about traffic safety, to be led by department personnel. Include date/location, total number of participants, and number of reflective safety items distributed.	7
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u> - Develop operational plans to implement the “best practice” strategies outlined in the objectives section. - All training needed to implement the program should be conducted in the first quarter. - All grant related purchases needed to implement the program should be made in the first quarter. <u>Media Requirements</u> - Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u> <u>Media Requirements</u> The following requirements are for all grant-related activities: - Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. - The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator. - Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public. - If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated. - Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.). - Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email. - Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual	

services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-24	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
Traffic Safety Fairs and/or Community Events	402PS-24	\$800.00	2	\$1,600.00
Pedestrian and Bicycle Safety Presentations	402PS-24	\$400.00	8	\$3,200.00
Helmet Usage Surveys	402PS-24	\$600.00	2	\$1,200.00
Bicycle Rodeos	402PS-24	\$2,400.00	2	\$4,800.00
Safe Moves City Simulations	402PS-24	\$800.00	7	\$5,600.00
Benefits - Overtime	402PS-24	\$16,400.00	1	\$238.00
Category Sub-Total				\$16,638.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Safe Moves City Supplies	402PS-24	\$5,000.00	1	\$5,000.00
Bicycle Helmets	402PS-24	\$15.00	130	\$1,950.00
Pedestrian/Bicycle Safety Items	402PS-24	\$1,000.00	1	\$1,000.00
Educational Materials	402PS-24	\$412.00	1	\$412.00
Category Sub-Total				\$8,362.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$25,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

Traffic Safety Fairs and/or Community Events - Overtime for grant-funded participation in traffic safety fairs and community events conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified.

\$100 x 4 Hours x 2 Officers = \$800 per Event

Pedestrian and Bicycle Safety Presentations - Overtime for grant-funded pedestrian and bicycle safety presentations conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified.

\$100 x 2 Hours x 2 Officers = \$400 per Event

Helmet Usage Surveys - Overtime for grant-funded pre- and post-grant bicycle helmet usage surveys conducted by appropriate department personnel during the months of October (start of grant) and September (end of grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS. Claim should reflect actual costs up to the rate specified.

\$100 x 3 Hours x 2 officers = \$600 per Event

Bicycle Rodeos - Overtime for grant-funded bicycle rodeos conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified.

\$100 x 6 Hours x 4 Officers = \$2,400 per Event

Safe Moves City Simulations - Overtime for grant-funded Safe Moves City simulation conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified.

\$100 x 4 Hours x 2 Officers = \$800 per Event

Benefits - Overtime - TOTAL BENEFIT RATE 1.45%
 Medicare - 1.45%

Claim should reflect actual costs up to the rate specified.

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

Safe Moves City Supplies - "Safe Moves City" is an interactive, hands-on exhibit (consisting of separate parts such as buildings, traffic signs, signals, and vehicles) allowing children to experience traffic situations as pedestrians, bicyclists, and scooter safety in a safe learning environment. Using a realistic traffic environment improves children's ability to recognize and avoid traffic hazards.

House w/Garage \$600.00

Storefront \$600.00

School \$600.00

Car w/Cell Phone Driver \$500.00

Car W/Driver w/o Seat Belt \$500.00

Car W/Driver w/Seat Belt \$500.00

Railroad Track \$300.00

Railroad Signal \$350.00

Railroad Crossing Gate	\$400.00
Railroad Crossing Sign	\$350.00
Train	\$400.00
Train Light/Signal	\$350.00
Pedestrian Signal	\$350.00
Pedestrian Push Signal	\$350.00
Pedestrian Crosswalk Sign	\$350.00
Stop Sign	\$350.00
School Bus	\$500.00
Truck	\$500.00
Ice Cream Truck	\$500.00
Public Bus	\$500.00
Sidewalk Pieces	\$600.00
Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed an average price of \$15, including shipping, handling and tax. More expensive helmets may be purchased if approved by OTS.	
Pedestrian/Bicycle Safety Items - Cost may include reflective arm and leg bands, tape, zipper pulls, bicycle headlights/taillights, and reflectors to be distributed at no cost during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Additional items may be purchased if approved by OTS.	
Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.	
INDIRECT COSTS	
-	
STATEMENTS/DISCLAIMERS	
There will be no program income generated from this grant.	
Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.	

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324](#) et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ATTACHMENT 2

Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. The City applied for the California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant.
- B. The Monterey Park Police Department will utilize the grant to educate the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.
- C. The City will receive \$25,000 from OTS for the Pedestrian and Bicycle Safety Program Grant.

SECTION 2: The Interim City Manager, or designee, is authorized to receive grant funds from OTS to be used to educate the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.

SECTION 3: The Interim City Manager, or designee, is authorized to execute any required documents and agreements to receive the grant for purposes identified herein. The City's Fiscal Year 2023-2024 Budget is amended to the extent needed to accept and allocate the grant funds identified in this Resolution.

SECTION 4: *Severability.* 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 provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 5: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 7: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

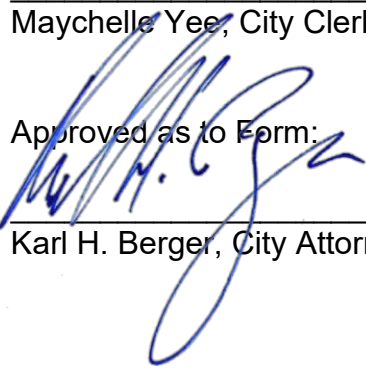
PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: Receive and File the Fire Department's 2021-2022 Annual Report.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the Fire Department's 2021-2022 Annual Report; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The 2021-2022 Fire Department ("Department") Annual Report provides an overview of the Fire Department's past operational year. The report highlights the Department's goals and accomplishments. Included in the report are some of the major accomplishments made by staff during the past year, highlighting the work performed by Department staff.

To ensure residents and community members are informed of the Department's accomplishments and efforts over the past year, the report is posted on the City's website, under Department's Operations page. The report will also be shared on the City's social media accounts as well.

BACKGROUND:

The Annual Report features information on the six divisions within the Department: (1) Administration, (2) Community Risk Reduction, (3) Operations and Emergency Medical Services, (4) Training and Recruitment, (5) Fire Prevention, and (6) Code Compliance. The report highlights the Department staffing levels, major accomplishments and goals for the next year. Additionally, the report discusses the Department's efforts to mitigate and combat the spread COVID-19 through vaccine clinics and other related community programs.

FISCAL IMPACT:

None.

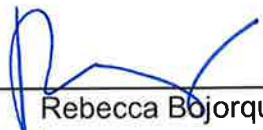
Staff Report
Page 2 of 2
October 18, 2023

Respectfully submitted by:



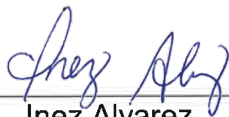
Matthew Hallock
Fire Chief

Prepared by:



Rebecca Bojorquez
Principal Management Analyst

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Monterey Park Fire Department Annual Report 2021-2022

ATTACHMENT 1

Fire Department's 2021-2022 Annual Report



CLASS - 1

MONTEREY PARK FIRE DEPARTMENT



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EXCELLENCE SERVICE COMMUNITY

ANNUAL REPORT 2021-2022



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EXCELLENCE SERVICE COMMUNITY

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MPFD PROFESSIONAL FIREFIGHTERS

URBAN SEARCH & RESCUE

VERDUGO FIRE DISPATCH

FIRE PREVENTION

STATIONS 61, 62, 63

FLEET & APPARATUS

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ARSON TASK FORCE

WHERE WE ARE GOING



Captain Robert Blake



Engine 62 - Brush Fire Whittier Narrows



MONTEREY PARK FIRE DEPARTMENT FIRE CHIEFS MESSAGE



FIRE CHIEF MATTHEW HALLOCK

Thank you for taking the time to read through the 2021 - 2022 Monterey Park Fire Department Annual Report. This report was produced regularly for many years and only until recently, was put on hiatus. I am honored to bring this valuable report back. It identifies what it is we do here in the Monterey Park Fire Department and how those efforts embody our core values, Excellence, Service and Community.

In my time serving as your Fire Chief, we have seen the nation and the world go through an unprecedented time. The global pandemic known as COVID-19 tested the resiliency of the entire world. Here in Monterey Park, we were proactive in anticipation of the potential threat, and to that end, partnered with other city departments and community stakeholders to ensure the residents and business owners of Monterey Park remained protected. While we have made significant strides in identifying and controlling the outbreak of COVID-19, it appears that this is something that will be a part of our lives for the foreseeable future. The men and women of the Monterey Park Fire Department stepped up to the challenge and responded with honor and professionalism. I could not be prouder of their efforts.

In other news, we demolished and replaced the existing Fire Station 62 at 2001 S. Garfield. This project has been discussed throughout my entire career. To see it come to fruition and to walk through the new station under my watch is a dream come true. I want to thank the community for their patience during this project as streets were closed and construction equipment often blocked portions of the area. This was a partnership within the community and the result is a beautiful fire station to service our residents in the southern portion of Monterey Park.

Our staffing levels have fluctuated as they often do however, we are on the cusp of being fully staffed. With fire season lasting year-round, the men and women of the fire department are prepared to respond where needed to protect lives and property. That said, the residents of Monterey Park will always be our number one priority. We continually strive to diversify our workforce to be more reflective of our community. This has always been a priority of mine and will be for the continual future.

Finally, thank you to Captain Justin Birrell for taking on this important project and the countless hours needed to put this document together. As always, should you ever have a concern or a compliment about our services, I can be reached by email at Mhallock@montereypark.ca.gov or my office line 626-307-1262. On behalf of the men and women of the Monterey Park Fire Department, thank you for your continued support.

Best,

Matthew Hallock – Fire Chief

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EXCELLENCE SERVICE COMMUNITY



ABOUT THE MPFD

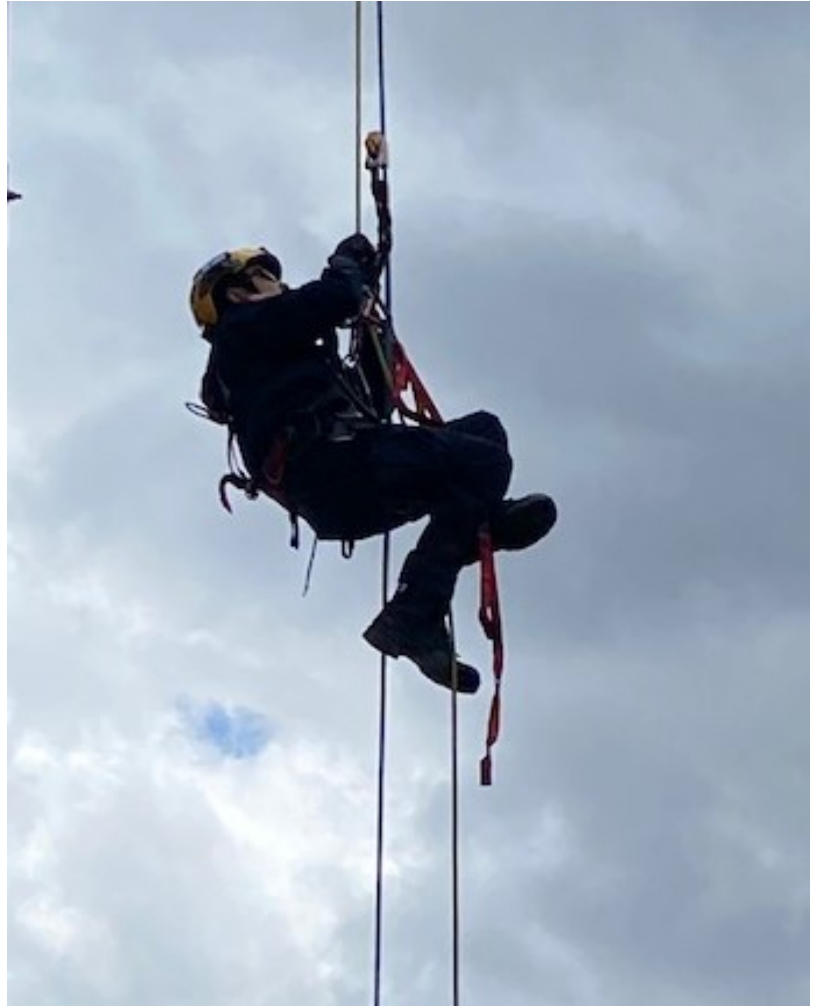
WELCOME

The Fire Department has been serving the community with fire protection, hazardous materials response, disaster preparedness, and emergency medical services for several decades. We are very proud of the men and women who strive each day to save lives and protect property as well as promote disaster preparedness and teach fire safety to children and adults alike.

PAST AND PRESENT

For the past few years, the Fire Department has been moving towards a community-centered metric driven organization committed to providing quality emergency, preventative, and risk reduction activities to the community. Personnel have become more proactive towards risk identification, public education, safety education, increased Community Emergency Response Teams ("CERT") training, and fire investigation activities. Along with specialized training for all firefighters.

Moving in this direction, and through the hard work and efforts of the fire personnel, the City has achieved a Public Protection Classification (PPC) rating of a Class 1 by the Insurance Services Offices (ISO). Out of 33,000 fire departments in the United States, Monterey Park is one of 132 agencies that has achieved this designation.



Engineer Dan Park



Firefighter Justin Taylor



FIRE ADMINISTRATION

626-307-1262

Responsibilities:

Administration consists of the fire chief and his administrative staff. The fire chief, under the direction of the city manager and the city council, is responsible for long-range planning, budgeting, personnel development, and setting and meeting specific goals and objectives relative to maintaining and improving levels of services to the community. The fire chief maintains consistent levels of performance and productivity by constantly evaluating and reviewing the progress made towards the stated objectives.

The fire chief achieves these standards by employing a variety of modern management techniques, leadership, and staff who provide a high level of competence and integrity in service delivery.

Administrative staff consists of a Senior Account Clerk (Yvette Becker) and Principal Management Analyst (Angela Loera) who provide support to the Chief, Battalion Chiefs and handle public records requests for fire and emergency medical reports, Paramedic Ambulance Subscription Program memberships, public education requests, tour coordination, budget and grants management, and special projects as assigned.

Innovation:

Fire Chief Matt Hallock believes in proactive efforts to streamline and implement innovative and cost effective solutions when possible. Recent accomplishments include interfacing the department's staffing and scheduling system to the city's online time-card system, implementation of electronic patient care reporting, EMS bill processing, direct deposits, and automation of the department's standard operating procedures with daily training bulletins.



Yvette Becker
Senior Account Clerk



Angela Loera
Principal Management Analyst

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A-SHIFT

Community Risk Reduction

**BATTALION CHIEF
CHRIS THOMPSON**

EXCELLENCE SERVICE COMMUNITY



Battalion Chief Chris Thompson

Public Education & Community Outreach
Overview:

As an all risk emergency response Fire Department, personnel respond to a variety of emergency incidents, natural disasters, hazardous situations, and emergency medical service calls. As part of the Fire Department's efforts to minimize or prevent injuries and damage to life and property, the Fire Department advocates education and preparation.

The Fire personnel are available to provide presentations on a variety of subjects:

- Safe Kids/School Programs
- Fire Extinguisher Training
- Disaster Preparedness
- Senior Citizen Presentations
- Home Fire Safety



MPFD Reserve Firefighters-CPR Demonstration



A-SHIFT CONTINUED

Community Risk Reduction

COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

The City of Monterey Park Fire and Police departments are prepared for all types of emergencies. However, during a disaster, the number and scope of incidents can overwhelm conventional emergency services. To assist members of the community to be prepared during a disaster and to learn how to assist others, the Monterey Park Fire Department is sponsoring the Community Emergency Response Team Program. The Community Emergency Response Team (CERT) Program is an all-risk, all hazard training course for members of the community. This valuable course is designed to help you protect yourself, your family, your neighbors, and your neighborhood in an emergency situation.

It is about readiness, people helping people, rescuer safety and doing the greatest good for the greatest number. CERT is a positive and realistic approach to emergency and disaster situations where citizens may initially be on their own and their actions can make a difference. While people will respond to others in need without the training, one goal of the CERT Program is to help our residents do so effectively and efficiently without being placed in unnecessary danger.

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Monterey Park CERT Team Members





A-SHIFT CONTINUED

Community Risk Reduction

CERT CONTINUED

CERT classes are frequently held on four Saturday sessions which includes a disaster simulation drill. The training course is free to residents of Monterey Park and consists of:

Utilities: Learning how and where to turn off gas meters, electricity, and water service if leaking or broken pipes are detected.

Putting out small fires using an extinguisher.

Certification on CPR and AED.

Helping triage victims by controlling bleeding, treating for shock and providing basic medical aid.

Organizing yourself and volunteers to be effective towards aiding victims.

Collecting disaster intelligence to support first responder efforts.

Please complete an application and submit via email if you are interested. You will then be contacted when a class program has been scheduled. If you have any questions, please feel free to contact Captain Justin Birrell via email or at 626-307-1408.

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Monterey Park CERT Team Members - Gas Shutoff



Monterey Park CERT in action. Fire Extinguisher Training



A-SHIFT CONTINUED

Community Risk Reduction

BE PREPARED NOT SCARED

Don't Be Scared, Be Prepared

A universal message, the need to be prepared in the event of a major disaster is critical. Major disasters mean multiple crises causing emergency response personnel, public safety personnel, other city employees, and disaster relief organizations to be handling multiple emergencies throughout the community.

To help prepare your home, review our Disaster Safety Kit for the Home found on the city website. This page identifies what you need to have to be self-sufficient for at least seven days. You will also get information for resource establishments that may have the products available for purchase to keep in your kit.

Emergency Preparedness for Businesses
Please view our presentation (PDF) for more information on the city website

Important Message on Earthquake Safety:

Information purporting the Triangle of Life or any other means of earthquake survival other than Duck, Cover, and Hold are not proven methods of any standing according to the Office of Emergency Services. Please note that in the State of California the Duck, Cover, and Hold earthquake survival procedures stand.

Protect yourself during an Earthquake!



**Shake
Out**

Register at: www.ShakeOut.org

EXCELLENCE SERVICE COMMUNITY



A-SHIFT CONTINUED

Community Risk Reduction

COMMUNITY INVOLVEMENT & EVENTS

- ANNUAL FIRE SERVICE DAY
- SCHOOL DEMO'S
- PUBLIC RELATIONS
- CERT
- STATION TOURS
- COMMUNITY CLEAN-UP
- PUBLIC EDUCATION
- CITY EVENT FD BOOTH'S



MPFD Retirement Legacy Award Celebration



MPFD Fire Service Day



MPFD Personnel - Spark of Love Toy Drive



E61 & Firefighter Adam Fox - School Demonstration

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B-SHIFT

Operations & Emergency
Medical Services

BATTALION CHIEF RYAN WEDDLE

Emergency Operations:

Duties:

The Emergency Operations Division is charged with the responsibility of providing fast and efficient emergency response to fires, hazardous conditions, rescues, illnesses, or any other conditions where the health, safety, and welfare of the public is in jeopardy.

One measurement of the capabilities of the Operations Division, has been the grade assigned to the City by the Insurance Service Organization (I.S.O.). This grading also considers the water system, communications, staffing, training, and facilities. Used by the insurance industry to determine fire insurance rates for homeowners and businesses within the community, on a scale of 1 to 10, with 1 being the most desirable, Monterey Park has achieved a Public Protection Classification (PPC) rating of a Class 1.

Daily Operations:

Command and control of Emergency Operations is provided on a daily basis by three shift division chiefs on a platoon schedule.

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Battalion Chief Ryan Weddle



Firefighter Matt Hart



B-SHIFT CONTINUED



MPFD Firefighters - Roof Top Vertical Ventilation

OPERATIONS

In addition to daily emergency operations, the division chiefs and sworn personnel perform several different assignments. These duties include:

- Emergency Medical Services Program Director, EMS Coordinator
- Personnel Administration
- Seccession Planning and Recruitment
- Training Director & Coordinator, and Certified Training Instructors
- Disaster Preparedness Coordinator
- Emergency Operations Center Coordinator
- Public Information Officer
- Safety Officer
- Fleet Maintenance Coordinator
- Public Education Program Coordinator
- Reserve Firefighter and Fire Explorer Program Coordinators



MPFD Firefighters In Action

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MPFD Captains - Tullius , Birrell, Blake, Cline & Malouf



B-SHIFT CONTINUED

EMS

EMERGENCY MEDICAL SERVICES

The Emergency Medical Services Division provides fast and efficient emergency medical care through cross-trained Firefighter/Paramedics. The Fire Department's EMS Program operates two fully equipped advanced life support ambulances and two Paramedic Assessment Engines companies (E61 & E63) responding to more than 3,100 emergency medical calls each fiscal year.

Your Monterey Park Firefighter Paramedics are certified with the State of California along with Los Angeles County. We are proud to announce that your Monterey Park EMS continues to receive high marks on an annual basis by the County Of Los Angeles Emergency Medical Services Agency.

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MPFD Paramedic Rescue Ambulance 61



MPFD Paramedic Rescue Ambulance 62



C-SHIFT

TRAINING / RECRUITMENT

**BATTALION CHIEF
MARK KHAIL**

EXCELLENCE SERVICE COMMUNITY



Battalion Chief Mark Khail

The Monterey Park Fire Department is on the cutting edge of Fire Suppression and Prevention training. We pride ourselves on being the absolute very best at our job as professional Firefighters.

Our Firefighter in all ranks are consistently involved in training topics such as the following:

- Emergency Medical Services
- Fire-ground Strategy and Tactics
- Wild-land / Brush Firefighting
- Urban Search & Rescue
- Arson / Fire Investigations
- Community Risk Reduction
- Hazardous Materials
- Emergency Operations Center
- Incident Command System
- Fire Ground Survival
- Vehicle Extrication

Our MPFD training instructors are certified through the State Fire Marshal Office and have extensive experience in the topics they instruct. This means your Firefighters are trained by the very best in the business. This is proven through our continuous certification and maintaining our status as a Class-1 Fire Department.



Firefighter Dave Lawson & Captain Robbie Blake



C-SHIFT CONTINUED

TRAINING / RECRUITMENT

The Monterey Park Fire Department is entrusted with the responsibility of providing the community and its citizens with the highest level of standard care and emergency response in regards to the preservation of lives and property. Typical of most other Southern California cities, Monterey Park is subjected to naturally occurring events such as earthquakes, brush fires, flooding, and mud slides. Personnel also respond to numerous human-caused hazards as well such as building fires, environmental hazardous conditions, multi-casualty medical events, and numerous other catastrophic occurrences. Three of the most heavily traveled interstates and state highways border this city and therefore the MPFD also responds to numerous transportation related incidents.

The Monterey Park Fire Department offers a unique opportunity to those interested in making a career in the field of fire science, fire technology, emergency medical services, fire prevention and safety. The Fire Department also provides opportunities to those who wish to observe and experience the fire industry before making a permanent career choice.



MPFD Firefighters - Fire Ground Survival (FGS)



MPFD Firefighters - Vehicle Extrication

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MPFD CAPTAINS

Justin Birrell



Robert Blake



Shaine Reilly



Robert DeRosa



Steve Gregg



Adam Malouf



Rich Tullius



Scott Kelley



Brandon Reyes



Mario Ienni



Daniel Cline



Jon Gin



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EXCELLENCE SERVICE COMMUNITY



MPFD ENGINEERS

Curtis Cacciatori



Corey Calloway



Jon Chang



David Goetz



Ben Gomory



James Lega



Nick Lima



Dave Marquardt



Dan Park



Frank Padilla



Robert Rysdon



Travis Stark



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EXCELLENCE SERVICE COMMUNITY



MPFD FIREFIGHTER PARAMEDICS

Justin Chapman



Paul Kang



Cory Kilburn



Otto Monzon



Andrew Respicio



Jeff Wong



Tyler Ayala



Dave Lawson



Carter Ponce



Cory Bancroft



Ralph Weissenberger



Jano Baderian



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MPFD FIREFIGHTERS

Dominic Garcia



Justin Trejo



Kirk Templeman



Shawn Stephens



Ryan Andrews



Chase Henrich



Justin Wakefield



Robert Haines



Matt Hart



Travis McGee



Joe Carter



Adam Fox



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EXCELLENCE SERVICE COMMUNITY



URBAN SEARCH & RESCUE

EXCELLENCE SERVICE COMMUNITY

US&R-63 / CA-RTF-4

Your Monterey Park Fire Department is a all risk all hazard professional Fire Department. Your Firefighters are very active in Urban Search & Rescue incidents throughout the region. We are on the cutting edge of training and are part of Regional Task Force-4 with the State of California. The Monterey Park FD also has its own Heavy Rescue US&R-63 which responds to local incidents where this specialized equipment is needed.



MPFD US&R Members - Confined Space



MPFD US&R Members - Trench Rescue



Firefighter Jeff Wong



MPFD US&R Members - Metro Rail Training



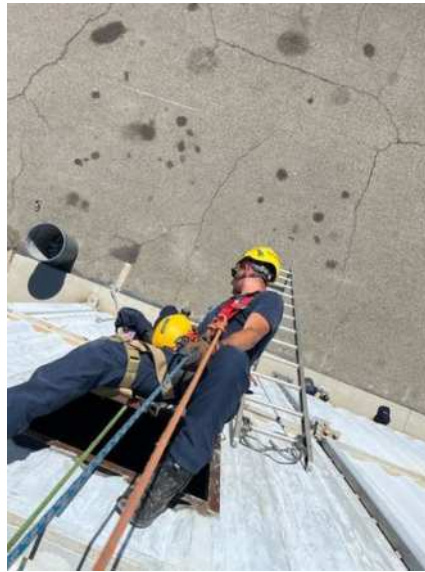
MPFD US&R CONTINUED

The Monterey Park Fire Department US&R members specialize in areas such as:

- Rope Rescue
- Confined Space
- Breaking / Breaching
- Trench Rescue
- Swift Water
- Wide Area Search
- Heavy Lifting
- Victim Extrication
- Building Shoring

These specialized skills help us perform rescues and mitigate issues on large scale incidents such as large earthquakes, flooding, mudslides or landslides, hillside rescues and rescues from possible acts of terrorism.

We are very proud of this program and we appreciate the support shown by our community.



Firefighter Matt Hart



Captain Adam Malouf



Engineer Jon Chang



MPFD US&R Members - Swift Water Rescue

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



VERDUGO FIRE COMMUNICATIONS

FIRE DEPARTMENT DISPATCH
911

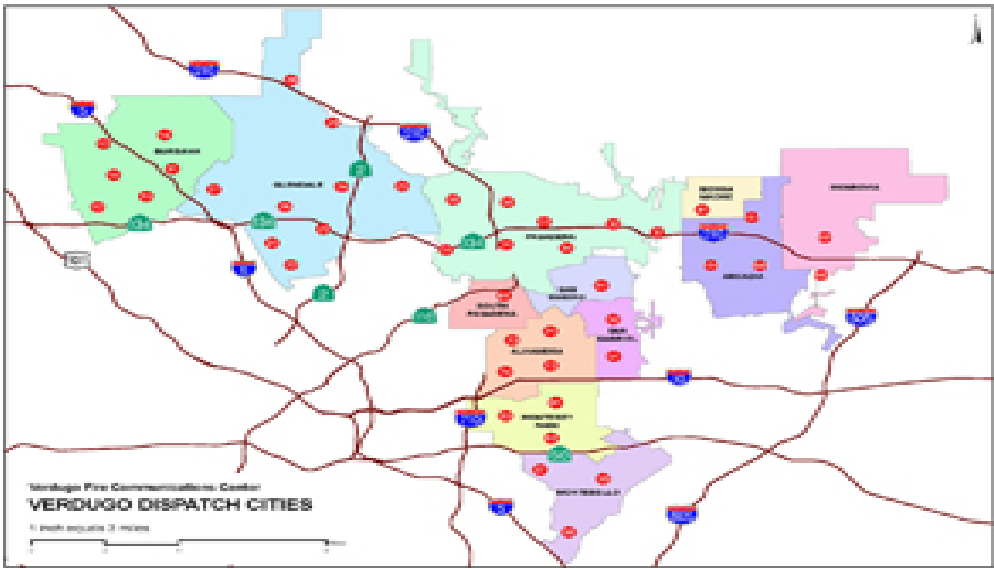
Verdugo Fire Communications Center is committed to providing the best dispatch services possible to the 13 agencies and communities they serve. They strive to continue to hire the best people, improve infrastructure and equipment, and remain fiscally responsible.

Over the years the benefits of a localized dispatch center were recognized. In its first year of operation, Verdugo dispatched over 19,000 incidents. The agreement among the original three cities included a “no borders” clause – the closest fire engine responded to calls regardless of jurisdiction.

The Monterey Park Fire Department responded to a total of 17,825 incidents including Fire, Medical, Specialized and Service calls in 2021 and 2022 combined. Verdugo Fire Communications remains dedicated to helping the Fire Department service its community when 911 is called.

EXCELLENCE SERVICE COMMUNITY

PHIL AMBROSE VFCC BATTALION CHIEF



Verdugo Fire Cities Map - Monterey Park, Montebello, Glendale, Burbank, Pasadena, Arcadia, Monrovia, Alhambra, South Pasadena, Sierra Madre, San Gabriel, San Marino.





FIRE PREVENTION CODE ENFORCEMENT

**FIRE MARSHAL
JESSICA ESTRELLA**



Fire Marshal Jessica Estrella

Duties:

The Fire Prevention Division is tasked with protecting the community before the event of an emergency through efforts to prevent fires and other hazardous conditions that could impact life, property and community. We encourage and promote education of proper fire safety and prevention practices. These efforts are divided into two major programs, fire safety and environmental safety. Activities of these programs are provided under the direction of the Fire Marshal.

The Fire Prevention Division is staffed by personnel dedicated to increasing safety, preventing or reducing fire losses, explosions, hazardous materials incidents. We ensure compliance with applicable codes and ordinances to augment fire and life safety for people who live, work, and visit in Monterey Park.

EXCELLENCE SERVICE COMMUNITY



FIRE PREVENTION
BEST PRACTICES



MPFD FIRE PREVENTION CODE ENFORCEMENT

Rey Lazano



Jose Garcia



Stephanie Estevez



SINCE 1924

Jamie Sandoval



Lizbeth Rodriguez



Manuel Martinez



EXCELLENCE SERVICE COMMUNITY



MPFD FIRE STATIONS



STATION 61

626-307-1274

350 W. NEWMARK

ENGINE 61
RESCUE 61
BATTALION 6
QUINT 61
OES ENG. 395
UT 61



STATION 62

626-307-1469

2001 S. GARFIELD

ENGINE 62
RESCUE 62
UT 62



STATION 63

626-307-1408

704 MONTEREY PASS RD.

ENGINE 63
US&R 63
UT 63 / BOO 63

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



MPFD APPARATUS



ENGINE 61
2019 KME Predator



QUINT 61
2020 KME Aerialcat 101'



RESCUE AMBULANCE 61
2016 Ford Leader Ambulance



BATTALION 6
2022 Ford F350 XLT Super Duty

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EXCELLENCE SERVICE COMMUNITY



MPFD APPARATUS



ENGINE 62
2014 KME Predator



RESCUE AMBULANCE 62
2017 Ford Leader Ambulance



ENGINE 63
2019 KME Predator

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



MPFD APPARATUS



OFFICE OF
EMERGENCY
SERVICES

ENGINE-OES 395

2018 HMEFT
1871 Series



US&R 63 HEAVY RESCUE
2005 Pierce Quantum



RESERVE QUINT 261
2000 KME Aircat 100'

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



MPFD APPARATUS



RESERVE ENGINE 64
2005 KME Renegade



RESERVE ENGINE 65
2006 KME Renegade



UTILITY 61
2016 Ford F250 Super Duty



UTILITY 62
2007 Chevy Colorado



UTILITY 63
2004 Ford F550 Utility
UT TRAILER 63-B.O.O.

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



MPFD APPARATUS



PREVENTION-FIRE MARSHAL
Ford SUV



CERT VAN & TRAILER
2003 Ford Leader Ambulance



MPFD 1ST ENGINE-1924
REO SPEEDWAGON
AMERICAN LaFRANCE
RESTORATION IN
PROGRESS

SINCE 1924

EXCELLENCE SERVICE COMMUNITY



COVID - 19

MONTEREY PARK FIRE
DEPARTMENT EMS & COVID-19

The Monterey Park Fire Department remains diligent in its efforts to assist our community with understanding and combating the COVID-19 pandemic. The MPFD also assisted in vaccine clinics for residents along with other programs to assist our community.

Our EMS and Fire Department personnel are here to assist all residents with questions or concerns regarding the pandemic. Your Fire Department adapted well to servicing the needs of the community during this ongoing issue.

For specific information regarding COVID-19 please visit the City website.

EXCELLENCE IN SERVICE COMMUNITY



MPFD Personnel - Community Involvement & COVID 19



Firefighter / Paramedic Justin Chapman



Firefighter / Paramedic's Cory Bancroft, Ben Gomory & Jeff Wong
MPFD Covid Vaccine Clinic



MPFD ARSON TASK FORCE

FIRE & INCIDENT
INVESTIGATIONS

ARSON INVESTIGATIONS FIRE INVESTIGATIONS

Your Monterey Park Fire Department has highly trained Arson and shift investigators to assist us in determining the cause of many different types of fires. Our Arson and Shift investigators are trained by the state of California Fire Marshal Office along with other specialized training from our very own Monterey Park Police Department. MPFD and MPPD work together to conduct investigations and bring suspected arsonists to justice. Our members are part of the Verdugo Arson Task Force and use specialized technology, equipment, K9 assistance along with forensics to help determine these unknown fire causes. They also respond to assistance other Fire Departments and local agencies in a unified response model.

The Monterey Park Fire and police Departments also work together every 4th of July to maintain the safety of our community and residents during this busy firework season. Illegal fireworks can cause brush fires, house fires, commercial structure fires, traffic accidents and bodily injury. Our team does an outstanding job of confiscating and disposing of illegal fireworks. Please remember safe and sane fireworks only during the July 4th holiday.

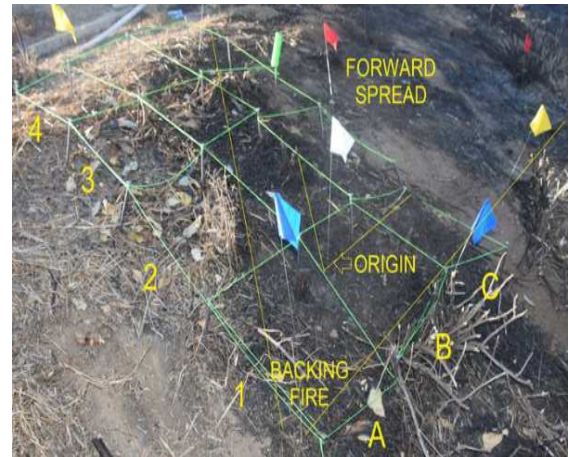
EXCELLENCE SERVICE COMMUNITY



MPFD & MPPD Arson Task Force Personnel



Task Force Range Practice



Fire Investigation Scene



Arson Task Force K9 In Action



Fire Investigation Scene



Page 283 of 332

July 4th Illegal Fireworks



WHERE WE ARE GOING

CLOSING REMARKS

The Monterey Park Fire Department is dedicated in our pursuit for excellence and the servicing of our community. We strive to always get better in all aspects of our profession as Firefighters. We will remain ready whatever the situation. We are very grateful for the close relationship we have with all stakeholders of Monterey Park including its residents. We are always available to all Monterey Park residents. We are active in the succession planning for our Fire Department and will soon welcome new promotions in the Ranks of Fire Engineer, Captain and Battalion Chief.



Firefighter Travis McGee - Window Bailout (FGS)



MPFD Firefighters - Ladder Bailout (FGS)



Engineer Calloway & Captain DeRosa

THANK YOU

The members of the Monterey Park Fire Department would like to thank all the residents and community members for the ongoing support. We truly do appreciate the community we serve. We look forward to the future and what our Fire Department can do to always be on the cutting edge while maintaining our Class-1 status. Stay Safe !



2022 KME Aerialcat 101' - MPFD Quint 61

EXCELLENCE SERVICE COMMUNITY







City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Proposition A Discretionary Incentive Grant Program Memorandum of Understanding (MOU)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute a Memorandum of Understanding, in a form approved by the City Attorney, with the Los Angeles County Metropolitan Transportation Authority to receive Proposition A Discretionary Incentive grant program revenue in the amount of \$118,942 for FY 2023-24;
2. Appropriating anticipated revenue of \$118,942 to Prop A Fund 238; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Each year, the City of Monterey Park voluntarily collects and reports data for the National Transit Database (NTD) to the Federal Transit Administration (FTA). The NTD data includes ridership and financial information for the City's fixed-route transit system, Spirit Bus, as well as the Dial-A-Ride program. In return, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorizes payment of Proposition A (Prop A) Discretionary Incentive funds to each participating agency in an amount equal to the Federal Funds generated for the region by each agency's reported data.

A Memorandum of Understanding (MOU) is required by LACMTA for the distribution of funds for the Los Angeles County region. The MOU is provided to agencies that have successfully met all NTD and FTA requirements. The City of Monterey Park is one of the agencies that has provided FTA with NTD data for programs during FY 2020-21 and has met all NTD and FTA requirements.

It is recommended that the City continue to participate in the Prop A Discretionary Incentive Program by executing the proposed LACMTA agreement and requesting funding from FY 2020-21 NTD data. Upon execution of the MOU with LACMTA, the City will invoice LACMTA to receive \$118,942 in Prop A revenue funds for FY 2023-24.

FISCAL IMPACT:

By executing the MOU with LACMTA, the City anticipates receiving \$118,942 in Prop A revenue funds (Fund 238) for FY 2023-24.

Respectfully submitted by:

Prepared by:

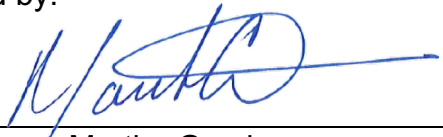


Shawn Igoe
Director of Public Works



Xochitl Tipan
Administrative Manager

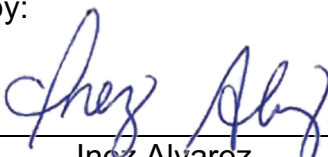
Reviewed by:



Martha Garcia
Director of Finance

Approved by:

Reviewed by:



Inez Alvarez
Interim City Manager



Karl H. Berger
City Attorney

ATTACHMENT:

1. Proposition A Discretionary Incentive Grant Program MOU (MOUPAIMONP23000)

ATTACHMENT 1
Proposition A Discretionary
Incentive Grant Program MOU
(MOUPAIMONP23000)

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2021**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2023 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Monterey Park (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2022-23 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2020-21; and

WHEREAS, the City has voluntarily submitted their FY2020-21 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2020-21 Report Year (the “Project”); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2022-23 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2023**, through **June 30, 2026** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2020-21 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2020-21 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2021**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2020-21 NTD statistics. LACMTA shall pay the City for submitting the FY 2020-21 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 12,957 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.56852457757242847 per revenue vehicle mile. See Attachment A for detail.

ARPA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$111,576 in ARPA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2026**, in the amount of **\$118,942** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIMONP23000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754-2896
Attn: Amy Ho
AMHo@MontereyPark.ca.gov

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Monterey Park

Los Angeles County Metropolitan
Transportation Authority

Inez Alvarez,
Interim City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Karl Berger
City Attorney

DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: _____

Date: 8/25/23

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$from OPCOST	Total Generated	Total (\$)Due to Jurisd Before Tier 2 Deduction	Tier II Operator Deduction	ARPA Allocation Amount	Total (\$)Due to Jurisdiction
Glendale	MB	802,412	91,653	1,828,547	781,940	8,888,224	456,190.94	1,570	\$ 457,760	457,760	(50,864)	303,901	710,798
Pasadena	MB	721,701	70,280		1,759,735	6,017,984	410,304.76	11,740	\$ 422,045	422,045	(46,895)	302,275	677,425
LADOT COMMUNITY DASH	MB	3,933,868	306,203	4,816,987	5,890,826	41,955,907	2,236,501	18,871	\$ 2,255,372	2,255,372	(258,914)		1,996,457
LADOT DEPARTMENT OF AGING	DR	147,266	28,555	105,917	374,965	4,247,161	83,724	755	\$ 84,480	84,480			84,480
Total LADOT		4,081,134	334,758	4,922,904	6,265,791	46,203,068	2,320,225	19,627	\$ 2,339,851	\$ 2,339,851			\$ 2,080,937
Total NTD 5307 Funds		5,605,247	496,691	6,751,451	8,807,466	61,109,276	3,186,721	32,936	3,219,657	3,219,657	(356,674)		3,469,160
FY23 Revenue Mile Rate		0.5685246											
FY23 Passenger Mile Rate		0.0228161											

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	ARPA Allocation	Total (\$)Due to Jurisdiction	
Alhambra	MB	8	174,548	99,234.83		123,984	223,219	
Alhambra	DR	7	65,562	37,273.61			37,274	
Artesia	DR (DT)	5	3,067	1,743.66		5,744	7,488	
Azusa	DR	6	39,334	22,362.35		43,058	65,421	
Baldwin Park	MB	6	213,561	121,414.68		106,057	227,472	
Baldwin Park	DR	2	18,695	10,628.57			10,629	
Bell	MB	1	30,952	17,596.97		25,536	43,133	
Bell	DR	9	12,370	7,032.65			7,033	
Bellflower	MB	2	72,260	41,081.59		44,082	85,164	
Bellflower	DR	2	9,946	5,654.55			5,655	
Bell Gardens	MB	3	9,360	5,321.39		67,785	73,107	
Bell Gardens	DR	3	3,550	2,018.26			2,018	
Burbank	MB	14	209,767	119,257.70	(23,294)	121,213	217,176	
Calabasas	MB	11	19,026	10,816.75		58,950	69,767	
Calabasas	DR	1	13,375	7,604.02			7,604	
Carson	MB	7	-	-			-	
Carson	DR	15	48,004	27,291.45		201,215	228,507	
Cerritos	MB	5	102,412	58,223.74		109,430	167,653	
Cerritos	DR	10	27,863	15,840.80			15,841	
Compton	MB	5	201,645	114,640.14		59,542	174,182	
Compton	DR	2	262	148.95			149	
Covina	DR	4	35,933	20,428.79		28,025	48,454	
Cudahy	MB	1	34,666	19,708.47		25,383	45,091	
Cudahy	DR	5	12,671	7,203.77			7,204	
Downey	MB	7	98,124	55,785.91		91,941	147,727	
Downey	DR	16	28,537	16,223.99			16,224	
Duarte	MB	2	DID NOT REPORT F	-			-	
El Monte	MB	7	220,080	125,120.89		139,311	264,432	
El Monte	DR	6	40,988	23,302.69			23,303	
Glendora	MB	3	30,216	17,178.54		84,874	102,052	
Glendora	DR	10	40,953	23,282.79			23,283	
Huntington Park	MB	5	143,351	81,498.57		98,850	180,349	
Huntington Park	DT	13	49,741	28,278.98			28,279	
LACDPWAvocado	MB	1	39,443	22,424.31	384,520	17,928	424,872	#####
LACDPWELA	MB	6	240,616	136,796.11		146,701	283,497	
LACDPWELA	DR	7	21,761	12,371.66			12,372	
LACDPWEast Valinda	MB	1	44,071	25,055.45		20,174	45,230	
LACDPWKing Medical	MB	1	38,912	22,122.43		16,171	38,294	
LACDPWWillowbrook Shuttle	MB	2	81,466	46,315.42		37,660	83,976	
LACDPWS.Whittier	MB	4	214,948	122,203.22		93,642	215,846	
LACDPWAthens	MB	1	35,798	20,352.04		16,882	37,234	
LACDPWLennox	MB		33,598	19,101.29		13,227	32,329	
LACDPWFloranceFirestone	MB	2	58,251	33,117.13		22,134	55,251	
Lakewood	DR	12	43,500	24,730.82		28,689	53,420	
Lawndale	MB	2	DID NOT REPORT F	-			-	
Lynwood	MB	4	147,147	83,656.69		62,365	146,022	
Malibu	DT	9	4,972	2,826.70		6,786	9,613	
ManhattanBeach	DR	4	15,507	8,816.11		22,437	31,253	
Maywood	MB	2	27,586	15,683.32		26,242	41,925	
Maywood	DR	2	18,912	10,751.94			10,752	
MontereyPark	MB	6	-	-			-	
MontereyPark	DR	3	12,957	7,366.37		111,576	118,942	
Pico Rivera	DR	3	6,739	3,831.29		9,497	13,328	
Rosemead	MB	2	110,762	62,970.92		80,604	143,575	
Rosemead	DR	3	23,337	13,267.66			13,268	
Santa Fe Springs	DR	2	8,751	4,975.16		9,191	14,166	
South Gate	MB	5	114,125	64,882.87		162,051	226,934	
South Gate	DT	9	107,991	61,395.54			61,396	
SouthPasadena	DR	5	14,995	8,525.03		16,319	24,844	
WestCovina	MB	4	167,140	95,023.20		104,328	199,351	
WestCovina	DR	4	32,463	18,456.01			18,456	
West Hollywood	MB	4	116,405	66,179		52,393	118,572	
Total		313	3,676,567	2,090,219	361,226		5,029,603	
FY23 Revenue Mile Rate		0.568524578						



City Council Staff Report

DATE: October 18, 2023

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Release of Request for Qualifications for Residential and Commercial Franchise Agreements

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing staff to release a Request for Qualifications for new City-wide residential and commercial solid waste franchise agreements; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff requests City Council's authorization to release a Request for Qualifications ("RFQ") for new solid waste franchise agreements. The existing exclusive residential contract with Athens Services and non-exclusive commercial contract with Athens Services and Ware Disposal is set to expire on August 31, 2024. Per Monterey Park Municipal Code ("MPMC") Chapter 6.09, the City will seek to award new solid waste franchises on a competitive basis. The RFQ is the first step of a four-step process to solicit proposals and award contracts to qualified bidder(s).

BACKGROUND:

MPMC Chapter 6.09 requires the City to award solid waste franchises on a competitive basis. The City contracted with HF&H Consultants for assistance with the solid waste Request for Proposals ("RFP") and new solid waste contracts. This RFQ is the first step in a four-step process leading to the selection of one or more franchisees to provide waste management services in the City:

- Step 1: Interested companies submit statements of qualification to the City.
- Step 2: The City evaluates the submittals and develops a list of qualified companies.
- Step 3: The qualified companies are invited to submit applications and service rates for a residential franchise, a commercial franchise, or both.
- Step 4: The City evaluates the applications in relation to the stated criteria and selects the companies to be awarded franchises to the lowest bidders that are willing to execute the City's contracts.

The purpose of the RFQ is to solicit Statement of Qualifications (“SOQ”) from waste management companies interested in submitting an application for franchises to collect, recycle, and dispose of residential and/or commercial waste generated in the City. The RFQ provides potential bidders with the City’s solid waste contract requirements including the number of residential and commercial customers that would be serviced and qualification criteria. The evaluation of the SOQs will result in a list of qualified bidders who will then be invited to submit proposals in response to the Request for Applications. The tentative schedule for the award of new residential and commercial franchise agreements is as follows:

Schedule	
Release of RFQ	October 19, 2023
List of Qualified Companies	January 2024
Release RFA	January 2024
Recommendation for Award of Contract(s)	March 2024
New Contract Begins	September 1, 2024

2023-2024 STRATEGIC PLAN GOAL:

The RFQ meets the City’s goal of **Sustainability**. Awarding franchise agreements to qualified waste management companies provides the City with oversight and regulation of the collection, storage, transportation, processing, and disposal of refuse, recyclables, and construction and demolition debris. This not only ensures the City meets state requirements but also supports the City’s continued success of recycling and organic waste diversion programs.

FISCAL IMPACT:

There is no fiscal impact with the release of the RFQ.

Respectfully submitted by:



Shawn Igoe
Director of Public Works

Prepared by:



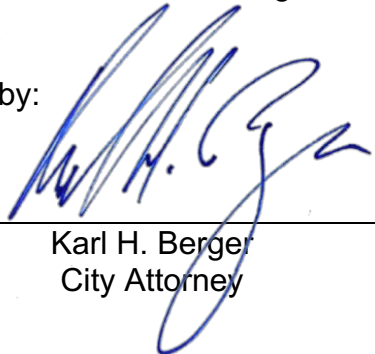
Xochitl Tipan
Administrative Manager

Approved by:



Inez Alvarez
Interim City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Request for Qualifications

ATTACHMENT 1

Request for Qualifications

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



1. INSTRUCTIONS

1. OBJECTIVE

The City of Monterey Park California (City) is soliciting statements of qualification (SOQ) from waste management companies interested in submitting an application for franchises to collect, recycle, and dispose of residential (one franchise) and/or commercial waste (up to three franchises) generated in the City. The City intends to award an exclusive franchise for the collection and management of residential waste and either an exclusive franchise or up to three non-exclusive franchises for the collection and management of commercial waste. The effective date of these new franchises will be September 1, 2024.

This request for qualifications (RFQ) is the first step in a four-step process leading to the selection of one or more franchisees to provide waste management services in the City:

- Step 1: Interested companies submit statements of qualification to the City.
- Step 2: The City evaluates the submittals and develops a list of qualified companies.
- Step 3: The qualified companies are invited to submit applications and service rates for a residential franchise, a commercial franchise, or both.
- Step 4: The City evaluates the applications in relation to the stated criteria and selects the companies to be awarded franchises to the lowest bidders that are willing to execute the City's contracts.

The City is interested in receiving SOQs from companies with a documented history of successfully providing waste management services to municipalities.

2. BACKGROUND

The City of Monterey Park is 7.73 square miles in size and is located in the San Gabriel Valley, east of the City of Los Angeles. The City's population, as of January 1, 2021, was 60,380 and is comprised of a rich mix of people with diverse backgrounds and ethnic heritages. The City is located adjacent to three major freeways that provide north-south and east-west access to all of Southern California. The 710 freeway bounds the City on the west, the 10 freeway bounds the City on the north, and the 60 freeway bounds the City on the south.

Monterey Park maintains a blend of residential and commercial land uses. Approximately 73% of the City is reserved for residential land uses, 4% for industrial uses, 14% for commercial and retail uses, and 8% for open space land uses. Industrial, retail, civic facilities, and schools shall be considered commercial waste hauling services. Single family and multifamily properties are considered residential waste hauling services for purposes of the services to be provided.

The current residential franchise agreement defines civic waste is defined as all types of Solid Waste generated by the City including solid waste placed in City-owned garbage receptacles located in public areas, City public parks, parking lots and right of ways, City-

owned facilities (e.g., City Hall, the City Yard, fire stations, police station, library, recreation centers), and solid waste generated at City events. Civic waste is currently collected under the residential Franchise Agreement, however, under the new agreement, civic waste will be collected for a fee under the commercial franchise agreement.

Residential waste management services are currently provided by Athens Services (Athens) pursuant to an exclusive franchise agreement with the City. Commercial waste management services are currently provided by Athens and Ware Disposal, Inc. (Ware) pursuant to both companies' non-exclusive franchise agreements with the City. The residential agreement and two commercial agreements expire on August 31, 2024 and, by City ordinance, cannot be renewed unless both Athens and Ware are qualified bidders and propose the lowest rates.

In March 2011, voters in the City approved Measure BB, which established the criteria that the City must follow when soliciting applications and awarding franchises for waste management services. This measure also limited the term of franchises to seven years and specified that the City could award franchises for commercial waste management services to up to three companies.

In August 2022, the City approved Resolution 2022-R68 that adopted additional criteria for the review and award of solid waste franchises. These criteria will be included in the Notice Inviting Applications.

3. CURRENT DATA

Table 1.1 provides the City's best estimate of the number of residential accounts and extra containers as of July 2023. Table 1.2 provides an estimate of the number of multifamily bins as of July 2023. Table 2.1 provides an estimate of the approximate number of commercial bins, temporary bins, and roll-off accounts as of July 2023. Table 2.2 provides an estimate of the approximate number of commercial bins as of July 2023. Table 2.3 provides an estimate of the approximate number of temporary bins and roll-off bins as of July 2023. Tables 3.1 and Table 3.2 provide an estimate of the annual quantities of mixed waste, recyclables, and source-separated organic waste collected in 2022 from Athens and Ware, respectively. Table 3.3 uses Athens and Ware's total tons collected, recovered, and disposed to calculate the diversion percentage per sector. Tables 4.1 and 4.2 provide the estimated gross receipts for FY 2022 and FY 2023, respectively.

Table 1.1: Approximate Number of Residential Accounts and Extra Containers as of July 2023

Row	Service Level	Service Levels as of July 2023
	Residential Single-Family Cart Services	
1	96-Gallon Mixed Waste Cart and 96-Gallon Green Waste Cart	10,062
2	96-Gallon Mixed Waste Cart and 64-Gallon Green Waste Cart	1,141
3	64-Gallon Mixed Waste Cart and 96-Gallon Green Waste Cart	333
4	64-Gallon Mixed Waste Cart and 64-Gallon Green Waste Cart	<u>2,439</u>
	Total Accounts	13,975
	Extra Black (Mixed Waste) Cart	
5	96 Gallons	1,522
6	64 Gallons	<u>83</u>
7	Total Extra Black Carts	1,605
	Extra Green Waste Cart	
8	96 Gallons	251
9	64 Gallons	<u>25</u>
10	Total Extra Green Waste Carts	276

Table 1.2: Approximate Number of Multifamily Bins as of July 2023

Row	Account Type	Service Levels as of July 2023
	Multifamily Mixed Waste Bins	
1	1-yard Mixed Waste Bin	1
2	2-yard Mixed Waste Bin	7
3	3-yard Mixed Waste Bin	<u>543</u>
4	Total Bins	551

Table 2.1: Approximate Number of Commercial and Temporary Bins; Roll-off Accounts as of July 2023

Row	Sector Type	Number of Accounts
1	Permanent Bin	1,084
2	Permanent Roll-off	16
3	Temporary Bin	10
4	Temporary Roll-off	<u>25</u>
5	Total Accounts	1,135

Table 2.2: Approximate Number of Commercial Containers as of July 2023

Row	Container Size	Refuse	Recycle	Organics
1	35-Gallon Cart	0	0	41
2	65-Gallon Cart	0	0	159
3	95-Gallon Cart	0	53	5
4	1.5-yard Bin	64	7	0
5	2-yard Bin	46	6	3
6	3-yard Bin	334	40	1
7	4-yard Bin	61	3	0

Table 2.3: Approximate Number of Roll-off & Temporary Bins from July 2022 - June 2023

Row	Container Size	Number of Containers
1	20-yard Permanent Mixed Waste Roll-off	15
2	30-yard Permanent Mixed Waste Roll-off	17
3	40-yard Permanent Mixed Waste Roll-off	23
4	30-yard Customer-owned Compactor Roll-off	4
5	35-yard Customer-owned Compactor Roll-off	1
6	40-yard Customer-owned Compactor Roll-off	3
7	10-yard Temporary Inert Roll-off	27
8	40-yard Temporary C&D Roll-off	35
9	3-yard Temporary Bin	72

Table 3.1: Athens Tonnage by Material CY 2022

Row	Material	Tons Collected	Tons Recovered	Tons Disposed	CY 2022 Diversion
1	Residential Mixed Waste	13,565	4,714	8,851	35%
2	Green Waste	5,083	4,610	473	91%
3	MF Rubbish	11,521	671	10,850	6%
4	MF Recycling	68	29	39	43%
5	Commercial Mixed Waste	11,711	881	10,830	8%
6	Commercial Recycle	322	142	180	44%
7	Commercial Organics	77	51	26	66%
8	Roll-off C&D	883	682	201	77%
9	Roll-off Inerts	1,116	1,116	0	100%
10	Roll-off	<u>4,683</u>	<u>450</u>	<u>4,233</u>	10%
11	Total	49,029	13,346	35,683	27%

Table 3.2: Ware Tonnage by Material CY 2022

Row	Material	Tons Collected	Tons Recovered	Tons Disposed	CY 2022 Diversion
1	C&D Debris	39	30	9	77%
2	Food Waste	31	31	-	100%
3	Green Waste	7	7	-	100%
4	Mixed Waste	1,819	674	1,145	37%
5	Recyclables	<u>626</u>	<u>520</u>	<u>106</u>	83%
6	Total	2,522	1,262	1,260	50%

Table 3.3: Total Tons by Sector CY 2022

Row	Hauler	Tons Collected	Tons Recovered	Tons Disposed	Diversion
1	Athens Residential	30,237	10,024	20,213	33%
2	Athens Commercial	<u>18,792</u>	<u>3,322</u>	<u>15,470</u>	18%
3	Athens Total	49,029	13,346	35,683	27%
4	Ware Commercial	2,522	1,262	1,260	50%
5	Total Commercial	<u>21,314</u>	<u>4,584</u>	<u>16,730</u>	22%
6	Total Residential and Commercial	51,551	14,608	36,943	28%

Table 4.1: Total Gross Receipts by Sector FY 2022 (July 2021 – June 2022)

Row	Sector	FY 2022 Gross Receipts (1)	Percent of Total
1	Residential	\$6,384,000	69%
2	Commercial	<u>\$2,857,000</u>	31%
3	Total Residential and Commercial	\$9,241,000	100%

(1) Includes City fees.

Table 4.2: Total Gross Receipts by Sector FY 2023 (July 2022 – June 2023)

Row	Sector	FY 2023 Gross Receipts (1)	Percent of Total
1	Residential	\$6,402,000	68%
2	Commercial	<u>\$3,054,000</u>	32%
3	Total Residential and Commercial	\$9,456,000	100%

(1) Includes City fees.

Companies responding to this RFQ are advised to independently verify the actual service conditions in the City including, but not limited to, the topography, street conditions, concentration and density of residential and commercial service locations, and accessibility of service locations.

4. SCHEDULE (ESTIMATED)

Release of this RFQ	Oct. 19, 2023
Deadline for submittal of questions to the RFQ	Nov. 1, 2023
City responses to question to the RFQ	Nov. 8, 2023
Statements of qualifications due	Nov. 15, 2023
City releases list of qualified companies	Jan. 2024
Notice Inviting Applications	Jan. 2024
City releases request for applications (RFA) and cost forms	Jan. 2024
Deadline for submittal of questions to the RFA.....	Jan. 2024
City response to questions to the RFA.....	Jan. 2024
Applications for franchises due	Feb. 2024
City staff recommendations to City Council	Mar. 2024
City Council award of franchises	Apr. 2024
Franchisee transition period	May 1 – Aug. 31, 2024
Franchise service begins	Sep. 1, 2024

5. COMPONENTS OF THIS RFQ

This RFQ includes five documents. Companies responding to this RFQ are advised to thoroughly review all documents.

1. These instructions
2. Company information form (MS Word, download from City Website)
3. Residential Waste Collection and Recycling Service Plan (attached)
4. Commercial Waste Collection and Recycling Service Plan (attached)
5. Certification Statement

6. QUALIFICATION CRITERIA

The company must be currently providing waste collection, recycling, and disposal services in at least three franchise areas in California. If the company desires to be considered for a residential franchise in Monterey Park, it must be currently providing services relatively similar to those described in the residential service plan in at least three residential franchise areas in California. If the company desires to be considered for a commercial franchise in Monterey Park, it must be currently providing services relatively similar to those described in the commercial service plan in at least three commercial franchise areas in California. These franchises must have been awarded by a California city, county, regional agency that provides waste services, or municipal service agency or district.

At its sole discretion, the City may eliminate from consideration for the award of a franchise any applicant who has been found to be non-compliant with the terms and conditions of a franchise executed with a city or county in Southern California within the previous five years.

7. REASONS FOR DISQUALIFICATION

Companies responding to the RFQ may be automatically disqualified from further consideration for the following reasons:

- a. Including any relatively significant false, misleading, or inaccurate information or statements in their submittals to the City
- b. Deviating relatively significantly from the communication protocol specified in these instructions
- c. Failing to execute, without modification, the Certification Statement that is included as part 5 of this RFQ
- d. Failing to complete and submit all required documents or to provide additional information requested by the City

8. REGISTRATION WITH THE CITY

Companies intending to respond to this RFQ must register their intention by sending an email to Xochitl Tipan, xtipan@montereypark.ca.gov, by November 1, 2023. The company's email to Xochitl Tipan should include:

- a. The name of the company that will be submitting the statement of qualifications
- b. The name, telephone number, and email address of the primary contact person
- c. A statement that the company intends to submit a statement of qualifications in response to the City's RFQ

Responses to questions and addendums to the RFQ will only be sent to those companies that register with the City prior to the deadline.

9. COMMUNICATION PROTOCOL

All questions and comments related to this RFQ must be submitted in writing or via email prior to November 1, 2023 to:

Xochitl Tipan, Administrative Manager
City of Monterey Park
Public Works Department
320 W. Newmark Avenue
Monterey Park, CA 91754
Email: xtipan@montereypark.ca.gov

The City staff will not respond to questions or requests for clarification received orally or via telephone, and the City will not be responsible for any oral exchanges or other information or exchanges regarding this RFQ that occur between parties.

Written responses to all questions received prior to the submittal deadline will be prepared and distributed to all companies that register with the City as being interested in responding to this RFQ. Companies are advised to not rely on responses to their questions or clarifications of the requirements of this RFQ from sources other than the written responses

received from Xochitl Tipan. The contracts for services will be the final and sole understanding between the City and the contractor(s).

10. SUBMITTAL INSTRUCTIONS

10.1 General

The City is interested in receiving SOQs that primarily contain quantitative rather than qualitative information. Companies are encouraged to refrain from submitting superfluous information and marketing brochures, and to focus on responding to the specific information requested by the City and demonstrating their ability to provide the services requested.

10.2 Due date for submittals

All components of a company's SOQ must be received by the City in a sealed envelope by **4 PM PST on November 15, 2023**.

10.3 Address for submittals

A company's SOQ must be mailed or delivered to:

City Clerk
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

10.4 Number of copies

Three bound copies and one flash drive (emails not accepted) of all components of a company's SOQ are required. All copies should be printed on paper with at least 50% recycled fiber content. Electronic copies must be in searchable PDF or Microsoft Word format as a single document.

10.5 Ownership and Control of SOQs

Responses to this RFQ will become the exclusive property of the City of Monterey Park. All documents submitted in response to this RFQ will be public records and subject to disclosure.

10.6 Contents of the SOQs

If a company fails to provide any of the relatively significant information requested by the City, the company's SOQ may be deemed incomplete, and the company may be disqualified from consideration for a franchise.

a. Cover Letter

The cover letter should be no longer than two pages and must be signed by an officer or official with the authority to make binding commitments on behalf of the company. The title of the individual signing the cover letter must be specified. If a company is a subsidiary, it shall clearly identify the parent company and shall include the parent company's signature on the cover letter and Certification Statement.

b. Company Information Form

All sections must be completed. Companies must indicate if they wish to be considered for a residential franchise, a commercial franchise, or both.

Some sections of the form require that additional information or clarifications be provided. This document is distributed as an MS Word file so companies can add the requested information directly in the text boxes in the document. The text boxes can be expanded to accommodate the requested information.

Companies should not attach general marketing brochures, press materials or clippings about their companies or facilities, or include any audio or video materials or live hyperlinks to such materials.

c. Certification Statement

The statement, as prepared by the City, must be signed by an officer of the company with the authority to make binding commitments on behalf of the company. The company should place a checkmark next to "Residential Waste Collection and Recycling Service Plan" and/or "Commercial Waste Collection and Recycling Service Plan," to indicate that it has read and understands the requirements specified in these documents. The City may require companies to provide additional information to:

- i. Clarify any of the facts, statements, or calculations in their SOQs
- ii. Further explain or elaborate upon the litigation or investigations in which the company, its parent, or any of its subsidiaries is a party
- iii. Provide more details on any instances in which the company, its parent, or any of its subsidiaries were found to not be in compliance with any permit, license, or franchise terms and conditions.

11. EVALUATION

All statements of qualification received by the submittal deadline will first be evaluated by the City for completeness, and those determined to be complete will be evaluated in relation to the qualification criteria specified in these instructions. The City staff and/or its representatives may contact representatives at other agencies where the companies are currently or have previously provided waste collection and recycling services. The City Manager shall be responsible for recommending eligible bidders to the City Council. The Council shall be responsible for making the ultimate determination the companies that qualify as eligible bidders.

12. NOTIFICATION

All companies that submitted a statement of qualifications by the deadline will be notified in writing by the date specified in Section 4 of these instructions of the results of the City's evaluation of their qualifications. Companies judged to be qualified will be invited to submit a proposal and cost forms for a residential franchise, a commercial franchise, or both.



2. COMPANY INFORMATION FORM

A. Company Information

1. Company name:
2. DBA:
3. Corporate or other parent:
4. Physical location of primary office in Los Angeles County
Street:
City: State: Zip code:
5. Company type:
☐ Corporation State in which company is incorporated
☐ LLC
☐ Partnership
☐ ESOP
☐ Sole proprietorship
☐ Other:
6. Years in business:
7. For which franchise are you submitting this SOQ? (check one or both)
☐ Residential ☐ Commercial

B. Contact Person

7. Contact name: Telephone:
Title: Email address:
8. Contact mailing address:
Street:
City: State: Zip code:
9. Company official with the authority to bind and make commitments on behalf of the company
(include parent company if applicable)
Names: Titles:

C. Company Ownership

10. Are shares in the company publicly traded? ☐ Yes ☐ No If "Yes", skip to Section D.
If "No", complete the remainder of this section.
11. List the names and addresses of the ten largest shareholders or partners and those with a 10% or greater ownership interest in the company:

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
CITY OF MONTEREY PARK, CA
COMPANY INFORMATION FORM

Name	Address	Ownership Share
11.1		%
11.2		%
11.3		%
11.4.		%
11.5.		%
11.6		%
11.7		%
11.8		%
11.9		%
11.10		%

12. List the company officers and directors (including parent company if applicable)

Name	Title/Position
------	----------------

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D. Franchise Experience

13. To be qualified, your company must have at least three franchises in California. List the details of applicable franchises in California for which your company is currently providing waste collection and recycling services. You must list at least three for the type of franchise that you are seeking (residential and/or commercial). List franchises in Los Angeles County first. If the franchise covers a zone or district within the jurisdiction, enter the name of the zone or district in "Area Served". If the franchise covers the entire jurisdiction, enter the name of the jurisdiction in "Area Served."

Residential	Commercial
Please confirm the Company has at least three residential franchises within California: ☐ Yes ☐ No	Please confirm the Company has at least three commercial franchises within California: ☐ Yes ☐ No

Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection
Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection

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Jurisdiction Area Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection
Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection
Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection

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Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection
Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection
Jurisdiction Area Served Year franchise awarded Waste & materials collected in 2022 tons Contact Person Telephone #	Franchise Type Select Number of residential customers Number of commercial customers Percent of waste & materials collected in 2022 that was diverted from disposal %	Services Provided <i>check all that apply</i> ☐ Waste collection ☐ Mixed waste recycling ☐ Source separation recycling ☐ Mixed organics recycling ☐ Food waste recycling ☐ Green waste recycling ☐ C&D debris recycling ☐ Bulky item collection

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
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E. Litigation History

14. Provide details on any litigation filed within the past ten years between your company, parent company, or subsidiaries and a California public agency that related to a contract, permit, or franchise for solid waste services. If you need additional space, please use the format below and submit an attachment to your proposal.

14.1	Agency	Date Filed	Status	Select
	Name of your company, parent, or subsidiary that was a party			
	<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.2	Agency	Date Filed	Status	Select
	Name of your company, parent, or subsidiary that was a party			
	<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.3	Agency	Date Filed	Status	Select
	Name of your company, parent, or subsidiary that was a party			
	<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.4	Agency	Date Filed	Status	Select
	Name of your company, parent, or subsidiary that was a party			
	<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.5	Agency	Date Filed	Status	Select
	Name of your company, parent, or subsidiary that was a party			
	<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
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COMPANY INFORMATION FORM

14.6	Agency	Date Filed	Status Select
Name of your company, parent, or subsidiary that was a party			
<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.7	Agency	Date Filed	Status Select
Name of your company, parent, or subsidiary that was a party			
<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

14.8	Agency	Date Filed	Status Select
Name of your company, parent, or subsidiary that was a party			
<i>In the space below, provide a description of the litigation, indicate how your company responded to the litigation, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issues that caused the litigation to be initiated.</i>			

F. Compliance History

15. In the past five years, has the company, its parent, or its subsidiaries been fined, penalized, or been assessed liquidated damages by a California agency for violation of any California laws or regulations related to the collection, recycling, or disposal of solid waste? If you need additional space, please use the same format as below and attach such to your proposal.

☐ Yes ☐ No If "Yes", provide details

15.1	Agency	Date	Amount \$
Issue			
<i>In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.</i>			

15.2	Agency	Date	Amount \$
Issue			
<i>In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.</i>			

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
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15.3 Agency

Date

Amount \$

Issue

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

15.4 Agency

Date

Amount \$

Issue

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

15.5 Agency

Date

Amount \$

Issue

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15.6 Agency

Date

Amount \$

Issue

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15.7 Agency

Date

Amount \$

Issue

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

15.8 Agency

Date

Amount \$

Issue

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
CITY OF MONTEREY PARK, CA
COMPANY INFORMATION FORM

any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

-
16. In the past five years, has the company, its parent, or subsidiaries been fined or assessed liquidated damages for violation of the terms, conditions, or requirements of a permit, license, or franchise for the collection, recycling, or disposal of solid waste in California or received a notice of default or a notice of violation of the terms, conditions, or requirements of a permit, license, or franchise for the collection, recycling, or disposal of solid waste in California? If you need additional space, please use the format below and attach such to your proposal.

☐ Yes ☐ No If "Yes", provide details

16.1 Agency	Date	Amount \$
Issue		

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

16.2 Agency	Date	Amount \$
Issue		

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

16.3 Agency	Date	Amount \$
Issue		

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

16.4 Agency	Date	Amount \$
Issue		

In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
CITY OF MONTEREY PARK, CA
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16.5 Agency Issue	Date	Amount \$
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In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

16.6 Agency Issue	Date	Amount \$
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16.7 Agency Issue	Date	Amount \$
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16.8 Agency Issue	Date	Amount \$
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In the space below, provide a description of the issue that resulted in the fine, penalty, or liquidated damages, indicate how your company responded, and identify how it was resolved or current status of any corrective or remedial actions taken by your company to address the issue that caused the fine, penalty, or liquidated damages to be levied.

-
17. Is the company, its parent, or any of its subsidiaries currently the subject of any litigation or investigations by a law enforcement or public agency related to the waste collection, recycling, or disposal activities of the company, its parent, or any of its subsidiaries in California? If you need additional space, create a new page using the format below and attach it to your proposal.

☐ Yes ☐ No If "Yes", provide details

17.1 Agency Issue	Date filed or initiated	Status Select
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In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any

STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
CITY OF MONTEREY PARK, CA
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corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

17.2 Agency

Date filed or initiated

Status Select

Issue

In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

17.3 Agency

Date filed or initiated

Status Select

Issue

In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

17.4 Agency

Date filed or initiated

Status Select

Issue

In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

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Date filed or initiated

Status Select

Issue

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17.6 Agency

Date filed or initiated

Status Select

Issue

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STATEMENT OF QUALIFICATIONS FOR A WASTE COLLECTION AND RECYCLING FRANCHISE
CITY OF MONTEREY PARK, CA
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corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

17.7 Agency

Date filed or initiated

Status Select

Issue

In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

17.8 Agency

Date filed or initiated

Status Select

Issue

In the space below, provide a description of the issue that is/was the subject of the litigation or investigation, indicate if it was resolved or the status and how your company responded, and identify any corrective or remedial actions taken by your company to address the issue that caused the litigation or investigation to be initiated.

Note: The City may require companies to provide more details on any of these issues.



3. RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICE PLAN

The City of Monterey Park will be awarding an exclusive franchise for the collection, recycling, and disposal of waste from single and multifamily residents. The term of this franchise will be from September 1, 2024 to no later than August 31, 2031 (7 years). This document describes the services that the franchisee will be required to provide to single family and multifamily customers in the City. Companies submitting a statement of qualifications for a franchise are advised to read this document carefully as they must certify that their company has the experience, skill, and resources to successfully provide these services.

Additional details of the services to be provided will be listed in the draft franchise agreement upon release of the request for applications (RFA).

1. Single Family Service

- 1.1 Provide weekly curbside collection of refuse, recyclable materials, and mixed organics (yard waste and food waste) from approximately 14,000 single family residences either through a 2-cart system (Mixed waste and Mixed Organics) or 3-cart system (Refuse, Recyclable materials, and Mixed Organics). If Franchisee is to Co-collect Solid Waste and Recyclables, a High Diversion Organic Waste Processing Facility (HDOWPF) must be used and specified in the Agreement.
- 1.2 Divert from disposal, at least 50% of the refuse and materials collected through approved CalRecycle diversion methods.
- 1.3 Dispose of non-recyclable waste in a fully-permitted disposal facility.
- 1.4 Provide customers participating in the food waste recycling program with a covered container for in-kitchen use.
- 1.5 Provide roll-out/backyard service for a fee to customers that request this service.
- 1.6 Provide roll-out/backyard service at no charge to customers that, because of physical limitations or handicaps, qualify for a fee exemption. The City will establish the criteria for such an exemption.

2. Multifamily Service

- 2.1 Provide collection of refuse, recyclable materials, and mixed organics from multifamily residences. If Franchisee is to Co-collect Solid Waste and Recyclables (Mixed Waste), a High Diversion Organic Waste Processing Facility (HDOWPF) must be used and specified in the Agreement. Frequency of collection shall be determined by the service needs of each building but shall occur at least once per week.

- 2.2 Divert from disposal, at least 50% of the refuse and materials collected through approved CalRecycle diversion methods. All customers are to be provided with recycling and organic waste diversion services.
- 2.3 Refuse service containers shall be clean, newly-painted 1.5, 2, 3, or 4 yard steel bins with wheels and covers. Customers that cannot accommodate a bin are to be provided with lidded wheeled carts of adequate size and construction. All carts provided to multifamily customers for refuse, recycling, and mixed organics service shall be new.
- 2.4 Roll-out service to be provided at no extra charge to the customer.

3. Containers

- 3.1 The franchisee's name and customer service telephone number shall appear on all containers. Franchisee to propose a method to identify which container belongs to which customer.
- 3.2 All container labels shall be SB 1383-compliant and advise customers to not place hazardous materials or universal waste in the containers and provide a telephone number to call for information on the proper disposal of these items. The labels shall also indicate that the customer should contact the franchisee for repair or replacement of damaged containers.

Bins shall include a sticker or label with a safety warning.

- 3.3 Provide all single-family customers with new wheeled carts with lids.
- 3.4 The standard and optional container sizes will be:

	Refuse (or Mixed Waste)	Recyclables	Organics
Standard cart sizes	64 or 96 gal	64 or 96 gal	64 or 96 gal
Standard bin sizes for multifamily	1.5 yd	1.5 yd	1.5 yd
	2 yd	2 yd	2 yd
	3 yd	3 yd	3 yd
	4 yd	4 yd	4 yd
Optional sizes to be available at a different monthly rate	35 gal	35 gal	35 gal

4. Maintenance and Repair, and Exchange of Containers

All customer containers shall be maintained in good condition and must be kept clear of graffiti. Broken or damaged containers shall be repaired or replaced by the franchisee at no charge to the customer. Bins, particularly those used for the collection of food waste, shall be cleaned as needed to eliminate odors.

5. Cleanup Events

Provide collection service (including roll off) for four cleanup events per year at no charge. Approximately three roll offs per cleanup event will be used to collect bulky items and e-waste.

6. Temporary Bin Service

This service will not be included in the residential franchise. However, the franchisee will be allowed to provide these services on a competitive basis with other commercial service providers selected by the City.

7. Vehicles and Collection Routes

All vehicles used to service customers are to be 2017 models or newer and in full compliance with all local, regional, and state regulations, including SCAQMD Rule 1193. All vehicles shall be kept clean, painted, free of graffiti, and in good repair.

Collection routes are to be dedicated to the City and designed to minimize total vehicle-miles required to service customers and transport collected refuse and materials from the City to processing and disposal facilities.

8. Billing of Customers and Payment for Services

The Franchisee will be responsible for billing customers bi-monthly (every other month) for regular weekly service according to the effective service rate schedule.

9. Service Rates

The City will set the rates charged to customers. The initial rates will be based on those submitted by the applicant to which the franchise is awarded. Rates will be adjusted once annually by the average annual change in the consumer price index for all urban consumers as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Long Beach-Anaheim area.

10. Customer Service and Support

Provide the personnel, equipment, and systems necessary to receive and respond to customer requests for extra services, changes to service, bulky item collection, and equipment repair or exchange. The standard time for responding to and resolving customer calls shall be 24 hours or the next business day, whichever is sooner. There shall be adequate customer service staff fluent in English, Spanish, and Chinese (Mandarin and Cantonese).

11. Customer Education and Outreach

Provide all new customers with information on the services provided, collection schedules, proper handling of hazardous and universal waste, the importance of recycling and waste diversion, and the procedures for separating and handling recyclable materials and organics. The franchisee will also be required to provide on-going customer education on these topics through periodic articles in the local media, social media, materials and displays at four community events per year, quarterly newsletters to customers, and move-in/move-out packets. Printed materials must be available in English, Spanish, and Chinese.

12. Litter Control

Collect and transport refuse and materials so as to avoid the creation of litter or spills on City streets, driveways, and private property. Drivers will be responsible for cleaning up spills and litter created when servicing a customer cart or bin.

13. Electronic Waste Collection

Provide on-call collection of electronic waste from a customer location up to four times per year at no cost. Additional collections to be provided at a fee set by the City.

14. Bulky Item Collection

Provide on-call bulky item collection from a customer location at no charge.

Collect and divert from disposal, Christmas trees placed for disposal by customers during the three weeks after Christmas each year at no additional charge .

15. Reporting

Monthly reports shall be submitted to the City with information on the quantities of waste and materials collected, recycled, and disposed, and the number of customers served. The reports must also indicate the quantities of materials transported and processed at all facilities used during the month. Information on facility usage submitted to the City must be consistent with the information submitted by the franchisee to the facility operators and the Disposal Reporting System.

The City shall specify the form of the reports and the method by which reports are to be submitted. The percent of waste diverted from disposal shall be calculated and reported monthly. If the franchisee uses material recovery or recycling facilities that receive waste and materials from more than one source, the waste diversion rate reported to the City shall be based on the actual characteristics of the waste or materials from the City delivered to those facilities.

The waste diversion rate reported to the City must be based on the quantities of waste and materials collected in the City each month that are diverted from disposal. Diverted materials from other jurisdictions shall not be included in the calculation of the franchisee's waste diversion rate reported to the City.

16. Audits and Inspections

The City shall have the right to audit the franchisee's books and records related to the services provided pursuant to the residential franchise.

17. SB 1383 Compliance

Franchisee shall perform and/or assist the City with the following services in compliance with CalRecycle requirements under SB 1383: contamination monitoring, route reviews and inspections (Section 18984.5), food recovery assistance, which may include inspections (Section 18991), waiver assistance (Section 18984.11), organic waste recovery education and outreach (Section 18995.1) and all recordkeeping and reporting requirements.

18. Recovered Organic Waste Product (ROWP) Procurement

Franchisee shall provide the City with ROWP for the City to meet its procurement target. Amount shall be allocated between residential and commercial franchises.

19. Insurance

The franchisee shall obtain and keep in effect, the following insurance policies and limits:

Comprehensive general liability	\$10 million
Automobile liability.....	\$10 million
Worker's Compensation Liability.....	Limits required by the State of California
Pollution Liability Insurance	\$2 million per occurrence
	\$4 million aggregate

20. Emergency Service

The franchisee will be expected to provide emergency collection, cleanup, and disposal services when requested to do so by the City at rates to be determined by the City and franchisee.



4. COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICE PLAN

The City of Monterey Park will be awarding either an exclusive franchise or up to three non-exclusive franchises for the collection, recycling, and disposal of waste from commercial and industrial businesses in the City. The term of this franchise will be from September 1, 2024 to no later than August 31, 2031 (7 years). This document describes the services that the successful franchise(s) will be required to provide to customers in the City. Companies submitting a statement of qualifications for a franchise are advised to read this document carefully as they must certify that their company has the experience, skill, and resources to successfully provide these services.

Additional details of the services to be provided will be included in the draft franchise agreement upon the release of the request for applications (RFA).

1. Weekly Collection, Recycling, and Disposal Services

- 1.1 Provide regular collection of refuse recyclable, and mixed organic materials from approximately 1,000 commercial and industrial businesses in the City. If franchisee is to Co-collect Solid Waste and Recyclables (Mixed Waste), a High Diversion Organic Waste Processing Facility (HDOWPF) must be used and specified in the Agreement. Frequency of collection shall be determined by the service needs of each customer, but shall occur at least once per week.
- 1.2 Divert from disposal, at least 50% of the refuse and materials collected through approved CalRecycle diversion methods. At least 65% of construction and demolition debris collected must be diverted from disposal.
- 1.3 Dispose of non-recyclable waste in a fully-permitted disposal facility.
- 1.4 Containers:
 - 1.4.1 Provide each customer with an appropriately-sized cart, bin, or roll-off.
 - 1.4.2 Bins may be new or used, of welded steel construction, with wheels and covers.
 - 1.4.3 Customers that cannot accommodate a bin are to be provided with lidded wheeled carts of adequate size and construction. All carts provided to customers for refuse, recycling, and mixed organic service shall be new.
 - 1.4.4 Roll-offs to be clean and in good repair.
 - 1.4.5 All container labels shall be SB 1383-compliant and marked with the name and customer service telephone number of the franchisee, and shall advise the customer to not dispose of hazardous materials or universal waste. A telephone number for information on the proper disposal of these items shall

be included. The label shall also indicate that the customer should contact the franchisee for repair or replacement of damaged containers.

1.4.6 All bins and roll-offs shall include a sticker or label with a safety warning.

1.4.7 Maintenance and Repair, and Exchange of Containers: All customer containers shall be maintained in good condition and must be kept clear of graffiti. Broken or damaged carts and bins shall be repaired or replaced by the franchisee at no charge to the customer or City. Bins, particularly those used for the collection of food waste, shall be cleaned as needed to eliminate odors.

1.5 Provide as-needed service for customer-owned compactors.

1.6 Provide roll-out service for a fee to customers that request this service.

1.7 Provide all customers with recycling services and organic materials (landscaping debris and trimmings, non-hazardous wood waste, and food waste) diversion services.

2. Temporary Services

2.1 Provide appropriately-sized bins and roll-offs for the temporary collection of refuse, recyclable materials, and construction and demolition debris to customers who order such service. Customers for temporary service are to be offered a variety of bin and roll-off sizes, and containers for the collection of mixed and source separated materials.

2.2 At least 65% of the construction and demolition debris collected from customers provided with temporary service must be diverted from disposal.

3. City Facilities & Public Containers

3.1 Provide containers for refuse, recycling, and mixed organic services at the following City facilities. Additional details of roll-off services will be included upon the release of the request for applications (RFA).

Facility	Address	Service Description	Frequency
Street Cans	Various locations	Street cans	6 days/week
American Legion, Boys & Girls Club	338 S Ramona Ave	(3) 3-yd refuse bin 65-gal organics cart	5x week Weekly
Barnes Park	400 S McPherrin Ave	(3) 3-yd refuse bin (3) 65-gal organics cart	3x week Weekly
City Hall	300 W Newmark Ave	(3) 3-yd refuse bin	3x week
City of Monterey Park	0000 Monterey Pass Rd	30-yd refuse roll-off	As needed
City of Monterey Park	700 El Mercado Ave	3-yd refuse bin	2x week
Corporation Yard	751 S Alhambra Ave	(2) 3-yd refuse bin	Weekly
Corporation Yard	751 S Alhambra Ave	(4) 10-yd inert roll-off	As needed
Corporation Yard	751 S Alhambra Ave	30-yd refuse roll-off	As needed
Corporation Yard	751 S Alhambra Ave	(2) 30-yd metal roll-off	As needed
Delta Plant	2655 N Delta Ave, Rosemead	4-yd refuse bin 10 yd special waste bin for carbon waste disposal (1)	Weekly As-needed

COMMERCIAL WASTE SERVICE PLAN BEGINNING SEPTEMBER 1, 2024
CITY OF MONTEREY PARK, CA

Facility	Address	Service Description	Frequency
Fire Station	2001 S Garfield Ave	3-yd refuse bin 65-gal organics cart	Weekly
Fire Station	704 Monterey Pass Rd	(2) 3-yd refuse bin 65-gal organics cart	Weekly
Garvey Ranch Park	781 S Orange Ave	3-yd refuse bin	Weekly
George Elder Park	1950 Wilcox Ave	3-yd refuse bin	Weekly
Langley Center	404 W Emerson Ave	3-yd refuse bin (2) 65-gal organics cart	3x week
Library	318 S Ramona	3-yd refuse bin	3x week
Police Department	320 W Newmark Ave	(3) 3-yd refuse bin 3-yd recycling bin	3x week
Russell Reservoir	750 S. Russell Ave	10-yd inert roll off 10-yd special waste for asbestos pipe disposal (2)	As-needed

- (1) The City is requesting to obtain a few bins semi-annually to dispose of virgin carbon mixed with some dirt to keep its overflow pond clean at Delta Plant. The City estimates 2 bins or lowboys will be needed.
- (2) Russell Reservoir requests special bins for hazmat materials (asbestos water pipe). The City replaces the asbestos water pipes about every 5 years or longer. The City does not fill the bin up too often due to low amount of disposal. The City required to have a locking sealed bin for the storage of the hazmat material.

3.2. Provide abandoned item pickup service.

4. Vehicles and Collection Routes

All vehicles used to service customers are to be 2017 models or newer and in full compliance with all local, regional, and state regulations, including SCAQMD Rule 1193. All vehicles shall be kept clean, painted, free of graffiti, and in good repair.

Collection routes are to be dedicated to the City and designed to minimize total vehicle-miles required to service customers and transport collected refuse and materials from the City to processing and disposal facilities.

5. Billing of Customers and Payment for Services

The franchisee(s) will be responsible for billing customers for services provided. Franchise and other fees levied by the City are to be included in the amounts charged to customers and remitted to the City upon receipt by the franchisee(s).

6. Service Rates

If the City awards an exclusive commercial franchise, the initial rates will be based on those submitted by the applicant to which the franchise is awarded. If the City awards non-exclusive franchises, the franchisees will be responsible for determining the rates charged to their customers. However, the City will set ceilings for rates based on the franchisees' proposals.

Rates may be adjusted once annually by the average annual change in the consumer price index for all urban consumers as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Long Beach-Anaheim area.

7. Franchisee Service Contracts with Customers

The term of any service contracts between a franchisee and its customers shall not extend beyond the term of the franchisee's franchise agreement with the City.

Franchisees shall not include any automatic renewals or extensions, such as “evergreen” clauses, in the service contracts with its customers.

In the event that the City issues non-exclusive franchises, each customer shall be provided with the option of terminating its services with a franchisee upon 30 days’ notice provided that the customer is not delinquent in paying for services received from the franchisee.

8. Customer Service and Support

Provide the personnel, equipment, and systems necessary to receive and respond to customer requests for extra services, changes to service, bulky item collection, billing questions, and equipment repair or exchange. The standard time for responding to and resolving customer calls shall be 24 hours or the next business day, whichever is sooner. There must be adequate customer service staff fluent in English, Spanish, and Chinese (Mandarin and Cantonese).

9. Customer Education and Outreach

Provide all new customers with information on the services provided, collection schedules, proper handling of hazardous and universal waste, the importance of recycling and waste diversion, and the procedures for separating and handling recyclable materials and organics. The franchisee will also be required to provide on-going customer education on these topics through quarterly newsletters to customers. Printed materials must be available in English, Spanish, and Chinese.

The franchisee(s) will be responsible for providing customers with the information required to support compliance with AB 341, AB 1826, and SB 1383, including providing the City with the information required to meet the respective reporting requirements.

10. Litter Control

Collect and transport refuse and materials so as to avoid the creation of litter or spills on City streets, driveways, and private property. Drivers will be responsible for cleaning up spills and litter created when servicing a customer cart or bin.

11. Reporting

Monthly reports shall be submitted to the City with information on the quantities of waste and materials collected, recycled, and disposed, and the number of customers served. The reports must also indicate the quantities of materials transported to and processed at all facilities used during the month. Information on facility usage submitted to the City must be consistent with the information submitted by the franchisee to the facility operators and the Disposal Reporting System.

The City shall specify the form of the reports and the method by which reports are to be submitted. The percent of waste diverted from disposal shall be calculated and reported monthly. If the franchisee uses material recovery or recycling facilities that receive waste and materials from more than one source, the waste diversion rate reported to the City shall be based on the actual characteristics of the waste or materials from the City delivered to those facilities.

The waste diversion rate reported to the City must be based on the quantities of waste and materials collected in the City each month that are diverted from disposal. Diverted materials from other jurisdictions shall not be included in the calculation of the franchisee's waste diversion rate reported to the City.

12. SB 1383 Compliance

Franchisee shall perform and/or assist the City with the following services in compliance with CalRecycle requirements under SB 1383: contamination monitoring, route reviews and inspections (Section 18984.5), food recovery assistance, which may include inspections (Section 18991), waiver assistance (Section 18984.11), organic waste recovery education and outreach (Section 18995.1), and all recordkeeping and reporting requirements.

13. Recovered Organic Waste Product (ROWP) Procurement

Franchisee shall provide the City with ROWP for the City to meet its procurement target. Amount shall be allocated between residential and commercial franchises.

14. Audits and Inspections

The City shall have the right to audit a franchisee's books and records related to the services provided pursuant to the franchise.

15. Insurance

Franchisees shall obtain and keep in effect, the following insurance policies and limits:

Comprehensive general liability	\$10 million
Automobile liability.....	\$10 million
Worker's Compensation Liability.....	Limits required by the State of California
Pollution Liability Insurance	\$2 million per occurrence
	\$4 million aggregate



5. CERTIFICATION STATEMENT

_____ ("The Company") has submitted a statement of qualifications (SOQ) to the City of Monterey Park for a waste collection and recycling franchise. The individual signing below certifies on behalf of the Company, that:

1. The Company has reviewed the actual service conditions and requirements in the City, read and understands the service plans provided by the City, and based on its independent judgment, it has the skills, resources, and experience required to successfully provide the services described in the:

_____ Residential Waste Collection and Recycling Service Plan

_____ Commercial Waste Collection and Recycling Service Plan
2. The SOQ and related documents submitted to the City do not contain any false, misleading, or inaccurate information, statements, or facts.
3. When preparing its SOQ, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an SOQ to the City.
4. The Company will adhere to the communication protocols specified in the instructions to the Request for Qualifications.
5. The City of Monterey Park staff and/or its representatives may contact representatives of the cities and counties where our company provides services, for the purpose of obtaining information on our performance and experience.
6. The City of Monterey Park staff and/or its representatives may inspect our facilities at a time that is mutually convenient.
7. If awarded a franchise, the company will meet and maintain the waste diversion requirements specified in the City's service plans.
8. The Company acknowledges that the City of Monterey Park is the sole arbiter of our qualifications for a waste collection and recycling franchise. The City reserves the right to waive irregularities in qualification statements or to reject all proposals and reissue the RFQ.

Request for Qualifications for a Commercial and Residential
Waste Collection and Recycling Franchise
City of Monterey Park, CA



I certify and declare under penalty of perjury, that the foregoing is true and correct.

Signature of corporate officer or official

Date

Printed name

Title

Signature of corporate officer or official of parent company if applicable

Date

Printed name

Title