**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**

**Wednesday**

**December 1, 2021**

**6:30 p.m.**

**Public Hearing Item No. 4A will begin promptly at 7:00 p.m.**

**ASSEMBLY BILL NO. 361**

These meetings will be conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution.

Accordingly, Councilmembers will be provided with electronic meeting login information; they will not be physically present at Council Chambers.

Pursuant to City Council resolution, the public may provide public comment utilizing the methods set forth below.

Note that City Hall is currently closed to the public. You will not be admitted to City Hall.

**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.

**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.

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

**PUBLIC PARTICIPATION**

In accordance with Government Code § 54953(e) and City Council resolution, remote public participation is allowed in the following ways:

Via Email (Written Communications)

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City's administrative record.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling **(888) 788-0099 or (877) 853-5247** and entering Zoom Meeting ID: **289 222 5995** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

| | |
|---|---|
| **CALL TO ORDER** | **Mayor** |
| **FLAG SALUTE** | **Mayor** |
| **ROLL CALL** | **Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, 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:**

- Recreation and Community Services

**[1.] PRESENTATION – NONE.**

**[2.] OLD BUSINESS – NONE.**

## [3.] CONSENT CALENDAR ITEMS NO. 3A-3H

### 3-A. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") TO ADD CHAPTER 6.15 MANDATING REDUCTION OF ORGANIC WASTE DISPOSAL

It is recommended that the City Council consider:

(1) Waiving the second reading and adopting the proposed ordinance; and/or

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

### 3-B. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.28 REGULATING THE PERSONNEL BOARD

It is recommended that the City Council consider:

(1) Waving the second reading and adopting the Ordinance amending Chapter 2.28 of Monterey Park Municipal Code ("MPMC") regulating the Personnel Board responsibilities; and

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

### 3-C. A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN TWO NATIONAL OPIOID LITIGATION SETTLEMENTS AND AUTHORIZING CITY MANAGER EXECUTION OF RELATED PARTICIPATION AND SUBDIVISION AGREEMENTS

It is recommended that the City Council consider:

(1) Adopting a resolution approving the City's participation in two national opioid litigation settlements and authorizing City Manager execution of related participation and subdivision agreements; and

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

### 3-D. LEGAL SERVICES AGREEMENT WITH ARMSTRONG & SIGEL, LLP (WORKERS COMPENSATION)

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a standard legal retainer with Armstrong & Sigel, LLP, in a form approved by the City Attorney, for on-call workers compensation legal services; or

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

### 3-E. POLICE DEPARTMENT AND HUMAN RESOURCES OFFICE FURNITURE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement with National Business Furniture, in a form approved by the City Attorney, to purchase office furniture for the Police Department and Human Resources; and

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

## 3-F. CITY FACILITIES SECURITY SYSTEM

It is recommended that the City Council consider:

(1) Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorize the City Manager to execute an agreement with Verkada Inc., in a form approved by the City Attorney, to purchase a security surveillance camera system through Relevant-IT, a certified partner and Verkada assigned distributor for $775,374.66;

(2) Adopting a resolution to authorize solicitation of bids to install two hundred and forty-eight (248) new Verkada cameras, associated network, and electrical services at the various designated sites (estimated at $874,204.00);

(3) Authorizing a budget augmentation in the amount of $1,700,000 from the Enterprise, Shop, and American Rescue Plan Act (APRA) funds; and

(4) Taking such additional, related, action that may be desirable.

## 3-G. CONSIDERATION OF AWARD OF CONTRACT TO AKM CONSULTING ENGINEERS FOR THE WATER MASTER PLAN UPDATE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with AKM Consulting Engineers, in an amount not to exceed $300,000 for the Water Master Plan Update;

(2) Appropriating $20,000 in Water Operations Funds for the project; and

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

## 3-H. TRAFFIC SIGNAL IMPROVEMENTS, HSIP CYCLE 7 (HSIPL-5231(016)) – AUTHORIZATION TO ADVERTISE CONSTRUCTION BID PACKAGE

It is recommended that the City Council consider:

(1) Adopting a resolution approving the design and plans for the Traffic Signal Improvements, Highway Safety Improvement Program (HSIP) Cycle 7 (HSIPL-5231(016)) project;

(2) Authorizing solicitation of bids; and

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

**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).

## [4.] PUBLIC HEARING

### 4-A. PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING REDRAWING COUNCIL DISTRICT BOUNDARIES PURSUANT TO ELECTIONS CODE § 21601

It is recommended that the Board of Directors consider:

(1) Conducting a Public Hearing to receive testimony on redrawing of council district boundaries pursuant to Elections Code § 21601;

(2) Introduce and waive first reading an Ordinance maintaining the existing City Council District boundaries;

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

### 4-B. PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA CONFIRMING THE 2021 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2022

It is recommended that the City Council consider:

(1) Reopening the continued public hearing; receiving both written and oral comments; closing public hearing;

(2) Adopting the resolution confirming the 2018-2021 Annual Report and the levy of assessments for Business Improvement District No. 1 for Program Year 2022; and

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

## [5.] NEW BUSINESS

### 5-A. ADOPT A RESOLUTION TO CAST VOTES FOR A REPRESENTATIVE OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY BOARD

It is recommended that the City Council consider:

(1) Adopting a resolution voting for representatives to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;

(2) Direct City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 14th, 2021, at 12:00 p.m.; and

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

## [6.] CITY COMMUNICATIONS (CITY COUNCIL)

### 6-A. A RESOLUTION IN SUPPORT OF THE CITY OF MONTEREY PARK'S DECLARATION OF NOVEMBER 14 – 20, 2021 AS "UNITED AGAINST HATE WEEK"

It is recommended that the City Council consider:

(1) Adopting a resolution in support of the City of Monterey Park's declaration of November 14 – 20, 2021 as "United Against Hate Week";

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

**[7.] FUTURE AGENDA ITEMS**

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

**ADJOURN**

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3A

**TO:** The Honorable Mayor and City Council

**FROM:** Frank A. Lopez, Director of Public Works / City Engineer

**SUBJECT:** Waive Further Reading and Adopt an Ordinance Amending the Monterey Park Municipal Code ("MPMC") to Add Chapter 6.15 Mandating Reduction of Organic Waste Disposal

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the second reading and adopting the proposed ordinance; and/or
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the November 17, 2021 City Council meeting. The original staff report (from November 17, 2021) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Respectfully prepared & submitted by:

Frank A. Lopez
Director of Public Works City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Draft Ordinance
2. November 17, 2021 Staff Report

# ATTACHMENT 1
Draft Ordinance

**CITY OF MONTEREY PARK**

**ORDINANCE NO. _____**

**AN ORDINANCE ADDING CHAPTER 6.15 TO THE MONTEREY PARK MUNICIPAL CODE REGARDING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

**THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** A new Chapter 6.15 entitled "Mandatory Organic Waste Disposal Reduction" and consisting of §§ 6.15.010 to 6.15.130 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"**Chapter 6.15**

**MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

**6.15.010. Purpose.**

This chapter is adopted in accordance with Article XI, § 7 of the California Constitution and Public Resources Code § 40059 to protect public health, safety and well-being, to control the spread of vectors, and to limit sources of air pollution, noise and traffic within the City. This chapter is adopted to supplement and implement the legal requirements of AB 939 and, in particular, the SB 1383 Regulations.

**6.15.020. Definitions.**

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not given a meaning by this Chapter have the meaning set forth in the Act and the regulations promulgated to implement the Act, if defined therein, and if not, to the definitions found in RCRA and the regulations promulgated to implement RCRA, as amended, or in this code (see, e.g., chapters 13.24 and 15.44). References to an undesignated regulation are to Title 14 of the California Code of Regulations.

"AB 939" or "Act" means the California Integrated Waste Management Act of 1989 codified in part at Public Resources Code, §§ 40000 *et seq*., as amended.

"City Enforcement Official" means the city manager, or designee.

"Commercial Business" or "Commercial" means a firm, partnership,

proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in § 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five units is not a Commercial Business for purposes of implementing this chapter.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this chapter or as otherwise defined in 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to § 18982(a)(7).

"Compliance Review" means a review of records by the city to determine compliance with this chapter.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in § 17855(a)(4) or as otherwise defined by § 18982.

"Compost" has the same meaning as in § 17896.2(a)(4), which stated, as of the effective date of this chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in § 18984.1 or § 18984.2.

"Edible Food" means food intended for human consumption, or as otherwise defined in § 18982(a)(18). For purposes of this chapter or as otherwise defined in § 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Designee" means the person designated by the city manager pursuant to § 18981.2(b).

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in § 18982(a)(24).

"Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in § 18984.1(a) and (b), or as otherwise defined in § 17402(a)(6.5).

"Green Container" has the same meaning as in § 18982(a)(29) and will be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"RCRA" means the Resource Conservation and Recovery Act as set forth at 42 U.S.C. §§ 6901, *et seq*., as amended.

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and added Public Resources Code Chapter 13.1 (commencing with § 42652), establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations found at Titles 14 (Chapter 12) and 27 of the California Code of Regulations.

"Single-Family" means of, from, or pertaining to any residential premises with fewer than five units.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

### 6.15.030. Requirements for Single-Family Generators.

Except as otherwise provided for Self-Haulers, Single-Family Organic Waste Generators must:

A. Subscribe to Organic Waste collection services for all generated Organic Waste. City may review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Single-Family generators must adjust their collection service level as directed by the City to maintain a level of service that is consistent with the purpose of this chapter. Generators must manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to § 18984.9(c).

B. Participate in the Organic Waste collection service by placing designated materials in designated containers as described below. It is unlawful to place Prohibited Container Contaminants in collection containers.

C. Generators must

1. Place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

2. Place Source Separated Recyclable Materials in the Blue Container; and

3. Place Gray Container Waste in the Gray Container.

D. It is unlawful for Generators to place materials designated for the Gray Container into the Green Container or Blue Container.

### 6.15.040. Requirements for Commercial Businesses and Multi-Family Residential Dwellings.

A. Except as provided for Self-Haulers, all generators that are Commercial Businesses or Multi-Family Residential Dwellings must subscribe to City's three container collection services and comply with requirements of those services as described below.

B. City may review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.

C. Commercial Businesses and Multi-Family Residential Dwellings must adjust their collection service level as directed by the City to maintain a level of service that is consistent with the purpose of this chapter and to avoid adverse impacts to public health, safety or welfare.

D. Commercial Businesses and Multi-Family Residential Dwellings must participate in the City's Organic Waste collection service by placing designated materials in designated containers as follows:

1. Place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

2. Place Source Separated Recyclable Materials in the Blue Container; and

3. Place Gray Container Waste in the Gray Container. Generator must not place materials designated for the Gray Container into the Green Container or Blue Container.

E. Commercial Businesses and Multi-Family Residential Dwellings must supply, and allow, employees, contractors, tenants, and customers unfettered access to collection containers of adequate number and size, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program. All collection containers must be labeled or colored as set forth below.

F. Commercial Businesses and Multi-Family Residential Dwellings must provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers to deposit materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers.

G. Pursuant to § 18984.9(b), the containers provided by the business must have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color

requirements. A Commercial Business is not required to replace functional containers, including containers purchased before January 1, 2022, that do not comply with the requirements of this subsection before the end of the useful life of those containers, or before January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant § 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

H. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements pursuant to § 18984.9(b).

I. Commercial Businesses must, to the extent practicable, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program.

J. Commercial Businesses must periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to § 18984.9(b)(3).

K. Commercial Businesses must annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

L. Commercial Businesses must provide education information before or within 14 days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

M. Commercial Businesses must provide or arrange access for City or Designee to their properties during all Inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

N. If a Commercial Business wants to self-haul, it must meet the Self-Hauler

requirements in this chapter.

O. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to § 18984.9(c).

P. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators must comply with Food Recovery requirements.

**6.15.050. De Minimis Waivers for Generators.**

A. The City may waive a Commercial Business's obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below.

B. Commercial Businesses requesting a de minimis waiver must submit an application specifying the services that they are requesting a de minimis waiver for and provide the following documentation:

1. The Commercial Business's total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

2. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business's total waste.

C. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for de minimis waiver, in which case the waiver will be rescinded.

D. Acknowledge that if the City obtains information at any time that the Commercial Business is exceeding the organic waste thresholds for the de minimis waiver, that the City will rescind waiver.

E. At least every five years after receiving a de minimis waiver, allow the City to conduct an inspection for the purpose of verifying continued eligibility for the de minimis waiver.

**6.15.060. Physical Space Waivers.**

A. City may waive a Commercial Business's or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste collection service requirements of this code if the Commercial Business or property owner provides documentation, or the City obtains evidence, from a hauler, California licensed architect, or California licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with this chapter.

B. A Commercial Business or property owner must request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which a waiver is requested.

2. Provide documentation that the premises lacks adequate space.

3. If City grants a waiver, allow access by a Designee to verify the ongoing need for a waiver.

**6.15.070. Requirements for Commercial Edible Food Generators.**

A. Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, must require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section commencing January 1, 2024.

C. Commercial Edible Food Generators must:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Allow City Enforcement Officials, upon reasonable notice, to access

the premises and review records pursuant to § 18991.4.

D. Additionally, Commercial Edible Food Generators must keep, for a minimum period of five years, records that includes the documentation, contacts, and such additional information needed to comply with § 18991.3(b) on forms provided by the City or Designee.

E. Not later than March 31st of each year commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generator, provide an annual Food Recovery report to the City that includes the following information:

1. A copy of all contracts or written agreements established under § 18991.3(b).

2. The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

3. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

F. Nothing in this chapter will be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

**6.15.080. Requirements for Food Recovery Organizations and Services.**

A. A Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from Commercial Edible Food Generators must keep, for a minimum period of five years, records that includes the documentation, contacts, and such additional information needed to comply with § 18991.5 on forms provided by the City or Designee.

B. No later than March 31st of each year, commencing March 31, 2023 Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to § 18991.3(b) must report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to § 18991.3(b).

C. In order to support Edible Food Recovery capacity planning assessments or

other studies conducted by the City Food Recovery Services and Food Recovery Organizations operating in the City must provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City must respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

**6.15.090. Requirements for Haulers and Facility Operators.**

A. An Exclusive Franchised Hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries must meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before March 15th, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste.

3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with § 18989.1 or other applicable law including this code.

B. Owners of facilities, operations, and activities that recover Organic Waste, including, without limitation, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works must, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City must respond within 60 days after a request is sent by the City.

C. Community Composting operators, upon City request, will provide information to the City to support Organic Waste capacity planning, including, without limitation, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City must respond within 60 days after a request is sent by

the City.

**6.15.100. Requirements for Self-Haulers of Organic Waste.**

A. Self-Haulers must source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on site from Solid Waste in a manner consistent with §§ 18984.1 and 18984.2, or must haul Organic Waste to a High Diversion Organic Waste Processing Facility as required by § 18984.3.

B. Self-Haulers must haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste.

C. Self-Haulers must keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; these records must be kept for a minimum of fiveyears and are subject to Inspection by the City upon request. The records must include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the generator to each entity.

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but must keep a record of the entities that received the Organic Waste.

D. Except for a residential Organic Waste Generator that self-hauls Organic Waste, Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) must provide any information required by City within 60 days after City sends the request.

**6.15.110. Procurement Requirements for City Departments, Direct Service Providers, and Vendors.**

A. City's direct service providers must comply with the City's Recovered Organic Waste Product and Recycled-Content Paper procurement policy.

B. All vendors providing Paper Products and Printing and Writing Paper must:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) § 260.12 (January 1, 2013).

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) § 260.12 (January 1, 2013).

5. Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within 30 days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records must include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required by this chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

**6.15.120. Inspections and Investigations by City.**

Designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.

**6.15.130. Enforcement.**

Subject to the requirements of § 18995.4 including, without limitation, the need for a 60 day compliance period after issuing a Notice of Violation, the City may enforce this chapter in accordance with applicable law including, without limitation, Title 4 and Chapter 6.08."

**SECTION 2:** *Education Period for Noncompliance.* Beginning January 1, 2022 and through December 31, 2023, City or Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Ordinance. If City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it will provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024. Beginning January 1, 2024, the City may enforce the MPMC in accordance with MPMC Title 4 and Chapter 6.08.

**SECTION 3**. *Environmental Review.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

**SECTION 4**. *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 5**. *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

**SECTION 6**. *Enforceability*. Repeal or amendment of any provision of the MPMC will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

**SECTION 7**. *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

**SECTION 8**. *Recording*. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

**SECTION 10**. *Effectiveness*. This Ordinance will take effect on the 30th day following its final passage and adoption. It may be enforced commencing on January 1, 2022.

**ORDINANCE NO. ___ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF _____.**

_____
**Yvonne Yiu, Mayor**

**ATTEST:**

_____
**Vincent D. Chang, City Clerk**

**APPROVED AS TO FORM:**

_____
**Karl H. Berger, City Attorney**

# ATTACHMENT 2
November 17, 2021 Staff Report

# City Council Staff Report

**DATE:** November 17, 2021

**AGENDA ITEM NO:** New Business
Agenda Item No. 5A

**TO:** The Honorable Mayor and City Council

**FROM:** Frank A. Lopez, Director of Public Works /City Engineer

**SUBJECT:** Ordinance Requiring Reduction of Organic Waste Disposal and Participation in San Gabriel Valley Council of Governments Regional Food Recovery Program

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an Ordinance amending the Monterey Park Municipal Code ("MPMC") to add Chapter 6.08.290 that mandates reducing organic waste disposal;
2. Authorizing the City Manager to execute Amendment 1 to the Agreement with San Gabriel Valley Council of Governments for participation in Tasks 5 and 6 of the Regional Food Recovery Program;
3. Appropriating $110,800 for the cost of Tasks 5 and 6 of the Food Recovery Program from refuse enterprise fund 421; and
4. Taking such additional, related, action that may be desirable.

## CEQA (California Environmental Quality Act):

The proposed ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, e*t seq*., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq*.) because it establishes rules and procures to clarify existing policies and practices related to waste disposal services; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. The ordinance would be adopted, in part, for protection of the environment. Accordingly, the ordinance does not constitute a "project' that requires environmental review (*see specifically* 14 CCR § 15378(b)(2,5)).

## EXECUTIVE SUMMARY:

Senate Bill 1383 (SB 1383) requires local jurisdictions to adopt an ordinance to implement the Short-lived Climate Pollutants: Organic Waste Reduction regulations as set forth by the California Department of Resources and Recovery (CalRecycle). SB 1383 requires the State to reduce organic waste, that includes food waste, green waste, and paper products, by 75% by 2025.

The proposed ordinance would add Chapter 6.08.290 to the Monterey Park Municipal Code (MPMC) that provides the requirements for collection and recycling of organic waste to comply with the law.

At this time, staff is also requesting City Council approval to participate in the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program. The food recovery program will assist the City in compliance with SB 1383.

**BACKGROUND:**

Assembly Bill 1826 (AB1826) that was signed into law on September 28, 2014 requires businesses and multi-family property owners that generate significant amount of solid waste to arrange for recycling services for organic waste. Since April 1, 2016, Athens Services has been providing organic waste recycling services to those business and property owners that meet the threshold.

Senate Bill 1383 (SB 1383) was signed into law on September 19, 2016 to reduce organic waste disposal by 75% and increase edible food recover by 20% by 2025. CalRecycle – the state department tasked with administering waste and recycling programs – is charged with developing the prescriptive regulations to achieve the State's goals. The 75% reduction goal will involve coordination with waste haulers, waste processing facilities and edible food recovery organizations.

Specifically, this new law requires local jurisdictions to provide *all* residents and businesses access to recycling programs that capture food scraps, landscape waste and other organic waste. While AB 1826 requires recycling of organic waste, SB 1383 takes it one step further by requiring edible food recovery: collecting edible food that would otherwise go to waste and redistributing it to feed people in need.

Cities are required to implement the new mandatory organic recycling program by January 1, 2022.

Requirements of SB 1383

The City will have to implement the following actions to comply with SB 1383:

- Provide organic waste collection to all residents and businesses.
- Establish an edible food recovery program that recovers edible food from the waste stream.
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and City Departments.
- Procure recycled organic waste products such as compost, mulch, renewable natural gas ("RNG"), and electricity.
- Participate in the Los Angeles County's efforts to evaluate of the City's readiness and capacity to implement SB 1383, including organic waste collection, recycling, and edible food recovery capacity.

- Maintain records of SB 1383 compliance.

The proposed Mandatory Organic Waste Reduction Ordinance is a mandate of SB 1383. The ordinance includes the following requirements:

- All single-family residential, multi-family residential, and commercial businesses must recycle organic waste.
- Tier 1 (e.g., grocery stores) and Tier 2 (e.g., restaurants, hotels, large venues) "Commercial Edible Food Generators" must donate edible food.
- Haulers must transport waste recyclables to the appropriate disposal or recycling facility.
- Inspections and investigations must be conducted to check for contamination of recycling bins.

San Gabriel Valley Council of Governments Regional Food Recovery Program

In response to SB 1383, the San Gabriel Valley Council of Governments (SGVCOG) developed the *Regional Food Recovery Program* to assist member cities in compliance with the State's organic waste reduction law.

The City executed an agreement with SGVCOG to participate in Tasks 1 to 4 of the Regional Food Recovery Program at a cost of $17,000,000. Tasks 1 to 4 will identify food recovery agencies that can meet the needs of the participating cities, assess the demand for food recovery from participating cities, and provide public outreach to affected businesses and property owners.

Tasks 5 and 6 are the more costly component of SGVCOG's Regional Food Recovery Program and member cities that wish to participate will need to execute a separate amendment to the Agreement. As required by the organic waste reduction mandate, Task 5 will provide for inspection of food generators and food recovery agencies and Task 6 will provide for issuance of violations and documentation of enforcement actions and resolutions. The cost for Tasks 5 and 6 is estimated to be $110,800 for the City of Monterey Park.

Impact on Community

Athens currently recycles organic waste for single family residents. Residents dispose of their food scraps in the organics bin along with their yard trimmings. Commercial business in the Tier 1 category that includes supermarkets and grocery stores must begin organic waste recycling services beginning January 1, 2022. Tier 2 category businesses that includes restaurants, hotels, and State/education facilities are required to obtain organic waste disposal services beginning January 1, 2024.

Beginning January 1, 2024, the City will be required to enforce the new regulation and fine customers that do not comply. Violations will be subject to administrative civil penalties.

**FISCAL IMPACT:**

The new ordinance will require organic waste recycling services for City facilities. Cost for this new service is unknown at this time.

An appropriation of $110,800 for the cost of Tasks 5 and 6 of the Food Recovery Program from the refuse enterprise fund 421 is requested.

Respectfully submitted by:

Frank A. Lopez
Director of Public Works
City Engineer

Prepared by:

Amy Ho
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. Draft Ordinance
2. SGVCOG Regional Food Recovery Program Amendment 1
3. SGVCOG Regional Food Recovery Program Agreement

# ATTACHMENT 1
Draft Ordinance

**CITY OF MONTEREY PARK**

**ORDINANCE NO. _____**

**AN ORDINANCE ADDING CHAPTER 6.15 TO THE MONTEREY PARK MUNICIPAL CODE REGARDING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

**THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** A new Chapter 6.15 entitled "Mandatory Organic Waste Disposal Reduction" and consisting of §§ 6.15.010 to 6.15.130 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"**Chapter 6.15**

**MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

**6.15.010. Purpose.**

This chapter is adopted in accordance with Article XI, § 7 of the California Constitution and Public Resources Code § 40059 to protect public health, safety and well-being, to control the spread of vectors, and to limit sources of air pollution, noise and traffic within the City. This chapter is adopted to supplement and implement the legal requirements of AB 939 and, in particular, the SB 1383 Regulations.

**6.15.020. Definitions.**

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not given a meaning by this Chapter have the meaning set forth in the Act and the regulations promulgated to implement the Act, if defined therein, and if not, to the definitions found in RCRA and the regulations promulgated to implement RCRA, as amended, or in this code (see, e.g., chapters 13.24 and 15.44). References to an undesignated regulation are to Title 14 of the California Code of Regulations.

"AB 939" or "Act" means the California Integrated Waste Management Act of 1989 codified in part at Public Resources Code, §§ 40000 *et seq*., as amended.

"City Enforcement Official" means the city manager, or designee.

"Commercial Business" or "Commercial" means a firm, partnership,

proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in § 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five units is not a Commercial Business for purposes of implementing this chapter.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this chapter or as otherwise defined in 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to § 18982(a)(7).

"Compliance Review" means a review of records by the city to determine compliance with this chapter.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in § 17855(a)(4) or as otherwise defined by § 18982.

"Compost" has the same meaning as in § 17896.2(a)(4), which stated, as of the effective date of this chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in § 18984.1 or § 18984.2.

"Edible Food" means food intended for human consumption, or as otherwise defined in § 18982(a)(18). For purposes of this chapter or as otherwise defined in § 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Designee" means the person designated by the city manager pursuant to § 18981.2(b).

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in § 18982(a)(24).

"Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in § 18984.1(a) and (b), or as otherwise defined in § 17402(a)(6.5).

"Green Container" has the same meaning as in § 18982(a)(29) and will be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"RCRA" means the Resource Conservation and Recovery Act as set forth at 42 U.S.C. §§ 6901, *et seq*., as amended.

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and added Public Resources Code Chapter 13.1 (commencing with § 42652), establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations found at Titles 14 (Chapter 12) and 27 of the California Code of Regulations.

"Single-Family" means of, from, or pertaining to any residential premises with fewer than five units.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

### 6.15.030. Requirements for Single-Family Generators.

Except as otherwise provided for Self-Haulers, Single-Family Organic Waste Generators must:

A. Subscribe to Organic Waste collection services for all generated Organic Waste. City may review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Single-Family generators must adjust their collection service level as directed by the City to maintain a level of service that is consistent with the purpose of this chapter. Generators must manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to § 18984.9(c).

B. Participate in the Organic Waste collection service by placing designated materials in designated containers as described below. It is unlawful to place Prohibited Container Contaminants in collection containers.

C. Generators must

1. Place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

2. Place Source Separated Recyclable Materials in the Blue Container; and

3. Place Gray Container Waste in the Gray Container.

D. It is unlawful for Generators to place materials designated for the Gray Container into the Green Container or Blue Container.

### 6.15.040. Requirements for Commercial Businesses and Multi-Family Residential Dwellings.

A. Except as provided for Self-Haulers, all generators that are Commercial Businesses or Multi-Family Residential Dwellings must subscribe to City's three container collection services and comply with requirements of those services as described below.

B. City may review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.

C. Commercial Businesses and Multi-Family Residential Dwellings must adjust their collection service level as directed by the City to maintain a level of service that is consistent with the purpose of this chapter and to avoid adverse impacts to public health, safety or welfare.

D. Commercial Businesses and Multi-Family Residential Dwellings must participate in the City's Organic Waste collection service by placing designated materials in designated containers as follows:

1. Place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

2. Place Source Separated Recyclable Materials in the Blue Container; and

3. Place Gray Container Waste in the Gray Container. Generator must not place materials designated for the Gray Container into the Green Container or Blue Container.

E. Commercial Businesses and Multi-Family Residential Dwellings must supply, and allow, employees, contractors, tenants, and customers unfettered access to collection containers of adequate number and size, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program. All collection containers must be labeled or colored as set forth below.

F. Commercial Businesses and Multi-Family Residential Dwellings must provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers to deposit materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers.

G. Pursuant to § 18984.9(b), the containers provided by the business must have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color

requirements. A Commercial Business is not required to replace functional containers, including containers purchased before January 1, 2022, that do not comply with the requirements of this subsection before the end of the useful life of those containers, or before January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant § 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

H. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements pursuant to § 18984.9(b).

I. Commercial Businesses must, to the extent practicable, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program.

J. Commercial Businesses must periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to § 18984.9(b)(3).

K. Commercial Businesses must annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

L. Commercial Businesses must provide education information before or within 14 days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

M. Commercial Businesses must provide or arrange access for City or Designee to their properties during all Inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

N. If a Commercial Business wants to self-haul, it must meet the Self-Hauler

requirements in this chapter.

O. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to § 18984.9(c).

P. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators must comply with Food Recovery requirements.

**6.15.050. De Minimis Waivers for Generators.**

A. The City may waive a Commercial Business's obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below.

B. Commercial Businesses requesting a de minimis waiver must submit an application specifying the services that they are requesting a de minimis waiver for and provide the following documentation:

1. The Commercial Business's total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

2. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business's total waste.

C. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for de minimis waiver, in which case the waiver will be rescinded.

D. Acknowledge that if the City obtains information at any time that the Commercial Business is exceeding the organic waste thresholds for the de minimis waiver, that the City will rescind waiver.

E. At least every five years after receiving a de minimis waiver, allow the City to conduct an inspection for the purpose of verifying continued eligibility for the de minimis waiver.

### 6.15.060. Physical Space Waivers.

A. City may waive a Commercial Business's or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste collection service requirements of this code if the Commercial Business or property owner provides documentation, or the City obtains evidence, from a hauler, California licensed architect, or California licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with this chapter.

B. A Commercial Business or property owner must request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which a waiver is requested.

2. Provide documentation that the premises lacks adequate space.

3. If City grants a waiver, allow access by a Designee to verify the ongoing need for a waiver.

### 6.15.070. Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, must require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section commencing January 1, 2024.

C. Commercial Edible Food Generators must:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Allow City Enforcement Officials, upon reasonable notice, to access

the premises and review records pursuant to § 18991.4.

D. Additionally, Commercial Edible Food Generators must keep, for a minimum period of five years, records that includes the documentation, contacts, and such additional information needed to comply with § 18991.3(b) on forms provided by the City or Designee.

E. Not later than March 31st of each year commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generator, provide an annual Food Recovery report to the City that includes the following information:

1. A copy of all contracts or written agreements established under § 18991.3(b).

2. The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

3. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

F. Nothing in this chapter will be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

**6.15.080. Requirements for Food Recovery Organizations and Services.**

A. A Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from Commercial Edible Food Generators must keep, for a minimum period of five years, records that includes the documentation, contacts, and such additional information needed to comply with § 18991.5 on forms provided by the City or Designee.

B. No later than March 31st of each year, commencing March 31, 2023 Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to § 18991.3(b) must report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to § 18991.3(b).

C. In order to support Edible Food Recovery capacity planning assessments or

other studies conducted by the City Food Recovery Services and Food Recovery Organizations operating in the City must provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City must respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

**6.15.090. Requirements for Haulers and Facility Operators.**

A. An Exclusive Franchised Hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries must meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before March 15th, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste.

3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with § 18989.1 or other applicable law including this code.

B. Owners of facilities, operations, and activities that recover Organic Waste, including, without limitation, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works must, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City must respond within 60 days after a request is sent by the City.

C. Community Composting operators, upon City request, will provide information to the City to support Organic Waste capacity planning, including, without limitation, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City must respond within 60 days after a request is sent by

the City.

**6.15.100. Requirements for Self-Haulers of Organic Waste.**

A. Self-Haulers must source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on site from Solid Waste in a manner consistent with §§ 18984.1 and 18984.2, or must haul Organic Waste to a High Diversion Organic Waste Processing Facility as required by § 18984.3.

B. Self-Haulers must haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste.

C. Self-Haulers must keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; these records must be kept for a minimum of fiveyears and are subject to Inspection by the City upon request. The records must include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the generator to each entity.

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but must keep a record of the entities that received the Organic Waste.

D. Except for a residential Organic Waste Generator that self-hauls Organic Waste, Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) must provide any information required by City within 60 days after City sends the request.

**6.15.110. Procurement Requirements for City Departments, Direct Service Providers, and Vendors.**

A. City's direct service providers must comply with the City's Recovered Organic Waste Product and Recycled-Content Paper procurement policy.

B. All vendors providing Paper Products and Printing and Writing Paper must:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) § 260.12 (January 1, 2013).

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) § 260.12 (January 1, 2013).

5. Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within 30 days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records must include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required by this chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

**6.15.120. Inspections and Investigations by City.**

Designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.

**6.15.130. Enforcement.**

Subject to the requirements of § 18995.4 including, without limitation, the need for a 60 day compliance period after issuing a Notice of Violation, the City may enforce this chapter in accordance with applicable law including, without limitation, Title 4 and Chapter 6.08."

**SECTION 2:** *Education Period for Noncompliance.* Beginning January 1, 2022 and through December 31, 2023, City or Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Ordinance. If City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it will provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024. Beginning January 1, 2024, the City may enforce the MPMC in accordance with MPMC Title 4 and Chapter 6.08.

**SECTION 3**. *Environmental Review.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

**SECTION 4**. *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 5**. *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

**SECTION 6**. *Enforceability*. Repeal or amendment of any provision of the MPMC will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

**SECTION 7**. *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

**SECTION 8**. *Recording*. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

**SECTION 10**. *Effectiveness*. This Ordinance will take effect on the 30th day following its final passage and adoption. It may be enforced commencing on January 1, 2022.

**ORDINANCE NO. ___ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF _____.**

_____
**Yvonne Yiu, Mayor**

**ATTEST:**

_____
**Vincent D. Chang, City Clerk**

**APPROVED AS TO FORM:**

_____
**Karl H. Berger, City Attorney**

# ATTACHMENT 2

## San Gabriel Valley Council of Governments
## Regional Food Recovery Program
## Amendment 1

**AMENDMENT NO. 1**
**TO**
**MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF MONTEREY PARK FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM**

This Amendment No. 1 ("Amendment") to the Memorandum of Agreement ("MOA") Between the San Gabriel Valley Council of Governments (the "SGVCOG") and the City of Monterey Park (the "City") For Participation in the San Gabriel Valley Regional Food Recovery Program, dated November 17, 2021, shall be effective upon the date executed by both Parties hereto ("Effective Date").

## RECITALS

A. SGVCOG and City entered into the MOA under which SGVCOG retained a consultant to perform specified tasks (Tasks 1-4 of the MOA's Scope of Work) toward the development of a regional approach toward compliance with SB 1383's food recovery components; and

B. City seeks to establish and implement an inspection and enforcement program ("Inspection Program") for Tier 1 and Tier 2 commercial edible food generators and food recovery organizations and services to comply with Title 14, California Code of Regulations, Sections 18995.1, 18995.3, and 18995.4; and

C. SGVCOG and City desire to amend the MOA to develop and implement an Inspection Program (Tasks 5-6 of the MOA's Scope of Work), revise the invoice submittal process, and extend the term of the MOA to August 1, 2024.

**NOW THEREFORE,** the Parties agree to amend the MOA as follows:

I. Article II. Term, shall be deleted in its entirety and replaced with the following:
"The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through August 1, 2024. The term of the MOA may be extended by mutual written agreement of the Parties."

II. SGVCOG shall cause its consultant to perform Tasks 5-6 of the Program's Scope of Work as set forth in Attachment A to the MOA.

II. Article III. Responsibilities of the Parties, Section A. Subsection 7 shall be deleted in its entirety and replaced with the following:
"7. Submit four invoices to the City, in a total amount that does not exceed $110,763.00 (includes consultant, SGVCOG administrative fees and all payments due from City), as follows:

- Invoice the City for Tasks 1-4 of the Scope of Work in an amount not to exceed $19,785.00 after execution of the MOA. Payment of the first invoice will be due within thirty (30) days of the City's receipt thereof.
- On or about the Effective Date, invoice the City for the work to be performed under Tasks 5-6 of the Scope of Work from the Effective Date to December 31, 2022, in an amount that does not exceed $31,586.00. Payment of the second invoice will be due within thirty (30) days of the City's receipt thereof.
- On or about November 1, 2022, invoice the City for the work to be performed under Tasks 5-6 of the Scope of Work from January 1, 2023 to December 31, 2023, in an amount that does not exceed $29,286.00. Payment of the third invoice will be due within thirty (30) days of the City's receipt thereof.
- On or about November 1, 2023, invoice the City for the worked to be performed under Task 6 of the Scope of Work from January 1, 2024 to August 1, 2024 in an amount that does not exceed $30,106.00. Payment of the fourth invoice will be due within thirty (30) days of the City's receipt thereof.
- Any amounts paid by the City under this Amendment that are not expended in performance of Tasks 1-6 by August 1, 2024, will be refunded to the City by September 15, 2024, unless City and SGVCOG agree to extend the term of the MOA beyond August 1, 2024. SGVCOG shall provide to the City an accounting of funds at the same time of the refund, if any.

IV. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.

V. This Amendment integrates all of the terms and conditions mentioned herein and supersedes all negotiations with respect to matters referenced herein. Except as specifically amended hereby, the MOA shall remain in full force and effect. To the extent there is any conflict or inconsistency between the terms and provisions of this Amendment and the MOA, this Amendment shall control.

The Parties hereby enter into this Amendment upon the Effective Date as is set forth above.

FOR THE CITY OF MONTEREY PARK:

By:_____
Ron Bow
City Manager

Date:_____

ATTEST:

_____
Vincent D. Chang
City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date:_____

APPROVED AS TO FORM:

_____
David DeBerry
General Counsel

ATTACHMENT A – TASK 5 & 6 SCOPE OF WORK
SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM

**Task 5 Inspection Program Development**

Task 5.1 Develop Inspection Schedule and Plan

Based on the information identified in Task 2, the Consultant shall develop a schedule and plan to implement a program, including a mechanism that allows for the submission of anonymous complaints and determining the validity of those complaints based on Section 18995.3 of the adopted guidelines, to conduct inspections of participating cities' Tier 1 commercial edible food generators and food recovery organizations and services for compliance with the adopted SB 1383 guidelines. Please note that cities must conduct inspections of Tier 1 commercial edible food generators and food recovery organizations and services for compliance beginning January 1, 2022. Inspections of Tier 2 commercial edible food generators for compliance with the adopted guidelines must begin on January 1, 2024. By law, the Consultant does not have authority to issue citations; however, the Consultant shall develop an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. Between January 1, 2022 and December 31, 2023, cities must provide educational materials describing the applicable requirements of the adopted guidelines in response to violations. Starting on January 1, 2024, cities must enforce the adopted guidelines pursuant to Sections 18995.4 and 18997.2 of the adopted guidelines in response to violations.

***Deliverable: A report detailing the proposed schedule and plan to implement an inspection program in participating cities, including details of an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. The report must be presented to the SGVCOG and participating cities for review before November 29, 2021.***

**Task 6 Inspection Program Implementation**

Task 6.1 Project Team Coordination

Monthly 30-minute project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

***Deliverable: Meeting notifications, agendas, and notes.***

Task 6.2 Implement Inspection Schedule and Plan

Upon the approval by the SGVCOG and participating cities, the Consultant shall begin implementing the inspections beginning January 1, 2022 and until August 1, 2024. The Consultant shall document the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, document the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines. Each of the following 14 cities shall receive the following inspection allocations if they decide to participate in this Task:

- Alhambra
    - Up to 21 first-visit Tier 1 generator inspections per calendar year
    - Up to 21 second-visit Tier 1 generator inspections per calendar year
    - Up to 24 first-visit Tier 2 generator inspections per calendar year
    - Includes 3 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Azusa
    - Up to 14 first-visit Tier 1 generator inspections per calendar year
    - Up to 14 second-visit Tier 1 generator inspections per calendar year
    - Up to 10 first-visit Tier 2 generator inspections per calendar year
    - Includes 1 visit to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Covina
    - Up to 12 first-visit Tier 1 generator inspections per calendar year
    - Up to 12 second-visit Tier 1 generator inspections per calendar year
    - Up to 16 first-visit Tier 2 generator inspections per calendar year
    - Includes 4 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Duarte
    - Up to 6 first-visit Tier 1 generator inspections per calendar year
    - Up to 6 second-visit Tier 1 generator inspections per calendar year
    - Up to 18 first-visit Tier 2 generator inspections per calendar year
    - Includes 2 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Glendora
    - Up to 15 first-visit Tier 1 generator inspections per calendar year
    - Up to 15 second-visit Tier 1 generator inspections per calendar year
    - Up to 18 first-visit Tier 2 generator inspections per calendar year
    - Includes 3 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Irwindale

    - Up to 10 first-visit Tier 1 generator inspections per calendar year
    - Up to 10 second-visit Tier 2 generator inspections per calendar year
    - Up to 4 first-visit Tier 2 generator inspections per calendar year
    - Includes 2 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- La Canada Flintridge
    - Up to 7 first-visit Tier 1 generator inspections per calendar year
    - Up to 7 second-visit Tier 1 generator inspections per calendar year
    - Up to 8 first-visit Tier 2 generator inspections per calendar year
    - Includes 1 visit to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Monrovia
    - Up to 11 first-visit Tier 1 generator inspections per calendar year
    - Up to 11 second-visit Tier 1 generator inspections per calendar year
    - Up to 13 first-visit Tier 2 generator inspections per calendar year
    - Includes 3 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Monterey Park
    - Up to 16 first-visit Tier 1 generator inspections per calendar year
    - Up to 16 second-visit Tier 1 generator inspections per calendar year
    - Up to 18 first-visit Tier 2 generator inspections per calendar year
    - Includes 1 visit to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Pomona
    - Up to 36 first-visit Tier 1 generator inspections per calendar year
    - Up to 36 second-visit Tier 1 generator inspections per calendar year
    - Up to 41 first-visit Tier 2 generator inspections per calendar year
    - Includes 17 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- San Marino
    - Up to 3 first-visit Tier 1 generator inspections per calendar year
    - Up to 3 second-visit Tier 1 generator inspections per calendar year
    - Up to 8 first-visit Tier 2 generator inspections per calendar year
    - Includes 1 visit to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- South Pasadena
    - Up to 8 first-visit Tier 1 generator inspections per calendar year
    - Up to 8 second-visit Tier 1 generator inspections per calendar year
    - Up to 3 first-visit Tier 2 generator inspections per calendar year
    - Includes 2 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Temple City
    - Up to 11 first-visit Tier 1 generator inspections per calendar year

    - Up to 11 second-visit Tier 1 generator inspections per calendar year
    - Up to 12 first-visit Tier 2 generator inspections per calendar year
    - Includes 2 visits to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year
- Walnut
    - Up to 9 first-visit Tier 1 generator inspections per calendar year
    - Up to 9 second-visit Tier 1 generator inspections per calendar year
    - Up to 11 first-visit Tier 2 generator inspections per calendar year
    - Includes 1 visit to the food recovery agencies/organizations that are located in the City's jurisdiction per calendar year

***Deliverable: Documentation of the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, provide documentation of the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by the type of entity subject to the adopted guidelines. Such documents shall be provided on a monthly basis.***

***Not all 14 participating cities that participate in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program will participate in Tasks 5-6. The final contract amount will depend on the number of cities that choose to participate in Tasks 5-6.**

# ATTACHMENT 3
## San Gabriel Valley Council of Governments Regional Food Recovery Program Agreement

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# MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF MONTEREY PARK FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM

This Memorandum of Agreement ("MOA") is dated for identification purposes as of October 7, 2021 by and between the City of Monterey Park, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

## RECITALS:

A. The passage of SB 1383 (Lara, 2016) implemented statewide targets to reduce statewide disposal of organic waste and increase recovery of currently disposed edible food for human consumption. Specifically, SB 1383 aims to recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has developed regulations entitled "Short-lived Climate Pollutants: Organic Waste Reductions" (hereafter "SLCP Regulations"), which regulations are codified at Chapter 12 of Division 7 of Title 14 of the California Code of Regulations, sections 18981.1, et seq.[1]

B. To recover 20% of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.

C. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and has established and is administering a Regional Food Recovery Program (the "Program").

D. City seeks to participate in the Program and join a regional approach toward compliance with SB 1383's food recovery components. Specifically, the Program will support City in complying with the food recovery components of Sections 18985.2, 18985.3, 18991.1, 18991.2, 18992.2, 18994.1, 18994.2, 18995.1, 18995.2, 18995.3, and 18995.4.

E. City will remain responsible for maintaining an Implementation Record pursuant to Section 18995.2, to include all necessary information from the Program in the City's Implementation Record and to report the necessary information to CalRecycle based on the reporting timelines and reporting request procedures set forth in Sections 18994.1, 18994.2, and 18995.2.

F. Pursuant to Section 18985.2, City will remain responsible for updating and maintaining a

[1] All Section references herein are to Title 14 of the California Code of Regulations unless otherwise stated.

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list of food recovery organizations and food recovery services on an annual basis. Such list must be annually updated to include each food recovery organization and each food recovery service's name, physical address, contact information, collection service area, and the types of food they accept. Such information must be posted on City's website and shared with City's commercial edible food generators on an annual basis. It is also City's responsibility to share information about City's edible food recovery programs, information about the commercial edible food generator requirements, information about food recovery organizations and food recovery services operating within its jurisdictions, where a list of those food recovery organizations and food recovery services can be found, and information about actions that commercial edible food generators can take to prevent the creation of food waste on an annual basis.

G. City acknowledges the need to adopt a SB 1383 ordinance before January 1, 2022 to ensure effective implementation of the Program.

H. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

## I. RECITALS

The above Recitals are made a substantive part of this MOA.

## II. TERM:

The term of this MOA commences on October 7, 2021 and continues through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written MOA of the Parties.

## III. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities: SGVCOG agrees to:

1. Undertake procurement and management of consultant(s) to complete the Program set forth in the Program's Scope of Work (Attachment A), including the execution of a contract with the consultant for the development of the Program.
2. Manage all invoicing and payments to be made to consultant.
3. Review draft deliverables prepared by the consultant for accuracy.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
5. Manage ongoing coordination of calls with the Parties and the consultant throughout the development of the Program.
6. Review and provide comments on draft communications and documents related to the Program.
7. Submit one invoice to the City within thirty (30) days of this MOA's execution, in the amount of $19,785 (includes both consultant fee and administrative fee) which amount represents City's total cost for participation

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in the Program.

B. City Responsibilities: City agrees to:

1. Designate a point-of-contact with name, title, and contact information who will serve as City's technical representative throughout the development of the Program. If the point-of-contact is reassigned or no longer with City, a new point-of-contact will be designated within fourteen (14) calendar days.
2. Actively engage in the development of the Program including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
3. Review and provide comments to consultant on deliverables as necessary.
4. Participate in check-in calls and/or meetings with the consultant and with all Parties, as necessary.
5. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
6. Pay the invoice referenced in III.A.7 above within thirty (30) days.

## IV. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Senior Management Analyst, whose contact information is set forth below.
2. For the purposes of this MOA, the City designates the following individual as its representative:

Amy Ho
Principal Management Analyst
320 West Newmark Avenue
Monterey Park, CA 91754
(626) 307-1285
amho@montereypark.ca.gov

Either Party may change the designations set forth herein upon written notice to the other Party.

## V. DEFAULT; REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Regional Food Recovery Program.

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B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination becomes effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party may seek any and all remedies available at law or in equity.

## VI. INDEMNIFICATION:

A. To the greatest extent allowed by California law, SGVCOG will require that the consultant(s) defend and indemnify City and its elected officials, officers, agents, employees, and volunteers from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against City arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Work, in the agreement between the consultant and SGVCOG; provided that SGVCOG will not be liable to the City and its elected officials, officers, agents, employees, and volunteers by way of agency or any other theory of liability for any such Claims.

## VII. INSURANCE:

City and SGVCOG will each maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

## VIII. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Senior Management Analyst
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director

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1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Amy Ho
Principal Management Analyst
320 West Newmark Avenue
Monterey Park, CA 91754
(626) 307-1285
amho@montereypark.ca.gov

with a copy to: City Clerk's Office
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754
(626) 307-1359
mpclerk@montereypark.ca.gov

B. No Partnership. This MOA is not intended to be, and is not, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party is authorized to act as an agent of or otherwise to represent the other Party.

C. Entire MOA. This MOA constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification. City's city manager may execute any such amendment on City's behalf.

D. Governing Law. This MOA is governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue is a court of competent jurisdiction located in Los Angeles County, California.

E. Excusable Delays. Neither Party will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, government actions, or any other interfering factors that are reasonably beyond the control and without fault or negligence of the affected Party. Each Party hereto must give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

F. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this

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MOA does not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA is effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

G. Headings. The section headings contained in this MOA are for convenience and identification only and are not intended to limit or define the contents to which they relate.

H. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent is void and unenforceable.

I. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Authority to Execute. The person executing this MOA on behalf of a Party warrants that the person is duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.

K. Counterparts. This MOA may be executed in multiple counterparts, each of which is deemed an original, but all of which taken together constitutes one and the same instrument.

L. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed and to be effective on the date it has been fully executed by the Parties as set forth below.

FOR THE CITY OF MONTEREY PARK:

By: _____
Ron Bow
City Manager

Date: 10/7/21

ATTEST:

_____
Vincent D. Chang
City Clerk

APPROVED AS TO FORM:

_____
Joaquin Vazquez, Deputy City Attorney
for Karl H. Berger City Attorney

COUNCIL OF GOVERNMENTS:

By: Marisa Creter
Marisa Creter
Executive Director

Date: 10/07/2021

APPROVED AS TO FORM:

Cassie Trapesonian
Cassie Trapesonian
Assistant General Counsel

FOR THE SAN GABRIEL VALLEY

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SGVCOG
San Gabriel Valley Council of Governments

**Scope of Work***

**Task 1 Project Management**

Task 1.1 Kickoff Meeting

The Consultant shall conduct a kickoff meeting with the SGVCOG and CalRecycle staff. The primary objectives will be to review scope, schedule, project goals, and key issues. The SGVCOG will be responsible for inviting CalRecycle staff to participate in the Kickoff Meeting.

***Deliverables: Meeting notes and materials for kickoff meeting.***

Task 1.2 Project Team Coordination

Biweekly project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

***Deliverables: Meeting notifications, agendas, and notes.***

Task 1.3 Project Management Update Meetings

The Consultant shall facilitate approximately 6-8 meetings with the SGVCOG and representatives of participating cities to solicit feedback on draft deliverables.

***Deliverables: Meeting notifications, agendas, notes, and other relevant drafts and documents.***

Task 2 **Capacity and Compliance Assessments**

Task 2.1 Food Recovery Agencies and Organizations Capacity Assessment

The Consultant shall assess potential edible food recovery agencies and organizations in and around the participating cities' city limits, identify and evaluate the processing capacity of such agencies and organizations, identify and evaluate whether these agencies and organizations have existing contracts and written agreements with participating cities' commercial edible food waste generators, and provide a detailed report. Additionally, the Consultant shall calculate if additional capacity is needed for participating cities to recover the required amount of edible food, identify the infrastructure needed to operate an edible food recovery program in the San Gabriel Valley, and identify opportunities for participating cities to fund such infrastructure.

***Deliverables: A detailed report containing a list of edible food recovery agencies and organizations in and around the participating cities' city limits to provide for***

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***participating cities' edible food waste generators that comply with SB 1383, and an assessment of the requirements associated with the collected edible food or expand collection of edible food. Additionally, the report should include information on the processing capacity of the food recovery agencies and organizations in and around the participating cities' city limits and whether these agencies and organizations have existing contracts and written agreements with the participating cities' commercial edible food waste generators. The report must also include details on whether additional capacity is needed for participating cities to recover the required amount of edible food, the infrastructure needed to operate an edible food recovery program in the San Gabriel Valley and opportunities for participating cities to fund such infrastructure. The report shall be compiled in the form of one regional document, with the information on each participating city formatted by sections.***

Task 2.2 Tier 1 and Tier 2 Edible Food Waste Generators Compliance Assessment

The Consultant shall identify participating cities' Tier 1 and Tier 2 edible food waste generators and assess the generators for their existing food recovery capacity and their current compliance statuses, including whether or not the generators have existing contracts or written agreements with food recovery services or organizations, with SB 1383's edible food recovery regulations.

***Deliverables:** A detailed report providing details on participating cities' Tier 1 and Tier 2 edible food waste generators, their statuses on their participation in edible food donation programs, and their SB 1383 food recovery compliance statuses of such edible food donation programs. The report shall be compiled in the form of one regional document, with the information on each participating city formatted by sections.*

## Task 3 Public Outreach

Task 3.1 Develop Outreach and Education Plan

The Consultant shall develop and propose an outreach and education plan and timeline for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups and specify plans to incorporate communication, marketing, and outreach/education efforts. Please note that all outreach efforts must be conducted, by law, before February 1, 2022. The plan shall include email notifications to participating cities' Tier 1 and Tier 2 edible food waste generators, social media and website postings, and five (5) regional educational workshops (with recording available). The Consultant shall also create materials for the outreach and education plan based on resources provided by CalRecycle and the Los Angeles County Department of Public Works, including flyers, brochures,

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presentations, and website and social media templates. All materials must be provided in traditional Chinese, English, and Spanish.

***Deliverables: Multilingual outreach and education materials and a detailed plan on comprehensive outreach and education efforts for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups.***

Task 3.2 Implement Outreach and Education Plan

Upon approval by the SGVCOG, the Consultant shall implement the proposed outreach and education plan. The Consultant shall provide records of all outreach and education efforts, along with copies of the utilized marketing materials, that were conducted. The records shall include the date and to whom the information was disseminated or direct contact made.

***Deliverables: Weekly reports and updates on conducted outreach and education efforts, including emails, presentations, individuals/entities outreached, outcomes/relevant documents, and copies of the utilized marketing materials.***

**Task 4 Final Report**

Task 4.1 Final Report Deliverable

The Consultant shall compile a Final Report that includes details on the outreach efforts that were conducted, the assessments that were performed under Task 2, the food recovery needs and operations of participating cities' Tier 1 and Tier 2 waste generators, the food recovery needs and operations of food recovery agencies and organizations in and around the San Gabriel Valley, and recommendations on the necessary steps that participating cities should consider to ensure SB 1383 compliance.

***Deliverables: Final report detailing the outreach efforts that were conducted, the assessments that were performed under Task 2, the food recovery needs and operations of participating cities' Tier 1 and Tier 2 waste generators, the food recovery needs and operations of food recovery agencies and organizations in and around the San Gabriel Valley, and recommendations on the necessary steps that participating cities should consider to ensure SB 1383 compliance.***

**Task 5 Inspection Program Development (Optional Add-On)****

Task 5.1 Develop Inspection Schedule and Plan

Based on the information identified in Task 2, the Consultant shall develop a schedule and plan to implement a program, including a mechanism that allows for the submission of anonymous complaints and determining the validity of those

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complaints based on Section 18995.3 of the adopted guidelines, to conduct inspections of participating cities' Tier 1 commercial edible food generators and food recovery organizations and services for compliance with the adopted SB 1383 guidelines. Please note that cities must conduct inspections of Tier 1 commercial edible food generators and food recovery organizations and services for compliance beginning January 1, 2022. Inspections of Tier 2 commercial edible food generators for compliance with the adopted guidelines must begin on January 1, 2024. By law, the Consultant does not have authority to issue citations; however, the Consultant shall develop an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. Between January 1, 2022 and December 31, 2023, cities must provide educational materials describing the applicable requirements of the adopted guidelines in response to violations. Starting on January 1, 2024, cities must enforce the adopted guidelines pursuant to Sections 18995.4 and 18997.2 of the adopted guidelines in response to violations.

***Deliverable: A report detailing the proposed schedule and plan to implement an inspection program in participating cities, including details of an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. The report must be presented to the SGVCOG and participating cities for review before November 29, 2021.***

## Task 6 Inspection Program Implementation (Optional Add-On)**

Task 6.1 Implement Inspection Schedule and Plan

Upon the approval by the SGVCOG and participating cities, the Consultant shall begin implementing the inspections beginning January 1, 2022. The Consultant shall document the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, document the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines.

***Deliverable: Documentation of the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints.***

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***Additionally, the Consultant shall, in partnership with participating cities, provide documentation of the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines. Such documents shall be provided on a monthly basis.***

****The Scope of Work may be amended after the issuance of the Notice to Proceed to include additional assistance to participating jurisdiction(s) with specific needs, such as identifying food deserts, additional marketing and outreach support, and kitchen/busboy training.***

*****Tasks 5 and 6 may be added to the Scope of Work depending on the interest of each participating city. Please do provide an estimate cost for Tasks 5 and 6 and list out the assumptions that were utilized in developing the pricing. Also, please provide the potential assumptions that could impact the pricing based on the information gathered when completing Tasks 1-4 of the Scope of Work.***

**Examination of Proposal Documents**

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve SGVCOG's objectives. Proposer is prepared to comply with all statutes and regulations applicable to the work to be performed.

**Addenda**

The SGVCOG reserves the right to revise the RFP documents. Any changes to the requirements of this RFP will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. Addenda will be posted on SGVCOG's online bidding system, Planet Bids, and will be available for downloading. It is the responsibility of Proposers and other interested parties to check the online bidding system regularly during the solicitation period for updated information.

The SGVCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP, and be rejected.

**SGVCOG Contact**

All communication and/or contact with SGVCOG staff regarding this RFP are to be directed to the following:

***Carlos Garcia, Contracts Manager***
***San Gabriel Valley Council of Governments***
***4900 Rivergrade Road, Suite A120***
***Irwindale, California 91706***
***Email: cgarcia@sgvcog.org***

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3B

| | |
|---|---|
| **TO:** | The Honorable Mayor and City Council |
| **FROM:** | Christine Tomikawa, Director of Human Resources & Risk Management |
| **SUBJECT:** | Waive further reading and adopt an Ordinance amending the Monterey Park Municipal Code Chapter 2.28 regulating the Personnel Board |

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Waving the second reading and adopting the Ordinance amending Chapter 2.28 of Monterey Park Municipal Code ("MPMC") regulating the Personnel Board responsibilities; and
2. Taking such additional, related, action that may be desirable.

**EXECUTIVE SUMMARY:**

The Ordinance was introduced and received first reading at the November 17, 2021 City Council meeting. The original staff report from the November 17, 2021 meeting is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources & Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT(S):**

1. Ordinance
2. November 17, 2021 Staff Report

# ATTACHMENT 1
Ordinance

**ORDINANCE NO.**

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.28 REGULATING THE PERSONNEL BOARD.**

**THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

SECTION 1: ***Personnel Board***. Monterey Park Municipal Code ("MPMC") Chapter 2.28 is amended in its entirety to read as set forth in attached Exhibit "A," which is incorporated by reference. Repealed language is struck out (e.g., "~~redlined~~") while added language is italicized (e.g., "*italicized*"). Except as set forth in Exhibit A, all other language in Chapter 2.28 remains the same.

SECTION 2: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 3: ***Severability***. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 4: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 5: ***Effective Date***. This Ordinance becomes effective 30 days after its adoption.

SECTION 6: ***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 7: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

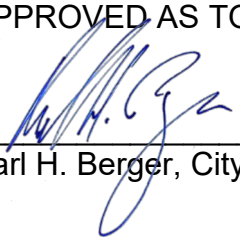
PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



_____
Karl H. Berger, City Attorney

**EXHIBIT A**

**AMENDMENTS TO MPMC FOR PERSONNEL BOARD**

Chapter 2.28 ~~UNIFORM~~ PERSONNEL ~~SYSTEM~~*BOARD*

2.28.010 ~~Adoption.~~

~~In order to establish an equitable and uniform procedure for dealing with personnel matters, to attract to municipal service the best qualified persons available, to assure that appointments and promotions of employees will be based on merit and fitness as determined by competitive test, and to provide a reasonable degree of security for qualified employees, the following personnel system is adopted as a continuation of the existing uniform personnel system.~~

~~2.28.020~~ Personnel board—Creation.

~~There is created a~~*A* personnel board ~~of five~~*is created with three* members appointed by the city council ~~in accordance with the provisions of Section 2.28.050 of~~*pursuant to* this chapter, and ~~sometimes referred~~*subject* to ~~in this~~ chapter ~~as "the board."~~*2.82 of this code.*

2.28.~~040~~*020* Personnel board—~~Vacancies.~~

~~Vacancies of the board shall be filled by appointment by the city council in the same manner as that in which the member being replaced was originally appointed. Each member, except those resigning or removed by the council, shall serve until his or her successor is appointed.~~

~~2.28.050 Personnel board—~~Appointment.

*A.* ~~(a)~~ The city council ~~shall~~*will* appoint the members of the personnel board in the following manner: one member from *the community at large*~~a list of three persons nominated by the personnel of the Monterey Park fire and police departments,~~*;* one member from a list of three persons nominated by the *non-sworn*~~remaining~~ employees of the city~~,~~*;* ~~two members from the community at large,~~ and one member ~~from a list of three persons nominated~~*proposed* by ~~a majority of the four previously appointed members~~*the city manager*. A majority vote of the city council ~~shall be~~*is* required to appoint ~~a member of~~*an individual to* the personnel board.

*B.* ~~(b)~~ Nominations as required ~~in subsection (a) of~~*by* this section ~~shall~~*must* be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may ~~proceed to~~ fill ~~the~~ vacancies *as proposed* by ~~appointment from the community at large~~*the city manager and approved by minute order*.

2.28.~~060~~*030* Personnel board—Qualifications.

~~Members of the personnel board shall be qualified electors of the city who are in sympathy with the application of merit principles to public employment.~~ No person ~~shall~~*may* be appointed to the board who holds any salaried office or employment with the city, nor ~~shall~~*may* any member, while on the board or for a period of one year after ~~his~~*the member's* term ~~has expired~~*expires*, be eligible for appointment to any office of employment of the city.

2.28.~~070 Personnel board—Organization—Officers.~~

~~The election of a chairman shall take place at the first meeting of the board held during the month of January of each year. The board may fill for the unexpired term any vacancy occurring in the office of chairman.~~

~~2.28.080~~*040* Personnel board—Meetings—Quorum.

The board ~~shall~~*must* hold a regular meeting at least once a ~~month~~*year* at times fixed by resolution. Special meetings may be called by ~~the chairman or any three members of the board~~*chair* upon twenty-four-hours' notice. ~~The board shall determine the order of business for the conduct of its meetings. Three~~*Two* members of the board ~~shall~~ constitute a quorum for the transaction of business.

2.28.~~090~~*050* Personnel board—Powers—Duties.

The *board's* powers and duties ~~of the personnel board shall be~~*are* the following:

~~(1) As provided by the personnel system rules and regulations, the hearing of appeals submitted by any person in the competitive service relative to any disciplinary action, dismissal, demotion or alleged violation of this chapter or the personnel rules and the certification of its findings and recommendations as provided in this chapter;~~

~~(2) In any investigation or hearing conducted by the board, it shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoenas issued in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served and refusal of a person to attend or to testify in answer to such a subpoena shall subject the person to prosecution in the same manner set forth by law for failure to appear before the city council in response to a subpoena issued by the council. Each member of the personnel board shall have the power to administer oaths to witnesses;~~

*A.* ~~(3) When~~*If* requested by the city council or the city manager, the personnel board ~~shall make inquiries and recommendations~~*may advise* on any matter of personnel

administration, such as standardization of hours of work, attendance and leave regulations, vacations, holidays and working conditions;

*B.* ~~(4) The preparation and adoption~~*If requested* by ~~resolution, subject to the approval of~~ the city council *or city manager*, *advise regarding personnel*~~of~~ rules and regulations ~~to supplement this chapter~~ and establishing specific procedures governing such phases of the personnel system *such* as:

*1.* ~~(A) Preparation, installation, r~~*R*evision and maintenance of a position classification plan covering all positions in the competitive service~~,~~*;*

*2.* ~~(B)~~ Formulation of standards and qualifications for each class, including residential requirements, if any~~,~~*;*

~~(C) Public announcement of all tests and the acceptance of applications for employment,~~

~~(D) Preparation and conduct of tests and the establishment, approval and use of resulting employment lists containing names of persons eligible for appointment,~~

~~(E) Certification and appointment of persons from employment lists, and the making of temporary and emergency appointments,~~

~~(F) Evaluation of employees,~~

*3.* ~~(G)~~ *Employee appeal hearing due to* ~~T~~*t*ransfer, promotion, demotion and reinstatement of employees in the competitive service *in accordance with any applicable memoranda of understanding*~~,~~*;*

*4.* ~~(H)~~ *Employee appeal hearing due to* ~~S~~*s*eparation of employees from the city service through layoff, suspension and dismissal *in accordance with any applicable memoranda of understanding*~~,~~*; and*

*5. Appeal hearings for classifications covered by the competitive service in accordance with any applicable memoranda of understanding.*

~~(I) Development of employee morale, welfare and training programs,~~

~~(J) Content, maintenance and use of personnel records and forms.~~

2.28.~~095 City council review.~~

~~Any decision, action, or failure to act or consider, by the board regarding or in connection with the establishment, amendment or revision of the classification plan may be reviewed by the city council for final approval. Within ninety days of any such action or inaction by the board, the city council, by majority vote, shall set a time, place and date for hearing and considering the action or inaction by the board. At the time of consideration by the city council, any interested person may appear and be heard. The decision of the city council shall be final.~~

~~2.28.100~~*060* Personnel officer.

The city manager ~~shall appoint~~*, or designee, will be the city's* ~~a~~ personnel officer~~, after consultation with the personnel board. The personnel officer shall~~ *and, in addition to any other duties assigned, will* perform the following ~~duties~~:

*A.* ~~(1)~~ Administer all provisions of this chapter ~~and the rules established hereunder, in accordance with the policies and directives established by the personnel board;~~

*B.* ~~(2)~~ Attend meetings of and serve as secretary of the personnel board, with such clerical assistance as may be necessary;

*C.* ~~(3)~~ Have custody of all personnel records;

~~(4) Accept all notices, requests for hearings, complaints and other official documents which are required to be filed with the personnel board;~~

*D.* ~~(5)~~ Prepare rules and amendments thereof, for the consideration of the board;

*E.* ~~(6)~~ Prepare a position classification plan, class specifications and revisions thereof, for the consideration of the board;

~~(7) Prepare a plan of compensation, and revisions thereof, covering all classifications in the competitive service. This compensation plan and all revisions thereof shall be transmitted to the city council by the city manager with his recommendation for city council approval.~~

~~The duties of the office of personnel officer may be combined with those of any other office in the event the work involved does not warrant, in the discretion of the city manager, the creation of a special position.~~

2.28.~~110~~*070* Competitive service.

~~The provisions of t~~*T*his chapter ~~and the personnel system rules and regulations adopted pursuant to this chapter shall apply~~*applies* to all offices, positions and employment now in the service of the city, except:

*A.* ~~(1)~~ Elective offices; provided, however, that in the event the people of the city by election change the status of any of the elective offices of the city to that of appointive offices, then ~~at~~*upon* the expiration of ~~his~~*that* term of office, the person holding such office ~~shall~~*may, at the discretion of the city council or the city manager,* assume regular status without competitive test, providing that he or she has served in such position continuously for at least six months immediately ~~prior to~~*before* the expiration of his *or her* term of office. Thereafter, the ~~incumbent and the~~ position ~~shall be~~*is* subject in all respects to the provisions of this chapter and the personnel rules;

*B.* ~~(2)~~ Positions on appointive boards, commissions and committees;

*C.* ~~(3)~~ Persons under contract to supply expert, professional or technical services;

*D.* ~~(4)~~ Volunteer personnel who receive no regular compensation from the city;

*E.* ~~(5)~~ Part-time employees (such as crossing guards), per diem, hourly and seasonal employees;

*F.* ~~(6)~~ Building official;

~~(7) City librarian;~~

*G. City attorney;*

*H.* ~~(8)~~ City manager;

~~(9) Director of community development;~~

~~(10) Director of economic development;~~

~~(11) Director of human resources and risk management;~~

~~(12) Director of management services;~~

~~(13) Director of public works/city engineer;~~

~~(14) Director of recreation and community services;~~

*I.* ~~(15)~~ Financial services manager;

~~(16) Fire chief;~~

~~(17) Police chief;~~

*J. Human resources and risk management manager;*

*K. Information technology services manager;*

*L.* ~~(18)~~ Support services manager;

*M. All non-classified positions appointed by the city manager in accordance with the administrative code adopted by the city council.*

~~(19) All of those transitional positions authorized by motion of the city council, which are funded in whole or in part by the federal government pursuant to Public Law 92-302 entitled the "Comprehensive Employment Training Act of 1973" and pursuant to amendments and extensions thereof.~~

2.28.~~120~~*080* Appointments.

~~—~~Appointments to vacant positions in the competitive service ~~shall~~*will* be made in accordance with the personnel rules. Appointments and promotions ~~shall be~~*are* based on merit and fitness to be ascertained so far as practicable by competitive test. Appointments ~~shall be~~*are* made by the city ~~council, city~~ manager*,* or ~~other officer in whom the power to make appointments is vested by law, as the case may be~~*designee*.

2.28.~~130~~*090* Competitive service—Name certification.

~~—~~If appointment is to be made from an employment or promotional list, the names of persons willing to accept appointment ~~shall~~*must* be certified by the personnel officer to the appointment power in the order they appear on the appropriate lists. The number of names certified ~~shall~~*must* be made in accordance with the personnel rules.

2.28.~~140~~*100* Competitive service—Temporary.

~~—In~~ *Except as otherwise provided by applicable law, e.g., in the event of a locally declared emergency, in* the absence of an appropriate employment list, or in the case of a temporary position that will not exist for more than six months, a temporary appointment of a person meeting the minimum training and experience qualifications for the position may be made by the appointing authority for a period not to exceed six months. An employment list ~~shall~~*must* be established within six months for any permanent position filled by temporary appointment. When a position is filled by temporary appointment, the personnel ~~board shall record~~*officer will report* such action ~~in~~*to* the ~~minutes of its meeting~~*board*.

2.28.~~150~~*110* Competitive service—Temporary—Credit.

~~No credit shall be~~*Except as otherwise provided by separate city council resolution, no credit is* allowed in meeting any qualification or in the giving of any test or the establishment of any employment or promotional lists, for service rendered under a temporary appointment ~~made in accordance with provisions of Section 2.28.140~~.

2.28.~~160~~*120* Probationary period.

Except as otherwise provided in any *city council* resolution ~~and/~~or ~~memorandum of understanding which is or has been approved, ratified or authorized by the city council and/or any~~*an* administrative policy ~~approved~~ and ~~authorized~~*procedure promulgated* by the city manager ~~to implement same~~, all appointments to position*s* in the competitive service, except temporary and/or "at-will" appointments ~~shall be in accordance~~*must comply* with the personnel rules. During the probationary period the employee may be rejected at any time without the right of appeal or hearing.

2.28.~~170~~*130* Probationary period—Promotion—Rejection.

~~An~~*Except as otherwise provided in any city council resolution, an* employee rejected during the probationary period from a position to which he or she has been promoted ~~shall~~*must* be reinstated to the position from which he or she was promoted, unless he or she is dismissed from ~~the~~ city service ~~as provided in this chapter and the rules~~.

2.28.~~180 Status of present employees.~~

~~Any person holding a position included in the competitive service who, on the effective date of Ordinance No. 695* shall have served continuously in such position or in some other position in the competitive service, for a period equal to the probationary period prescribed in the rules for his class, shall assume regular status in the competitive service in the position held on such effective date without qualifying test, and shall thereafter be subject in all respects to the provisions of this chapter and the personnel rules.~~

~~Any other persons holding positions in the competitive service shall be regarded as probationers who are serving out the balance of their probationary periods as prescribed in the rules before obtaining regular status. The probationary period shall be computed from the date of appointment or employment.~~

~~* Ordinance 695 is included in the original codification.~~

~~2.28.190~~*140* Appointments subject to chapter.

~~The~~*Except as otherwise provided by* city council~~,~~ *resolution, the* city manager ~~and any other officer in whom is vested the power to~~*may* appoint, make transfers, promotions, demotions, reinstatements, layoffs and to suspend or dismiss employees, ~~shall retain such power,~~ subject to the provisions of this chapter and the personnel rules.

2.28.~~200 Suspension.~~

~~Any person holding a position in the competitive service shall be subject to disciplinary suspension without pay by the appointing power. Such suspensions shall not exceed ten calendar days for any one suspension nor a total of thirty calendar days in any fiscal year. A department head not having power of appointment may make disciplinary suspensions in accordance with the personnel rules.~~

~~2.28.205~~*150* Automatic resignation.

Any employee holding a position in the competitive service who is absent without a valid leave of absence for more than two consecutive working shifts, ~~shall be~~*is* deemed to have abandoned his or her position and to have resigned from ~~the~~*city* service, unless, within fifteen calendar days from the last day he or she worked or the last day he or she was on a valid leave of absence, he or she proves to the satisfaction of ~~appropriate departmental supervision and~~ the city manager*, or designee,* that the absence was excusable.

~~Any person who has been terminated pursuant to this section shall have the right to appeal the automatic resignation decision to the personnel board in the time and manner as prescribed in personnel system rules and regulations. Nothing in this section, however, shall prevent the city from suspending or discharging an employee for unauthorized absence.~~

2.28.~~210~~*160* Transfer—Work assignment.

~~Employees~~*Except as otherwise provided by city council resolution, employees* may be transferred between departments by the city manager where such transfers involve work of the same civil service class as that in which the employee has status. Employees may be assigned within their department by the department head to work appropriate to their civil service class. No assignments or transfers ~~shall~~*may* be made to work of a civil service class different from that in which the employee has status, except work which is purely temporary and incidental thereto, or except in the event of grave emergency involving danger to life or property, and then only for such limited periods of time as may be required because of such emergency. Transfers and work assignments ~~shall not~~*may also* be made for ~~punitive~~*disciplinary* reasons. ~~An employee shall have the right of appeal to the personnel board in any case in which he or she believes the provisions of this section have been violated.~~

2.28.~~220~~*170* Disciplinary action.

—No permanent employee in the competitive service ~~shall~~*may* be suspended, demoted, dismissed or subjected to any other disciplinary action unless such action is taken in accordance with and pursuant to personnel system rules and regulations. This section shall not apply to the abolition of a position ~~pursuant to Section 2.28.230~~.

2.28.~~230~~*180* Abolition of position.

Whenever in the judgment of the city council it becomes necessary in the interest of economy or because the necessity for the position or employment involved no longer exists, the city council may abolish any position or employment~~.~~ *by resolution.* The employee holding such position or employment ~~shall~~*will* be laid off, demoted or transferred without the filing of written charges and without the right of appeal in accordance with rules established by the personnel board. If, within two years, an appointment is to be made to any position or employment in any existing or new class having the same, or, substantially similar qualifications and duties as the position abolished, the employee laid off, demoted or transferred ~~shall have~~*has* the right to such appointment, unless he or she files a waiver in writing with the personnel officer; or, if laid off, he or she fails to report to the personnel officer within twenty working days after notice is mailed to his or her last known address.

~~2.28.270 Discrimination prohibited.~~

~~No person in the competitive service or seeking admission thereto shall be employed, promoted, demoted, discharged or in any way favored or discriminated against because of race, color, religion, national origin, political opinions or affiliations, sex, age, or physical handicap, except where sex, age, or absence of physical handicap constitute a bona fide occupational qualification.~~

~~2.28.280 Age limits.~~

~~Minimum or maximum age limits for any examination for a position in the competitive service shall not be established and age shall not be a minimum qualification for any employment in the competitive service. Any person possessing all the minimum qualifications for a position is eligible to take any examination hereunder regardless of age, and neither the personnel board, personnel officer or appointing power shall adopt any rule prohibiting the employment of any person otherwise qualified solely because of age. This section shall be subject to the provisions of any applicable retirement system, and this section shall not prevent the city council from fixing minimum or maximum age limits for employment of policemen or firemen.~~

2.28.~~300~~*190* Right to contract for special services.

The *city manager*~~personnel board shall~~ *may, if requested,* consider and make recommendations to the city council regarding the extent to which the city should contract for the performance of technical services in connection with the establishment or operation of the personnel system.

The city council may contract with any qualified person or agency for the performance of all or any of the following responsibilities and duties imposed by this chapter:

*A.* ~~(1)~~ The preparation of personnel rules and subsequent revisions and amendments thereof;

*B.* ~~(2)~~ The preparation of a position classification plan, and subsequent revisions and amendments thereof;

*C.* ~~(3)~~ The preparation of a plan of compensation, and subsequent revision and amendments thereof;

*D.* ~~(4)~~ The preparation, conduct and grading of competitive tests;

*E.* ~~(5)~~ Special and technical services of advisory or informational character on matters relating to personnel administration.

~~2.28.310 Appropriation of fund.~~

~~The city council shall appropriate such funds as are necessary to carry out the provisions of this chapter.~~

# ATTACHMENT 2
## November 17, 2021 Staff Report

# City Council Staff Report

**DATE:** November 17, 2021

**AGENDA ITEM NO:** New Business
Agenda Item No. 5B

**TO:** The Honorable Mayor and City Council

**FROM:** Christine Tomikawa, Director of Human Resources & Risk Management

**SUBJECT:** Amendment to Monterey Park Municipal Code Chapter 2.28 regulating the Personnel Board

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waving first reading of an ordinance amending Chapter 2.28 of Monterey Park Municipal Code ("MPMC") regulating the Personnel Board responsibilities; and
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

In 2020, the COVID-19 emergency provided an opportunity for City staff to evaluate efficiencies for different City boards, commissions and committees. After further review of the Personnel Board's role and responsibilities, City staff recommends modifying responsibilities of the Personnel Board. The changes will allow the Human Resources and Risk Management Director to implement Department's responsibilities with increased efficiencies. The Personnel Board responsibilities affect the non-sworn employees related to appeal processes for discipline and grievances. The proposed amendments to the MPMC better reflect the role and responsibilities of the Personnel Board to ensure employees continue to have an opportunity to appeal disciplinary decisions to an impartial Personnel Board as stated in the applicable memoranda of understandings.

## BACKGROUND:

The Personnel Board was established in 1949. Its responsibilities include approving personnel classifications, making recommendations regarding personnel rules; and acting as an appeal hearing board to consider certain non-public safety discipline matters and grievances. The Personnel Board's role as a neutral avenue to consider non-sworn employee personnel matters will remain the same.

The modifications will allow the associations and Human Resources/Risk Management Director and staff to revise class specifications, open recruitment processes, extend eligibility lists and other daily job duties in a more efficient process with approval by the

City Manager. The changes allow for similar items to be considered by the Personnel Board if the City Council and/or City Manager request its review and advice.

The affected bargaining associations were consulted in drafting the appeals process with the Personnel Board review.

**FISCAL IMPACT:**
None

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources & Risk Management

Reviewed by:

Ron Bow
City Manager

Karl H. Berger
City Attorney

**ATTACHMENT(S):**

1. Ordinance

# ATTACHMENT 1

## Ordinance

**ORDINANCE NO.**

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.28 REGULATING THE PERSONNEL BOARD.**

**THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

SECTION 1: ***Personnel Board***. Monterey Park Municipal Code ("MPMC") Chapter 2.28 is amended in its entirety to read as set forth in attached Exhibit "A," which is incorporated by reference. Repealed language is struck out (e.g., "~~redlined~~") while added language is italicized (e.g., "*italicized*"). Except as set forth in Exhibit A, all other language in Chapter 2.28 remains the same.

SECTION 2: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 3: ***Severability***. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 4: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 5: ***Effective Date***. This Ordinance becomes effective 30 days after its adoption.

SECTION 6: ***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 7: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

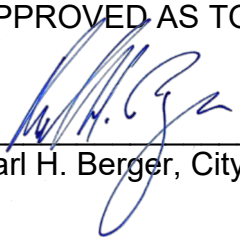
PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



_____
Karl H. Berger, City Attorney

**EXHIBIT A**

**AMENDMENTS TO MPMC FOR PERSONNEL BOARD**

Chapter 2.28 ~~UNIFORM~~ PERSONNEL ~~SYSTEM~~*BOARD*

2.28.010 ~~Adoption.~~

~~In order to establish an equitable and uniform procedure for dealing with personnel matters, to attract to municipal service the best qualified persons available, to assure that appointments and promotions of employees will be based on merit and fitness as determined by competitive test, and to provide a reasonable degree of security for qualified employees, the following personnel system is adopted as a continuation of the existing uniform personnel system.~~

~~2.28.020~~ Personnel board—Creation.

~~There is created a~~*A* personnel board ~~of five~~*is created with three* members appointed by the city council ~~in accordance with the provisions of Section 2.28.050 of~~*pursuant to* this chapter, and ~~sometimes referred~~*subject* to ~~in this~~ chapter ~~as "the board."~~*2.82 of this code.*

2.28.~~040~~*020* Personnel board—~~Vacancies.~~

~~Vacancies of the board shall be filled by appointment by the city council in the same manner as that in which the member being replaced was originally appointed. Each member, except those resigning or removed by the council, shall serve until his or her successor is appointed.~~

~~2.28.050 Personnel board—~~Appointment.

*A.* ~~(a)~~ The city council ~~shall~~*will* appoint the members of the personnel board in the following manner: one member from *the community at large*~~a list of three persons nominated by the personnel of the Monterey Park fire and police departments,~~*;* one member from a list of three persons nominated by the *non-sworn*~~remaining~~ employees of the city~~,~~*;* ~~two members from the community at large,~~ and one member ~~from a list of three persons nominated~~*proposed* by ~~a majority of the four previously appointed members~~*the city manager*. A majority vote of the city council ~~shall be~~*is* required to appoint ~~a member of~~*an individual to* the personnel board.

*B.* ~~(b)~~ Nominations as required ~~in subsection (a) of~~*by* this section ~~shall~~*must* be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may ~~proceed to~~ fill ~~the~~ vacancies *as proposed* by ~~appointment from the community at large~~*the city manager and approved by minute order*.

2.28.~~060~~*030* Personnel board—Qualifications.

~~Members of the personnel board shall be qualified electors of the city who are in sympathy with the application of merit principles to public employment.~~ No person ~~shall~~*may* be appointed to the board who holds any salaried office or employment with the city, nor ~~shall~~*may* any member, while on the board or for a period of one year after ~~his~~*the member's* term ~~has expired~~*expires*, be eligible for appointment to any office of employment of the city.

2.28.~~070 Personnel board—Organization—Officers.~~

~~The election of a chairman shall take place at the first meeting of the board held during the month of January of each year. The board may fill for the unexpired term any vacancy occurring in the office of chairman.~~

~~2.28.080~~*040* Personnel board—Meetings—Quorum.

The board ~~shall~~*must* hold a regular meeting at least once a ~~month~~*year* at times fixed by resolution. Special meetings may be called by ~~the chairman or any three members of the board~~*chair* upon twenty-four-hours' notice. ~~The board shall determine the order of business for the conduct of its meetings. Three~~*Two* members of the board ~~shall~~ constitute a quorum for the transaction of business.

2.28.~~090~~*050* Personnel board—Powers—Duties.

The *board's* powers and duties ~~of the personnel board shall be~~*are* the following:

~~(1) As provided by the personnel system rules and regulations, the hearing of appeals submitted by any person in the competitive service relative to any disciplinary action, dismissal, demotion or alleged violation of this chapter or the personnel rules and the certification of its findings and recommendations as provided in this chapter;~~

~~(2) In any investigation or hearing conducted by the board, it shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoenas issued in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served and refusal of a person to attend or to testify in answer to such a subpoena shall subject the person to prosecution in the same manner set forth by law for failure to appear before the city council in response to a subpoena issued by the council. Each member of the personnel board shall have the power to administer oaths to witnesses;~~

*A.* ~~(3) When~~*If* requested by the city council or the city manager, the personnel board ~~shall make inquiries and recommendations~~*may advise* on any matter of personnel

administration, such as standardization of hours of work, attendance and leave regulations, vacations, holidays and working conditions;

*B.* ~~(4) The preparation and adoption~~*If requested* by ~~resolution, subject to the approval of~~ the city council *or city manager*, *advise regarding personnel*~~of~~ rules and regulations ~~to supplement this chapter~~ and establishing specific procedures governing such phases of the personnel system *such* as:

*1.* ~~(A) Preparation, installation, r~~*R*evision and maintenance of a position classification plan covering all positions in the competitive service~~,~~*;*

*2.* ~~(B)~~ Formulation of standards and qualifications for each class, including residential requirements, if any~~,~~*;*

~~(C) Public announcement of all tests and the acceptance of applications for employment,~~

~~(D) Preparation and conduct of tests and the establishment, approval and use of resulting employment lists containing names of persons eligible for appointment,~~

~~(E) Certification and appointment of persons from employment lists, and the making of temporary and emergency appointments,~~

~~(F) Evaluation of employees,~~

*3.* ~~(G)~~ *Employee appeal hearing due to* ~~T~~*t*ransfer, promotion, demotion and reinstatement of employees in the competitive service *in accordance with any applicable memoranda of understanding*~~,~~*;*

*4.* ~~(H)~~ *Employee appeal hearing due to* ~~S~~*s*eparation of employees from the city service through layoff, suspension and dismissal *in accordance with any applicable memoranda of understanding*~~,~~*; and*

*5. Appeal hearings for classifications covered by the competitive service in accordance with any applicable memoranda of understanding.*

~~(I) Development of employee morale, welfare and training programs,~~

~~(J) Content, maintenance and use of personnel records and forms.~~

2.28.~~095 City council review.~~

~~Any decision, action, or failure to act or consider, by the board regarding or in connection with the establishment, amendment or revision of the classification plan may be reviewed by the city council for final approval. Within ninety days of any such action or inaction by the board, the city council, by majority vote, shall set a time, place and date for hearing and considering the action or inaction by the board. At the time of consideration by the city council, any interested person may appear and be heard. The decision of the city council shall be final.~~

~~2.28.100~~*060* Personnel officer.

The city manager ~~shall appoint~~*, or designee, will be the city's* ~~a~~ personnel officer~~, after consultation with the personnel board. The personnel officer shall~~ *and, in addition to any other duties assigned, will* perform the following ~~duties~~:

*A.* ~~(1)~~ Administer all provisions of this chapter ~~and the rules established hereunder, in accordance with the policies and directives established by the personnel board;~~

*B.* ~~(2)~~ Attend meetings of and serve as secretary of the personnel board, with such clerical assistance as may be necessary;

*C.* ~~(3)~~ Have custody of all personnel records;

~~(4) Accept all notices, requests for hearings, complaints and other official documents which are required to be filed with the personnel board;~~

*D.* ~~(5)~~ Prepare rules and amendments thereof, for the consideration of the board;

*E.* ~~(6)~~ Prepare a position classification plan, class specifications and revisions thereof, for the consideration of the board;

~~(7) Prepare a plan of compensation, and revisions thereof, covering all classifications in the competitive service. This compensation plan and all revisions thereof shall be transmitted to the city council by the city manager with his recommendation for city council approval.~~

~~The duties of the office of personnel officer may be combined with those of any other office in the event the work involved does not warrant, in the discretion of the city manager, the creation of a special position.~~

2.28.~~110~~*070* Competitive service.

~~The provisions of t~~*T*his chapter ~~and the personnel system rules and regulations adopted pursuant to this chapter shall apply~~*applies* to all offices, positions and employment now in the service of the city, except:

*A.* ~~(1)~~ Elective offices; provided, however, that in the event the people of the city by election change the status of any of the elective offices of the city to that of appointive offices, then ~~at~~*upon* the expiration of ~~his~~*that* term of office, the person holding such office ~~shall~~*may, at the discretion of the city council or the city manager,* assume regular status without competitive test, providing that he or she has served in such position continuously for at least six months immediately ~~prior to~~*before* the expiration of his *or her* term of office. Thereafter, the ~~incumbent and the~~ position ~~shall be~~*is* subject in all respects to the provisions of this chapter and the personnel rules;

*B.* ~~(2)~~ Positions on appointive boards, commissions and committees;

*C.* ~~(3)~~ Persons under contract to supply expert, professional or technical services;

*D.* ~~(4)~~ Volunteer personnel who receive no regular compensation from the city;

*E.* ~~(5)~~ Part-time employees (such as crossing guards), per diem, hourly and seasonal employees;

*F.* ~~(6)~~ Building official;

~~(7) City librarian;~~

*G. City attorney;*

*H.* ~~(8)~~ City manager;

~~(9) Director of community development;~~

~~(10) Director of economic development;~~

~~(11) Director of human resources and risk management;~~

~~(12) Director of management services;~~

~~(13) Director of public works/city engineer;~~

~~(14) Director of recreation and community services;~~

*I.* ~~(15)~~ Financial services manager;

~~(16) Fire chief;~~

~~(17) Police chief;~~

*J. Human resources and risk management manager;*

*K. Information technology services manager;*

*L.* ~~(18)~~ Support services manager;

*M. All non-classified positions appointed by the city manager in accordance with the administrative code adopted by the city council.*

~~(19) All of those transitional positions authorized by motion of the city council, which are funded in whole or in part by the federal government pursuant to Public Law 92-302 entitled the "Comprehensive Employment Training Act of 1973" and pursuant to amendments and extensions thereof.~~

2.28.~~120~~*080* Appointments.

~~—~~Appointments to vacant positions in the competitive service ~~shall~~*will* be made in accordance with the personnel rules. Appointments and promotions ~~shall be~~*are* based on merit and fitness to be ascertained so far as practicable by competitive test. Appointments ~~shall be~~*are* made by the city ~~council, city~~ manager*,* or ~~other officer in whom the power to make appointments is vested by law, as the case may be~~*designee*.

2.28.~~130~~*090* Competitive service—Name certification.

~~—~~If appointment is to be made from an employment or promotional list, the names of persons willing to accept appointment ~~shall~~*must* be certified by the personnel officer to the appointment power in the order they appear on the appropriate lists. The number of names certified ~~shall~~*must* be made in accordance with the personnel rules.

2.28.~~140~~*100* Competitive service—Temporary.

~~—In~~ *Except as otherwise provided by applicable law, e.g., in the event of a locally declared emergency, in* the absence of an appropriate employment list, or in the case of a temporary position that will not exist for more than six months, a temporary appointment of a person meeting the minimum training and experience qualifications for the position may be made by the appointing authority for a period not to exceed six months. An employment list ~~shall~~*must* be established within six months for any permanent position filled by temporary appointment. When a position is filled by temporary appointment, the personnel ~~board shall record~~*officer will report* such action ~~in~~*to* the ~~minutes of its meeting~~*board*.

2.28.~~150~~*110* Competitive service—Temporary—Credit.

~~No credit shall be~~*Except as otherwise provided by separate city council resolution, no credit is* allowed in meeting any qualification or in the giving of any test or the establishment of any employment or promotional lists, for service rendered under a temporary appointment ~~made in accordance with provisions of Section 2.28.140~~.

2.28.~~160~~*120* Probationary period.

Except as otherwise provided in any *city council* resolution ~~and/~~or ~~memorandum of understanding which is or has been approved, ratified or authorized by the city council and/or any~~*an* administrative policy ~~approved~~ and ~~authorized~~*procedure promulgated* by the city manager ~~to implement same~~, all appointments to position*s* in the competitive service, except temporary and/or "at-will" appointments ~~shall be in accordance~~*must comply* with the personnel rules. During the probationary period the employee may be rejected at any time without the right of appeal or hearing.

2.28.~~170~~*130* Probationary period—Promotion—Rejection.

~~An~~*Except as otherwise provided in any city council resolution, an* employee rejected during the probationary period from a position to which he or she has been promoted ~~shall~~*must* be reinstated to the position from which he or she was promoted, unless he or she is dismissed from ~~the~~ city service ~~as provided in this chapter and the rules~~.

2.28.~~180 Status of present employees.~~

~~Any person holding a position included in the competitive service who, on the effective date of Ordinance No. 695* shall have served continuously in such position or in some other position in the competitive service, for a period equal to the probationary period prescribed in the rules for his class, shall assume regular status in the competitive service in the position held on such effective date without qualifying test, and shall thereafter be subject in all respects to the provisions of this chapter and the personnel rules.~~

~~Any other persons holding positions in the competitive service shall be regarded as probationers who are serving out the balance of their probationary periods as prescribed in the rules before obtaining regular status. The probationary period shall be computed from the date of appointment or employment.~~

~~* Ordinance 695 is included in the original codification.~~

~~2.28.190~~*140* Appointments subject to chapter.

~~The~~*Except as otherwise provided by* city council~~,~~ *resolution, the* city manager ~~and any other officer in whom is vested the power to~~*may* appoint, make transfers, promotions, demotions, reinstatements, layoffs and to suspend or dismiss employees, ~~shall retain such power,~~ subject to the provisions of this chapter and the personnel rules.

2.28.~~200 Suspension.~~

~~Any person holding a position in the competitive service shall be subject to disciplinary suspension without pay by the appointing power. Such suspensions shall not exceed ten calendar days for any one suspension nor a total of thirty calendar days in any fiscal year. A department head not having power of appointment may make disciplinary suspensions in accordance with the personnel rules.~~

~~2.28.205~~*150* Automatic resignation.

Any employee holding a position in the competitive service who is absent without a valid leave of absence for more than two consecutive working shifts, ~~shall be~~*is* deemed to have abandoned his or her position and to have resigned from ~~the~~*city* service, unless, within fifteen calendar days from the last day he or she worked or the last day he or she was on a valid leave of absence, he or she proves to the satisfaction of ~~appropriate departmental supervision and~~ the city manager*, or designee,* that the absence was excusable.

~~Any person who has been terminated pursuant to this section shall have the right to appeal the automatic resignation decision to the personnel board in the time and manner as prescribed in personnel system rules and regulations. Nothing in this section, however, shall prevent the city from suspending or discharging an employee for unauthorized absence.~~

2.28.~~210~~*160* Transfer—Work assignment.

~~Employees~~*Except as otherwise provided by city council resolution, employees* may be transferred between departments by the city manager where such transfers involve work of the same civil service class as that in which the employee has status. Employees may be assigned within their department by the department head to work appropriate to their civil service class. No assignments or transfers ~~shall~~*may* be made to work of a civil service class different from that in which the employee has status, except work which is purely temporary and incidental thereto, or except in the event of grave emergency involving danger to life or property, and then only for such limited periods of time as may be required because of such emergency. Transfers and work assignments ~~shall not~~*may also* be made for ~~punitive~~*disciplinary* reasons. ~~An employee shall have the right of appeal to the personnel board in any case in which he or she believes the provisions of this section have been violated.~~

2.28.~~220~~*170* Disciplinary action.

—No permanent employee in the competitive service ~~shall~~*may* be suspended, demoted, dismissed or subjected to any other disciplinary action unless such action is taken in accordance with and pursuant to personnel system rules and regulations. This section shall not apply to the abolition of a position ~~pursuant to Section 2.28.230~~.

2.28.~~230~~*180* Abolition of position.

Whenever in the judgment of the city council it becomes necessary in the interest of economy or because the necessity for the position or employment involved no longer exists, the city council may abolish any position or employment~~.~~ *by resolution.* The employee holding such position or employment ~~shall~~*will* be laid off, demoted or transferred without the filing of written charges and without the right of appeal in accordance with rules established by the personnel board. If, within two years, an appointment is to be made to any position or employment in any existing or new class having the same, or, substantially similar qualifications and duties as the position abolished, the employee laid off, demoted or transferred ~~shall have~~*has* the right to such appointment, unless he or she files a waiver in writing with the personnel officer; or, if laid off, he or she fails to report to the personnel officer within twenty working days after notice is mailed to his or her last known address.

~~2.28.270 Discrimination prohibited.~~

~~No person in the competitive service or seeking admission thereto shall be employed, promoted, demoted, discharged or in any way favored or discriminated against because of race, color, religion, national origin, political opinions or affiliations, sex, age, or physical handicap, except where sex, age, or absence of physical handicap constitute a bona fide occupational qualification.~~

~~2.28.280 Age limits.~~

~~Minimum or maximum age limits for any examination for a position in the competitive service shall not be established and age shall not be a minimum qualification for any employment in the competitive service. Any person possessing all the minimum qualifications for a position is eligible to take any examination hereunder regardless of age, and neither the personnel board, personnel officer or appointing power shall adopt any rule prohibiting the employment of any person otherwise qualified solely because of age. This section shall be subject to the provisions of any applicable retirement system, and this section shall not prevent the city council from fixing minimum or maximum age limits for employment of policemen or firemen.~~

2.28.~~300~~*190* Right to contract for special services.

The *city manager*~~personnel board shall~~ *may, if requested,* consider and make recommendations to the city council regarding the extent to which the city should contract for the performance of technical services in connection with the establishment or operation of the personnel system.

The city council may contract with any qualified person or agency for the performance of all or any of the following responsibilities and duties imposed by this chapter:

*A.* ~~(1)~~ The preparation of personnel rules and subsequent revisions and amendments thereof;

*B.* ~~(2)~~ The preparation of a position classification plan, and subsequent revisions and amendments thereof;

*C.* ~~(3)~~ The preparation of a plan of compensation, and subsequent revision and amendments thereof;

*D.* ~~(4)~~ The preparation, conduct and grading of competitive tests;

*E.* ~~(5)~~ Special and technical services of advisory or informational character on matters relating to personnel administration.

~~2.28.310 Appropriation of fund.~~

~~The city council shall appropriate such funds as are necessary to carry out the provisions of this chapter.~~

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3C

**TO:** The Honorable Mayor and City Council

**FROM:** Joaquin Vazquez, Deputy City Attorney

**SUBJECT:** A resolution approving the City's participation in two national opioid litigation settlements and authorizing City Manager execution of related participation and subdivision agreements.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the City's participation in two national opioid litigation settlements and authorizing City Manager execution of related participation and subdivision agreements; and
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

Proposed Resolution No. ____would approve the City's participation in a global settlement for national opioid litigation and facilitate a maximum $494,000 funding allocation disbursement for the City to be used for remediating opioid abuse remediation, subject to spending restrictions and accounting requirements.

## BACKGROUND:

Pending in the U.S. District Court for the Northern District of Ohio is multidistrict litigation ("Litigation") numerous public entity plaintiffs have pursued against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic. On or about July 1, 2021, a proposed nationwide tentative global settlement ("Settlement") was reached between the plaintiffs in the Litigation and several of the defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation (collectively, "Distributors"), and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, "Manufacturers") (all collectively, "Settling Defendants").The Settlement's terms are set forth in the Distributors Master Settlement Agreement and Manufacturers Master Settlement Agreement (collectively "Settlement Agreements"), and copies of the Settlement Agreements are on file with the City Clerk and available upon request.[1]

[1] The Settlement Agreements' text is also available for download: https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Final-Distributor-Settlement-Agreement-10.22.2021-Exhibit-Updates_.pdf

The Settlement would require the Distributors and Manufacturers to respectively pay approximately $21 billion over 18 years and $5 billion over seven years to participating states, counties, and cities. The state of California ("State") would receive approximately $2.2 billion of the estimated $21 billion total, a portion which would be distributed to counties and cities. Local subdivisions with population over 10,000, including the city of Monterey Park (the "City"), that are not plaintiffs in the Litigation can participate in the Settlement and obtain certain Settlement funds, in exchange for a release of claims against the Settling Defendants. The total amount of Settlement funds increases in proportion to the number of states and local subdivisions that opt in to participate in the Settlement.

To participate in the Settlement, the City must execute two allocation agreements with the State to facilitate the distribution Settlement funds for the City ("Allocation Agreements")[2]. The City must also execute two participation forms ("Participation Forms")[3] to confirm its participation in the Settlement and the terms of the Settlement Agreement, including the dismissal of the Litigation, payment of Settlement funds, and associated release of claims against the Settlement Defendants. Copies of the Allocation Agreements and Participation Forms are on file with the City Clerk and available upon request.

Proposed Resolution No. ____ would approve the City's participation in the Settlement and authorize the City Manager to execute the necessary related agreements and forms as approved by the City Attorney.

**FISCAL IMPACT:**

Based on information from the Litigation plaintiffs' Settlement administrator and the Office of the State of Attorney General, the City is estimated to receive a maximum Settlement sum of $494,000 over the term of years discussed above. This estimated total sum assumes maximum, 100 percent participation from the total potential eligible states, counties, and cities. The City's final Settlement share would be determined after January 2, 2022, the final day for jurisdictions to opt into the settlement. Upon this determination, the City would elect whether to direct its funds to the County or receive the funds directly at least 60 days before the first distribution. Funds must be used within certain time limitations for so-called "Opioid Remediation Uses," such as expanding training for the first responders' use of FDA-approved drugs to reverse overdoses, with at least 50 percent of the total funds being used for "High Impact Abatement Activities," including

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and https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Janssen-agreement-20211105.pdf.

[2] The Subdivision Agreements' text is also available for download: https://oag.ca.gov/sites/default/files/media/final-proposed-ca-state-subdivision-agreement-distributors-settlement.pdf; https://oag.ca.gov/sites/default/files/media/final-proposed-ca-state-subdivision-agreement-janssen-settlement.pdf.

[3] Included as Exhibit "K" to each of the Settlement Agreements; see Footnote 1.

funding intervention measures to prevent addition in vulnerable youth. The City's direct receipt of the Settlement funds would also require the City's annual reporting of its funding and subject it to related auditing. The City would make a determination annually whether to receive forthcoming Settlement funds directly or direct them to the County without being bound by any previous year's funding decision.

Respectfully prepared & submitted by:

Joaquin Vazquez
Deputy City Attorney

Approved by:

Ron Bow
City Manager

**ATTACHMENT:**

1. Draft Resolution

# ATTACHMENT 1
Draft Resolution

**RESOLUTION NO.**

**A RESOLUTION APPROVING PARTICIPATION IN TWO NATIONAL OPIOID LITIGATION SETTLEMENTS AND AUTHORIZING CITY MANAGER EXECUTION OF RELATED PARTICIPATION AND SUBDIVISION AGREEMENTS.**

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

SECTION 1. *Findings*. The City Council finds as follows:

A. Pending in the U.S. District Court for the Northern District of Ohio is multidistrict litigation ("Litigation") numerous public entity plaintiffs have pursued against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic.

B. On or about July 1, 2021, a proposed nationwide tentative global settlement ("Settlement") was reached between the plaintiffs in the Litigation and several of the defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation (collectively, "Distributors"), and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, "Manufacturers") (all collectively, "Settling Defendants").

C. The Settlement's terms are set forth in the Distributors Master Settlement Agreement and the Manufacturers Master Settlement Agreement (collectively "Settlement Agreements"), and copies of the Settlement Agreements are on file with the City Clerk and available upon request.

D. The Settlement would require the Distributors and Manufacturers to respectively pay approximately $21 billion over 18 years and $5 billion over seven years to participating states, counties, and cities.

E. The state of California ("State") would receive approximately $2.2 billion of the estimated $21 billion total, a portion which would be distributed to counties and cities.

F. Under the Settlement, local subdivisions with population over 10,000, including the city of Monterey Park (the "City"), that are not plaintiffs in the Litigation may participate in the Settlement and obtain certain Settlement funds, in exchange for a release of claims against the Settling Defendants.

G. The total amount of Settlement funds increases in proportion to the number of states and local subdivisions that opt in to participate in the Settlement.

H. To participate in the Settlement, the City must execute two allocation agreements with the State to facilitate the distribution Settlement funds for the

City ("Allocation Agreements"). Copies of the Allocation Agreements are on file with the City Clerk and available upon request.

I. The City must also execute two participation forms ("Participation Forms") to confirm its participation in the Settlement and the terms of the Settlement Agreement, including the dismissal of the Litigation, payment of Settlement funds, and associated release of claims against the Settlement Defendants. Copies of the Participation Forms are on file with the City Clerk and available upon request.

SECTION 2. *Approval and Authorization*. The City Council approves the City's participation in the Settlement and authorizes the City Manager to execute the Allocation Agreements, Participation Forms, and all other necessary documents to effectuate such participation, in a form approved by the City Attorney.

SECTION 3. *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 provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. *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 5. *Signature Authority*. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7. *City Clerk Actions*. The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED AND ADOPTED this ___ day of _____ 2021.

_____
Yvonne Yiu, Mayor

Attest:

_____

Vincent D. Chang, City Clerk

Approved as to form:

_____
Karl H. Berger, City Attorney

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3D

**TO:** The Honorable Mayor and City Council

**FROM:** Christine Tomikawa, Director of Human Resources & Risk Management

**SUBJECT:** Legal Services Agreement with Armstrong & Sigel, LLP (workers compensation)

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a standard legal retainer with Armstrong & Sigel, LLP, in a form approved by the City Attorney, for on-call workers compensation legal services; or
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The City utilizes specialized legal counsel for assistance with litigated workers compensation claims. Carolyn Beliso has been with Armstrong & Sigel, LLP since 1998. Staff recommends that City Council authorize the City Manager to execute a standard retainer agreement with this firm to confirm its representation of the City of Monterey Park for selected workers compensation claims.

## BACKGROUND:

Armstrong & Sigel, LLP currently represent other ICRMA pool members and is on ICRMA's approved workers' compensation attorney panel. The attorney firm represents PRISM pool members and has experience working with the PRISM JPA memorandums of coverage which will benefit the City as the City transitions to the new insurance pool. Ms. Carolyn Beliso represents public sector agencies for workers' compensation claims and brings a wealth of knowledge to assist the City with navigating the workers' compensation system.

This contract allows the firm to provide legal services for workers compensation claims upon request. Staff, with support from the City Attorney's office, will continue to coordinate workers' compensation legal services with the third party administrator and insurance pool.

**FISCAL IMPACT:**

For ICRMA: The hourly rates vary between $85.00 to $150.00 per hour for attorney and paralegal services. For PRISM: The hourly rates vary between $85.00 to $170.00 per hour for partner, senior attorney, junior attorney, and paralegal services. Funds are budgeted for such legal services.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources & Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT(S):**

1. Armstrong & Sigel, LLP Bio

# ATTACHMENT 1

## Armstrong & Sigel, LLP Bio

As

# ARMSTRONG & SIGEL, LLP

Armstrong & Sigel, LLP, specializes in the defense of workers' compensation cases before the Workers' Compensation Appeals Board in Southern California. We represent self-insured employers, claims administrators and insurance companies. Our firm also specializes in the defense of the employer in claims for Serious and Willful Misconduct, Labor Code Section 132a claims, as well as all forms of subrogation recovery. Our practice is limited to the defense of the employer. We do not represent employees or claimants against employers. We handle cases throughout the Southern California area from our office located at:

3699 Wilshire Boulevard, Suite 1100
Los Angeles, California 90010
Telephone (213) 427-1790
Facsimile (213) 334-4571
Web Site: www.workcompdefense.com

We routinely appear at all Workers' Compensation Appeals Boards in the Southern California area including Anaheim, Bakersfield, Goleta, Grover Beach, Los Angeles, Marina Del Rey, Oxnard, Pomona, Riverside, San Bernardino, Santa Ana, San Diego, Van Nuys.

We believe in the aggressive handling of all files, while always bearing in mind the overall expense factor. Nonetheless, with this in mind, we endeavor to handle claims so as to achieve the best overall results for our clients.

## BIOGRAPHICAL INFORMATION

**Timothy B. Armstrong** e-mail: tarmstrong@workcompdefense.com

Graduated from the University of California at Los Angeles in 1982 and from Loyola University School of Law in 1985. Mr. Armstrong began his legal career with the law firm of Matthew, Hodges & Kelley, handling civil litigation. In 1987 he became an associate with Johnson, Rifenbark & Wylie, handling both workers' compensation and civil liability, as well as subrogation. In 1998 Mr. Armstrong, and Jeffrey Sigel, formed their own firm to represent employers in all aspects of workers' compensation and subrogation matters. Mr. Armstrong makes presentations to self-insured employers, personnel directors, risk managers, and other attorneys concerning current changes and trends in the workers' compensation field. Mr. Armstrong has been certified by the State Bar of California Board of Legal Specialization as a Certified Specialist in Workers' Compensation Law. Mr. Armstrong is on the list of Arbitrators approved and maintained by the State of California, Department of Industrial Relations-Division of Workers' Compensation. Mr. Armstrong has been recognized by Los Angeles Magazine in its selection of top attorneys in Southern California.

**Jeffrey H. Sigel** e-mail: jsigel@workcompdefense.com

Graduated from Cornell University in 1981 with a Bachelor of Science degree in Industrial and Labor Relations. In 1984 he received a Juris Doctorate degree from the University of Pennsylvania School of Law, where he received the Mauer Prize for distinguished work. Mr. Sigel is admitted to practice law in California and in Washington, D.C. He began his legal career at the National Labor Relations Board in Washington, D.C. in 1984. Since moving to Los Angeles in 1986, he has been engaged in private practice of labor law, workers' compensation, and insurance subrogation. Mr. Sigel was an associate for the offices of Johnson, Rifenbark & Wylie from 1996 through 1998. Mr. Sigel has been certified by the State Bar of California Board of Legal Specialization as a Certified Specialist in Workers' Compensation Law.

**Brigitte K. Lockner** e-mail: blockner@workcompdefense.com

Received her Bachelor's Degree in International Relations and European Languages from the University of Southern California in 1984, with Magna Cum Laude Honors. She received her Juris Doctorate Degree from Loyola University School of Law in Los Angeles in 1988 and was admitted to the California Bar in 1989. Ms. Lockner has practiced in the area of disability discrimination law for the Western Center for the Handicapped. Ms. Lockner was corporate counsel for a property management firm, involved primarily in landlord/tenant and contract law disputes. In 1991 Ms. Lockner became an associate with the firm of Johnson, Rifenbark & Wylie, where she handled workers' compensation liability and subrogation matters. In October of 1998, Ms. Lockner joined the firm of Armstrong & Sigel. Ms. Lockner has also served as a Judge Pro Tem at the Norwalk Workers' Compensation Appeals Board. She is also a member of the Workers' Compensation Defense Attorneys Association, the California Women Lawyers Association, and the Los Angeles County Bar Association/Workers' Compensation Division. Ms. Lockner has been certified by the State Bar of California Board of Legal Specialization as a Certified Specialist in Workers' Compensation Law.

**Carolyn J. Beliso** e-mail: cbeliso@workcompdefense.com

Received her Bachelor of Science in Biology from Loyola Marymount University, Los Angeles, in 1983. She was employed by Liberty Mutual Insurance Company for 7-1/2 years as a supervisor and settlement specialist in the areas of workers' compensation and liability. She graduated Magna Cum Laude from Southwestern University School of Law in 1993. While at Southwestern, Ms. Beliso was an editor of the Southwestern University Law Review and received several American Jurisprudence Awards. Ms. Beliso was the first recipient of the Wilshire Bar Association Honors Award. She clerked for Justice Sonenshire at the California State Court of Appeal where she drafted preliminary opinions. She joined Johnson, Rifenbark & Wylie in 1991 as a law clerk and then as a lawyer in 1994 handling workers' compensation, civil litigation and subrogation. She was recently acknowledged as the "Attorney of the Year" by Roadway Express in appreciation of the services she has rendered for that account. Ms. Beliso joined Armstrong & Sigel in 1998. Ms. Beliso has been certified by the State Bar of California Board of Legal Specialization as a Certified Specialist in Workers' Compensation Law.

**Linda Babakhanian** e-mail: lbabakhanian@workcompdefense.com

Graduated Magna Cum Laude from California State University, Northridge with a Bachelor of Arts degree in Political Science. Ms. Babakhanian received her Juris Doctorate degree from Southwestern Law School and was admitted to the State Bar of California in 2010. Ms. Babakhanian was the recipient of Judge Julian Beck Award for Outstanding Graduating Senior, while at California State University, Northridge. She was also the recipient of the CALI Award for Excellence for Internet and E-Commerce, while at Southwestern Law School. Her experience includes an externship with the Los Angeles City Attorney's Office and clerkships at private law firms in various areas of civil litigation, including breach of contracts, collections, and personal injuries. Ms. Babakhanian is licensed to practice before all the courts of the State Bar of California as well as the United States District Court, Central District of California.

**Benjamin S. Wishart** e-mail: bwishart@workcompdefense.com

Graduated from Brigham Young University in 2004 with a Bachelor's Degree in Economics. He was employed by Sedgwick Claims Management Services as a Workers' Compensation Claims Examiner from 2004-2007 in Orange County, California. He received a Juris Doctorate from Chapman University School of Law in 2010, where he received the CALI Award in Legal Writing Skills and was an active member of the mock trial team. He was admitted to the California Bar in 2011. During the Fall of 2012 he served as volunteer deputy attorney via the T.A.P.(Trial Attorney Partnership) program with the Orange County District Attorney's office where he successfully prosecuted multiple misdemeanor trials. Prior to joining Armstrong and Sigel, LLP in 2019, Mr. Wishart practiced workers compensation and family law. He is an Eagle Scout and served as an assistant scoutmaster with the Boy Scouts of America (BSA) from 2013-2015. He enjoys exercising and staying in contact with friends he made while serving for two years (1998-2000) as a church volunteer in the Philippines.

**Daniel S. Lim** e-mail: dlim@workcompdefense.com

Graduated University of California, Riverside in 2011 with a Bachelor of Arts degree in Economics. Mr. Lim received his Juris Doctorate degree from University of La Verne, College of Law in 2015, and was admitted to California Bar in 2016. While at University of La Verne, College of Law, he was the recipient of the CALI award for excellence for remedies and sales. His experience includes an externship at the Rancho Cucamonga District Attorney's Office. Prior to joining Armstrong & Sigel, LLP in 2020, he worked for a general practice law firm where he obtained exposure in workers' compensation and civil litigation, including breach of contract, immigration, criminal law, personal injury, and unlawful detainer.

Graduated from California State University, Northridge with a Bachelor's Degree in Business. Ms. Chen received her Juris Doctorate degree from Southwestern Law School and was admitted to the California Bar in 2019. Her experience includes an externship with the Los Angeles District Attorney's Office and clerkships at private law firms.

***Insurance Carriers***:

ACE
Arch Insurance Company
ESIS
Liberty Mutual Insurance Company
Protective Insurance Company
Safeco
Sentry Insurance Company
The Hartford
Travelers Property Casualty
Wausau
Zurich North America

***Third Party Administrators***:

Adminsure
AIG Claims Services
Athens Administrators
Broadspire, a Crawford Company
Constitution State Services
Gallagher Bassett Services, Inc.
Helmsman Management Services
Intercare Insurance Services
Protective Insurance
Sedgwick CMS, Inc.
Speciality Risk Services
York Insurance Services Group (formerly SCRMA)

**Public Entities:**

Azusa Unified School District
City of Beverly Hills
City of El Segundo
City of Hawthorne
City of Inglewood
City of Manhattan Beach
City of Pasadena
City of Redondo Beach
City of San Fernando
City of Santa Monica
Fullerton Joint Union High School
Los Angeles Unified School District
Ohio Bureau of Workers' Compensation

***Designated Counsel for Employers***:

Conco Companies
FPI Management
Goodman Foods
Hensel Phelps Construction Company
JF Shea
Keolis Transit America
Lumea Staffing (formerly Excel Staffing Services)
Macco Constructors
Mercury General Group / Mercury Insurance Company
McKesson General Medical & Surgical
Staffing Network
Valmont Industries
World Oil
Zim Industries

***Self-insured:***

Macco Constructors
US Steel / USX Corporation
Fedex Custom Critical

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3E

**TO:** The Honorable Mayor and City Council

**FROM:** Kelly Gordon, Chief of Police

**SUBJECT:** Police Department and Human Resources Office Furniture

**RECOMMENDATION:**
It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with National Business Furniture, in a form approved by the City Attorney, to purchase office furniture for the Police Department and Human Resources; and
2. Taking such additional, related, action that may be desirable.

**EXECUTIVE SUMMARY:**

The American Rescue Plan Act (ARPA) was signed into law in March of 2021. ARPA addressed serious financial relief for all state, local, tribal, and territorial governments known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). From these funds, the City of Monterey Park has been awarded $15,043,184. These funds provide substantial flexibility for each government, in how the funds are used, to meet local needs.

SLFRF Funds are available to protect and address the needs of government employees due to the COVID-19 pandemic.

The Police Department's and Human Resources' office furniture has reached its usable life, needs replacement, and doesn't meet the current needs for the protection of employees from the spread of COVID-19. The installation of the new workstations will decrease the chance of COVID-19 spreading among the employees. Therefore, staff recommends the purchase and installation of new office workstations with paneled partitions throughout the police department and human resources totaling approximately $265,000.

**BACKGROUND:**

The Monterey Park Police Department and Monterey Park Human Resources, at its current location, was built and opened in 1980. At that time, new office furniture was purchased and installed in the Department. Over the last forty years, as furniture would

break or become no longer useable, it would be replaced. Often, the furniture would not be replaced with a new piece furniture but instead replaced with old furniture from other office space or with old furniture being discarded by a local business that was closing. Currently, most of the office furniture within the police department and human resources, except for the records bureau, has reached its usable life span and is in need of replacement. The furniture also did not meet the current need to protect employees in the spread of the COVID-19 virus.

The police department and human resources developed specifications for new office furniture. Proposals were to include appearance and scale, while keeping utility and long-term durability in mind. Additionally, design was to include preventative COVID-19 measures. Proper reinforcement and replacement of components are also a major consideration. To reduce costs, standard stock items, and finishes were specified.

The police department and human resources staff have reviewed the specifications and quotes from three vendors (National Business Furniture, Westfall Commercial Furniture, and Office Furniture.com. National Business Furniture was the lowest bid and its design and products meet the staff's requirements. The quote submitted by National Business Furniture is $199,383.80 (ATTACHMENT 1) for the police department and $59,996 for human resources (ATTACHMENT 2). The price includes tables, desks, bookcases, file organizers, panels, delivery, assembly, and sales tax. The delivery time is approximately three to four months.

The American Rescue Plan Act (ARPA) of 2021 includes dedicated funds for all state, local, tribal, and territorial governments, known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The City of Monterey Park was awarded a total of $15,043,184 in SLFRF funds. Payments will be received in two equal installments. The first installment was received in June 2021 in the amount of $7,521,592. The Police Department was apportioned SLFRF funds, awarded to the City. Use of funds are needed to help off-set staff shortages attributable to the COVID-19 pandemic (by enhancing the effectiveness of remaining staff) and allowing for equipment upgrades. The purchase of the aforementioned equipment is identified as proper use of SLFRF funds.

## FISCAL IMPACT:

In June 2021 the City of Monterey Park received its first installment of SLFRF funds. A portion of those funds will be expended for the purchase of this furniture.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Prepared by:

Paul Yniguez
Lieutenant

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. National Business Furniture Quote for Police Department
2. National Business Furniture Quote for Human Resources

# ATTACHMENT 1
National Business Furniture Quote for
Police Department

NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| 220245 ECO | 13 | **Mark this item for Briefing Room** Stack Chair | Black Polypropylene/Chrome Metal Frame | Ships Today | $89.00 | $89.00 | $1,157.00 |
| 46928 | 7 | 72"W Flip Top Table | Gray Laminate Top/Brushed Nickel Painted Steel Leg with Modesty Panel | Ships Today | $469.00 | $291.72 | $2,042.04 |
| 14522 | 4 | **Mark this item for TRAFFIC ROOM** Compact L Desk 60x60 | Gray Laminate/Brushed Nickel Painted Steel Frame | Ships Today | $639.00 | $420.92 | $1,683.68 |
| 21426 ECO | 4 | 61" W x 52" H Divider Panel | Gray Laminate/Plexiglass Inserts/Brushed Nickel Finish/Aluminum and Steel Frame | Ships Today | $509.00 | $346.12 | $1,384.48 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 1




***Continued on next page...***



Quotations & Drawings property of National Business Furniture - LA. Copyright 2021.

NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| 34561 ECO | 4 | Box/Box/File Pedestal | Gray Laminate/Brushed Nickel Handles | Ships Today | $369.00 | $237.32 | $949.28 |
| 36754 ECO | 2 | 72"High Storage Cabinet | Gray Laminate/Brushed Nickel Handles | Ships Today | $649.00 | $434.52 | $869.04 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h x 42"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $440.60 | $299.61 | $299.61 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h x 42"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules | Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Glass Modules\GT\Clear | 3-5 Wks | $431.20 | $293.22 | $586.44 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 4




***Continued on next page...***



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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 66"h x 30"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $337.90 | $229.77 | $459.54 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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***Continued on next page...***



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $180.32 | $122.62 | $122.62 |
| EVOCUST | 2 | 24"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $84.68 | $57.58 | $115.16 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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| Merchandise Subtotal | 147,152.74 |
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| Additional Services | 22,500.00 |
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***Continued on next page...***



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**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 90"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware | Standard Paint Colors\Silver | 3-5 Wks | $60.36 | $41.04 | $41.04 |
| EVOCUST | 1 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $54.37 |

| | |
|---|---|
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| Merchandise Subtotal | 147,152.74 |
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| Additional Services | 22,500.00 |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $36.84 | $25.05 | $75.15 |
| EVOCUST | 1 | 24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $36.84 | $25.05 | $25.05 |

| | |
|---|---|
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| **Subtotal** | **185,404.30** |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $54.37 |
| EVOCUST | 4 | 24"h x 30"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules | Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Glass Modules\GT\Clear | 3-5 Wks | $348.10 | $236.71 | $946.84 |

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|---|---|
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Cust#: AT4462

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h, Inline, Slotted, Extension Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $33.72 | $22.93 | $45.86 |
| EVOCUST | 1 | 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $59.58 | $40.51 | $40.51 |

| | |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 29.69"d x 60"w x 29.5"h, Freestanding Tables w/ 2 Full End Panel, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $584.86 | $397.70 | $397.70 |

| | |
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***Continued on next page...***



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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 23"d x 46"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate ), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Height Adjustable Laminate Top Finishes\1 -Absolute Acajou\Grommet Not Required - Left Position\Grommet Not Required - Center Position\Grommet Not Required - Right Position\Grommet Not Required - | 4-6 Wks | $260.28 | $176.99 | $176.99 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | 46"w Height Adjustable Base | 4-6 Wks | $805.16 | $547.51 | $547.51 |
| GLOCUST | 1 | 16"d x 60"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA | Missing options | 4-6 Wks | $853.78 | $580.57 | $580.57 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |

| | |
|---|---|
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***Continued on next page...***



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Storage Base Finishes\2-Absolute Acajou\Handle Option\(STD) Side Pull\M-Silver Lock\C-Key Random (STD) | 4-6 Wks | $589.56 | $400.90 | $400.90 |
| 21425 ECO | 3 | **Mark this item for Report Writing Room**<br>49" W x 53" H Divider Panel | Gray Laminate and Plexiglass Inserts/Brushed Nickel Painted Aluminum Frame | Ships Today | $469.00 | $318.92 | $956.76 |

| | |
|---|---|
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**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 15



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| 36749 ECO | 3 | Storage Cabinet w/Glass Doors | Gray Laminate/Brushed Nickel Accents/Glass Doors | Ships Today | $459.00 | $298.52 | $895.56 |
| 36754 ECO | 2 | 72"High Storage Cabinet | Gray Laminate/Brushed Nickel Handles | Ships Today | $649.00 | $434.52 | $869.04 |
| 46282 ECO | 6 | 48x24 Table | Gray Laminate/Brushed Nickel Painted Steel Frame | Ships Today | $329.00 | $210.12 | $1,260.72 |
| 46286 ECO | 1 | 72x20 Table | Gray Laminate/Brushed Nickel Painted Steel Frame | Ships Today | $449.00 | $291.72 | $291.72 |
| 51637 | 3 | Stack Chair Chrm Frame 18"H | Color Not Specified | 1-2 Wks | $59.00 | $40.12 | $120.36 |
| 14520 | 6 | **Mark this item for NET ROOM** Reversible L Desk 72"W | Gray Laminate/Brushed Nickel Painted Steel Frame | Ships Today | $739.00 | $482.12 | $2,892.72 |

| | |
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*Continued on next page...*



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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| 21425 ECO | 2 | 49" W x 53" H Divider Panel | Gray Laminate and Plexiglass Inserts/Brushed Nickel Painted Aluminum Frame | Ships Today | $469.00 | $318.92 | $637.84 |
| 21428 ECO | 3 | 72" W x 78" H Panel Divider | Gray Laminate/Plexiglas Inserts/Aluminum and Steel Frame | Ships Today | $799.00 | $543.32 | $1,629.96 |
| 30880 | 4 | 4 Drawer Lateral File 36"W | Light Gray | 2-3 Wks | $879.00 | $859.00 | $3,436.00 |
| 34561 ECO | 6 | Box/Box/File Pedestal | Gray Laminate/Brushed Nickel Handles | Ships Today | $369.00 | $237.32 | $1,423.92 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21



***Continued on next page...***

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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 12"h, Inline, Slotted, Bridge Module Extension Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $28.22 | $19.19 | $38.38 |
| EVOCUST | 3 | 24"h, Inline, Slotted, Extension Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $33.72 | $22.93 | $68.79 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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Source: OS0003
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Cust#: AT4462

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $59.58 | $40.51 | $121.53 |
| EVOCUST | 1 | 24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $36.84 | $25.05 | $25.05 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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| **Order Total** | **$199,383.80** |

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 5 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $271.85 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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***Continued on next page...***



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 6 | 24"h x 30"w, Fabric Extension Module, Top Trims are not Included with Extension Modules | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $148.96 | $101.29 | $607.74 |

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|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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***Continued on next page...***



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Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h x 42"w, Fabric Extension Module, Top Trims are not Included with Extension Modules | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $188.94 | $128.48 | $256.96 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 66"h x 42"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $440.60 | $299.61 | $599.22 |

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| Additional Services | 22,500.00 |
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Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 12"h x 42"w, Fabric Bridge Module, Requires Bridge Extension Connectors, Aluminum Trim for Bottom and Top to be Ordered Separately | Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $151.32 | $102.90 | $205.80 |

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| Merchandise | $214,782.64 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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| **Order Total** | **$199,383.80** |

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Cat: 86-C
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 6 | 66"h x 30"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $337.90 | $229.77 | $1,378.62 |

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|---|---|
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| **Order Total** | **$199,383.80** |

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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


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320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $36.84 | $25.05 | $50.10 |
| EVOCUST | 2 | 81"h x 42"w, Sliding Door, Right | Standard Paint Colors\Silver | 3-5 Wks | $2,169.32 | $1,475.14 | $2,950.28 |
| EVOCUST | 5 | 90"h, Vertical Flat Aluminum Trim Only | Standard Paint Colors\Silver | 3-5 Wks | $18.04 | $12.27 | $61.35 |

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|---|---|
| Merchandise | $214,782.64 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 26




*Continued on next page...*



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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, 2 Way Post, Slotted, Bridge Module Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $54.10 | $36.79 | $36.79 |
| EVOCUST | 3 | 78"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware | Standard Paint Colors\Silver | 3-5 Wks | $58.80 | $39.98 | $119.94 |
| EVOCUST | 2 | 42"w, Aluminum Top Cap Trim - Field Installed | Standard Paint Colors\Silver | 3-5 Wks | $20.38 | $13.86 | $27.72 |
| EVOCUST | 2 | 42"w, Double Notched Aluminum Top Cap Trim - Field Installed | Standard Paint Colors\Silver | 3-5 Wks | $20.38 | $13.86 | $27.72 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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***Continued on next page...***



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**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 90"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware | Standard Paint Colors\Silver | 3-5 Wks | $60.36 | $41.04 | $123.12 |
| EVOCUST | 1 | 12"h, 3 Way Post, Slotted, Bridge Module Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $65.08 | $44.25 | $44.25 |

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|---|---|
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $234.42 | $159.41 | $159.41 |
| EVOCUST | 1 | 12"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $30.58 | $20.79 | $20.79 |

| | |
|---|---|
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $30.58 | $20.79 | $20.79 |
| EVOCUST | 2 | 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $180.32 | $122.62 | $245.24 |

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $54.10 | $36.79 | $36.79 |
| EVOCUST | 1 | 24"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $84.68 | $57.58 | $57.58 |

| | |
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| Total Tax | 13,979.50 |
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**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, 3 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $65.08 | $44.25 | $44.25 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 32




***Continued on next page...***



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Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 23"d x 46"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate ), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Height Adjustable Laminate Top Finishes\1 -Absolute Acajou\Grommet Not Required - Left Position\Grommet Not Required - Center Position\Grommet Not Required - Right Position\Grommet Not Required - | 4-6 Wks | $260.28 | $176.99 | $353.98 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | 46"w Height Adjustable Base | 4-6 Wks | $805.16 | $547.51 | $1,095.02 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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Cust#: AT4462

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Storage Base Finishes\2-Absolute Acajou\Handle Option\(STD) Side Pull\M-Silver Lock\C-Key Random (STD) | 4-6 Wks | $589.56 | $400.90 | $801.80 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 35




***Continued on next page...***



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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 29.69"d x 60"w x 29.5"h, Freestanding Tables w/ 2 Full End Panel, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $584.86 | $397.70 | $795.40 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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| Merchandise Subtotal | 147,152.74 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $1,006.54 |
| 41859 ECO | 1 | **Mark this item for CEB ROOM - OPTION 2** Rectangular Table 72x30 | Charcoal Top/Silver Edge & Base | 3-5 Wks | $1,099.00 | $1,099.00 | $1,099.00 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 4 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $2,013.08 |
| GLOCUST | 3 | 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA | Missing options | 4-6 Wks | $970.60 | $660.01 | $1,980.03 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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***Continued on next page...***



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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 3 | 24"d x 48"w x 29.5"h, Connectable Tables, Left w/Full End Panel on Left, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $450.80 | $306.54 | $919.62 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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NATIONAL BUSINESS FURNITURE

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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 3 | 29.69"d x 72"w x 29.5"h, Freestanding Tables w/ 2 Full End Panels, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $641.32 | $436.10 | $1,308.30 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 29.69"d x 48"w x 29.5"h, Freestanding Tables w/ 2 Full End Panels, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $529.20 | $359.86 | $359.86 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | Glazed Panels-Built-in accessory rail w/matching filler panel - 11/16D x 44W x 24H, DIVIDE | Missing options | 4-6 Wks | $410.04 | $278.83 | $278.83 |
| GLOCUST | 1 | Glazed Panels-Built-in accessory rail w/matching filler panel - 11/16D x 26W x 24H, DIVIDE | Missing options | 4-6 Wks | $266.56 | $181.26 | $181.26 |
| GLOCUST | 9 | Divider Post-For supporting panels - 1 -11/16D x 1-11/16W x 24H, DIVIDE | Missing options | 4-6 Wks | $132.50 | $90.10 | $810.90 |
| GLOCUST | 4 | 23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA | Missing options | 4-6 Wks | $580.94 | $395.04 | $1,580.16 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 4 | 18"d x 36"w x 72"h, 2 Door, 1 Fixed, 3 Adj Shelves, 9300 SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $545.66 | $371.05 | $1,484.20 |
| GLOCUST | 3 | Glazed Panels-Built-in accessory rail w/matching filler panel - 11/16D x 68W x 24H, DIVIDE | Missing options | 4-6 Wks | $584.08 | $397.17 | $1,191.51 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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| **Order Total** | **$199,383.80** |

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***Continued on next page...***



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | **Mark this item for BASEMENT ROOM**<br>66"h x 18"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $272.84 | $185.53 | $185.53 |

| | |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 66"h x 48"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $478.24 | $325.20 | $650.40 |

| | |
|---|---|
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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $59.58 | $40.51 | $40.51 |
| EVOCUST | 1 | 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $180.32 | $122.62 | $122.62 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 46




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $108.74 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 47




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 36"d x 72"w x 29.5"h, "D" Islands W/Full End Panel and Post (T-Base ), ADAPTABILITIES | (STD) Thermally Fused Laminate, High Performance (1" Thick )\Adaptabilities Top Finishes\1 -Absolute Acajou\Adaptabilities Chassis Finishes\2-Absolute Acajou\ (STD) Black, Post Leg\Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD)\Grommet/Electrical Not Re | 4-6 Wks | $671.10 | $456.35 | $912.70 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 48




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 15"d x 72"w x 36"h, Open Hutches-One Fixed Shelf + Fixed Shelf Divider w/closed back, ADAPTABILITIES | Adaptabilities Top Finishes\1 -Absolute Acajou\Adaptabilities Storage Body Finishes\2-Absolute Acajou\Grommet Cover (Black), Cut -Out 3.25" x 1.875" (STD)\Grommet Not Required - Custom Grommet Location | 4-6 Wks | $737.74 | $501.66 | $1,003.32 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 49




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $1,006.54 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 24"d x 72"w x 29.5"h, Freestanding Tables W/ 2 Full End Panels, ADAPTABILITIES | (STD) Thermally Fused Laminate, High Performance (1" Thick )\Adaptabilities Top Finishes\1 -Absolute Acajou\Adaptabilities Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F .F)\Grommet/Electrical Not Required - Left Position\Grommet Cover (Blac | 4-6 Wks | $577.02 | $392.37 | $784.74 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 51




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 24"d x 36"w x 29.5"h, Flush Bridge, Flush Bridge, ADAPTABILITIES | (STD) Thermally Fused Laminate, High Performance (1" Thick )\Adaptabilities Top Finishes\1 -Absolute Acajou\Adaptabilities Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F .F)\Grommet/Electrical Not Required - Left Position\Grommet Cover (Blac | 4-6 Wks | $358.28 | $243.63 | $487.26 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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NATIONAL BUSINESS FURNITURE

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 4 | POPCORN, Armchair, Wall Saver, Polypropylene Back & Seat, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor, 34 high on Dolly, GLOBAL SEATING USA | Plastic Back / Seat Selections\1 -Night, Black [BLK]\F-Chrome Frame [CH]\M- (STD) With Out Glides\M -(STD) RTA Code in Pricebook per Model | 4-6 Wks | $199.92 | $135.95 | $543.80 |
| GLOCUST | 6 | 19.25"d x 36"w x 66.39"h, 4 Fixed Drawers,1 Rec dr/rlout, CW Std, 1900P SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $1,007.44 | $685.06 | $4,110.36 |
| GLOCUST | 2 | 70"w x 15-3/4"h, Tackboards for Hutches, For use on A72HOCB, ADAPTABILITIES | Missing options | 4-6 Wks | $266.56 | $181.26 | $362.52 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 53




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 12"d x 36"w x 72"h, Bookcases, 1 Fixed Heavy Duty Shelf + 3 Adjustable Shelves, ADAPTABILITIES | Adaptabilities Top Finishes\1 -Absolute Acajou\Adaptabilities Storage Body Finishes\2-Absolute Acajou | 4-6 Wks | $737.74 | $501.66 | $501.66 |
| GLOCUST | 2 | 19"d x 16"w x 28.5"h, Pedestal Shell, 2 Box, 1 File, Use Under 20", 24" or 30"d Worksurfaces, ADAPTABILITIES | Adaptabilities Body Finishes\1 -Absolute Acajou\C-Key Random (STD)\Side Pull (STD) | 4-6 Wks | $671.10 | $456.35 | $912.70 |
| GLOCUST | 2 | 17-3/4"w x 15"h, Hutch Doors, 4-Door Kit w/hinges, Use w/72", straight hutches, ADAPTABILITIES | Adaptabilities Laminate Finishes\1 -Absolute Acajou\C-Key Random (STD)\M-(2) Optional Locks | 4-6 Wks | $438.26 | $298.02 | $596.04 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 54




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


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PAUL YNIGUEZ
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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | **Mark this item for BASEMENT ROOM PRIVATE OFFICE**<br>GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |
| GLOCUST | 1 | 24"d x 36"w x 29.5"h, Storage Modules w/ 2 File Drawers, ZIRA | Missing options | 4-6 Wks | $1,122.68 | $763.42 | $763.42 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 55




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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770 South 70th Street Milwaukee, WI 53214
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CITY OF MONTEREY PARK
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MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 29.69"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA | Missing options | 4-6 Wks | $1,159.54 | $788.49 | $788.49 |
| GLOCUST | 1 | 19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | Missing options | 4-6 Wks | $589.56 | $400.90 | $400.90 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | 46"w Height Adjustable Base | 4-6 Wks | $805.16 | $547.51 | $547.51 |
| GLOCUST | 1 | 16"d x 36"w x 41.9"h, Table Top Bookcases, For Top of 29.5"h Units (Includes 2 Adjustable Shelves), ZIRA | Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Storage Base Finishes\2-Absolute Acajou | 4-6 Wks | $470.40 | $319.87 | $319.87 |

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|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 57




***Continued on next page...***



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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 23"d x 46"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate ), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Height Adjustable Laminate Top Finishes\1 -Absolute Acajou\Grommet Not Required - Left Position\Grommet Not Required - Center Position\Grommet Not Required - Right Position\Grommet Not Required - | 4-6 Wks | $260.28 | $176.99 | $176.99 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21



***Continued on next page...***

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770 South 70th Street Milwaukee, WI 53214
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | **Mark this item for CHIEFS OFFICE**<br>24"d x 36"w x 29.5", Storage Modules w/ 1 Adjustable Shelf and Doors, ZIRA | Missing options | 4-6 Wks | $811.44 | $551.78 | $1,103.56 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | ASPEN, High Back, Multi-Tilter, Std Height & Width Adj. T-arms w/ Sliding Armcap, Std Molded Black Base, Std Dual Wheel Carpet Casters, Ships Partially KD, GLOBAL SEATING USA | Grade 02\Allante Free (Global)\1 -Chateau Grey\A-Height Adj ., Concave Oval Soft Touch Armcap, Hard Durometer\F-Aluminum Frame [ALU]\M-(STD) 4" Low Rise Cylinder\C-(STD) Black, Dual Wheel Carpet Caster\M-Standard Seat Foam\M-(STD) RTA Code in Pricebook per | 4-6 Wks | $974.52 | $662.67 | $662.67 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 60




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d x 60"w x 29.5"h, Connectable Tables, Right w/Full End Panel on Right, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $494.70 | $336.40 | $336.40 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 36"d x 72"w x 29.5"h-49"h, Single Pedestal Height Adjustable Desk, B/F/F on Left, Top Inset 1" on Right & User Side, Height Adjustable Frame Sold Separately, ZIRA | Missing options | 4-6 Wks | $2,183.44 | $1,484.74 | $1,484.74 |
| GLOCUST | 1 | 24"d x 72"w x 29.5"h, Storage Cabinet Credenza, 2 Storage Cabinets Side by Side, Locking, ZIRA | Missing options | 4-6 Wks | $1,402.58 | $953.75 | $953.75 |
| GLOCUST | 1 | 23.4"d x 16"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA | Missing options | 4-6 Wks | $504.12 | $342.80 | $342.80 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




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NATIONAL BUSINESS FURNITURE

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 3 | CHAP, 30"h x 24.5"w x 24.5"d, Armchair, Round Upholstered Back & Upholstered Seat, Wood Frame, Std 4 Legged Wood Frame, Does not Stack, GLOBAL SEATING USA | Missing options | 4-6 Wks | $819.28 | $557.11 | $1,671.33 |
| GLOCUST | 2 | 16"d x 36"w x 42.7"h, Table Top Bookcases, For Top of 41"h Units (Includes 2 Adjustable Shelves), ZIRA | Zira Top Finishes\1-Absolute Acajou\Zira Storage Base Finishes\2-Absolute Acajou\F-1" Top, Standard Edge | 4-6 Wks | $484.52 | $329.47 | $658.94 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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***770 South 70th Street Milwaukee, WI 53214***
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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d, 2 Stage Column, Use w/ Straight HA Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate ), ZIRA | Missing options | 4-6 Wks | $1,139.16 | $774.63 | $774.63 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 64




***Continued on next page...***



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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 42"w x 29"h, Round Top, Drum Base, Self Edge, BOARDROOM TABLES | (STD) Thermally Fused Laminate, High Performance (1" Thick )\Boardroom Table Top Finishes\1-Absolute Acajou\Boardroom Table Base Finishes\2-Absolute Acajou\Grommet/Electrical Not Required - Center Position\Grommet/Electrical Not Required - Custom Grommet L | 4-6 Wks | $554.28 | $376.91 | $376.91 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | **Mark this item for CHIEFS RECEPTION**<br>GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |
| GLOCUST | 1 | 19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | Missing options | 4-6 Wks | $589.56 | $400.90 | $400.90 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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| **Order Total** | **$199,383.80** |

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d x 60"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $523.72 | $356.13 | $356.13 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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NATIONAL BUSINESS FURNITURE

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***phone (800) 558-1010 x fax: (800) 329-9349***


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320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 30"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA | Missing options | 4-6 Wks | $1,413.56 | $961.22 | $961.22 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 68




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


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PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 35.5"d x 96"w x 42.3"h, Reception Desk, Straight Front w/2 Grommets, Accomodates All Shell Depths, Freestanding, ZIRA | F-1" Top, Standard Edge\Zira Reception Transaction Top Finish Only (1" Thick)\M-Absolute Acajou\ (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Reception Base Finishes (Sides/Storage Below )\2-Absolute | 4-6 Wks | $2,228.12 | $1,515.12 | $1,515.12 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
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| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 69




***Continued on next page...***



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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d, 2 Stage Column, Use w/ Straight HA Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate ), ZIRA | Missing options | 4-6 Wks | $1,139.16 | $774.63 | $774.63 |
| GLOCUST | 1 | CAMINO, 22"d x 48"w x 17.5"h, Coffee Table, Wood Top, Reverse Beveled Edge, Wood Apron, Std Wood Legs, GLOBAL SEATING USA | Camino Wood Table Top Finish Options\1-Absolute Acajou [AAM]\2-Absolute, Wood Leg Finish [AAM] | 4-6 Wks | $1,514.68 | $1,029.98 | $1,029.98 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 5 | CHAP, 31.5"h x 23.5"w x 24.5"d, Armchair, Upholstered Back & Seat, Wood Frame, Std 4 Legged Wood Frame, Does not Stack, GLOBAL SEATING USA | Missing options | 4-6 Wks | $728.34 | $495.27 | $2,476.35 |
| GLOCUST | 1 | CAMINO, 21"d x 21"w x 17.5"h, Square End Table, Wood Top, Reverse Beveled Edge, Wood Apron, Std Wood Legs, GLOBAL SEATING USA | Camino Wood Table Top Finish Options\1-Absolute Acajou [AAM]\2 -Absolute, Wood Leg Finish [AAM] | 4-6 Wks | $1,058.40 | $719.71 | $719.71 |
| GLOCUST | 1 | 23.4"d x 16"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA | Missing options | 4-6 Wks | $504.12 | $342.80 | $342.80 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 5 | 19.25"d x 36"w x 66.39"h, 4 Fixed Drawers,1 Rec dr/rlout, CW Std, 1900P SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $1,007.44 | $685.06 | $3,425.30 |
| GLOCUST | 1 | **Mark this item for CONFERENCE RM** 20"d x 72"w x 29.5"h, Storage Cabinet Credenza, 2 Storage Cabinets Side By Side, Locks, ZIRA | Missing options | 4-6 Wks | $1,335.16 | $907.91 | $907.91 |
| GLOCUST | 1 | 48"d x 96"w x 30"h, Rectangular Boardroom Table, Top is 1 Piece, Includes 2 Bases w/ Wire Access Doors and Wire Concealment Between Bases, ZIRA | Missing options | 4-6 Wks | $2,484.50 | $1,689.46 | $1,689.46 |

| | |
|---|---|
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| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 72




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 8 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $4,026.16 |
| GLOCUST | 1 | Telecom Plates-Grey blank plate, TABLE POWER | M-Split Cables Off Factory Order - Required (Order Entry) | 4-6 Wks | $6.28 | $4.27 | $4.27 |
| GLOCUST | 1 | Oasis Mini, Corded, Silver Pearl, 15" Trough w/6 Receptacles, 1 Telecom Plate Cutout, 2 USB, TABLE POWER | M-Split Cables Off Factory Order - Required (Order Entry) | 4-6 Wks | $1,311.64 | $891.92 | $891.92 |

| | |
|---|---|
| Merchandise | $214,782.64 |
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| Additional Services | 22,500.00 |
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| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 73




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | **Mark this item for DETECTIVE PRIVATE OFFICE**<br>GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |
| GLOCUST | 1 | 29.69"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA | Missing options | 4-6 Wks | $1,159.54 | $788.49 | $788.49 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 23"d x 46"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate ), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Height Adjustable Laminate Top Finishes\1 -Absolute Acajou\Grommet Not Required - Left Position\Grommet Not Required - Center Position\Grommet Not Required - Right Position\Grommet Not Required - | 4-6 Wks | $260.28 | $176.99 | $176.99 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 75




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | 46"w Height Adjustable Base | 4-6 Wks | $805.16 | $547.51 | $547.51 |
| GLOCUST | 1 | 19.25"d x 36"w x 51.89"h, 4 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $850.64 | $578.44 | $578.44 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | **Mark this item for INVESTIGATION RECEPTION**<br>GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 77




*Continued on next page...*



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# Quote # QL282419 (v4)


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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 35.5"d x 96"w x 42.3"h, Reception Desk, Straight Front w/2 Grommets, Accomodates All Shell Depths, Freestanding, ZIRA | F-1" Top, Standard Edge\Zira Reception Transaction Top Finish Only (1" Thick)\M-Absolute Acajou\ (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Reception Base Finishes (Sides/Storage Below )\2-Absolute | 4-6 Wks | $2,228.12 | $1,515.12 | $1,515.12 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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***770 South 70th Street  Milwaukee, WI 53214***
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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 29.7"d x 75.7"w x 36.5"h, Reception, Transactional Right Return, Straight Front, Center Grommet, NOT Freestanding, ZIRA | F-1" Top, Standard Edge\Zira Reception Transaction Top Finish Only (1" Thick)\M-Absolute Acajou\ (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Reception Base Finishes (Sides/Storage Below )\2-Absolute | 4-6 Wks | $990.98 | $673.87 | $673.87 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 79




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NATIONAL BUSINESS FURNITURE

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770 South 70th Street Milwaukee, WI 53214
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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 19.25"d x 36"w x 51.89"h, 4 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $850.64 | $578.44 | $578.44 |
| GLOCUST | 1 | 23.4"d x 16"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA | Missing options | 4-6 Wks | $504.12 | $342.80 | $342.80 |
| GLOCUST | 1 | 23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA | Missing options | 4-6 Wks | $580.94 | $395.04 | $395.04 |
| GLOCUST | 1 | **Mark this item for PATROL SARGENT OFFICE**<br>19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | Missing options | 4-6 Wks | $589.56 | $400.90 | $400.90 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 80




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


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PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $503.27 |
| GLOCUST | 1 | 29.69"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA | Missing options | 4-6 Wks | $1,159.54 | $788.49 | $788.49 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 81




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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***770 South 70th Street Milwaukee, WI 53214***
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CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 23"d x 46"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate ), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Height Adjustable Laminate Top Finishes\1 -Absolute Acajou\Grommet Not Required - Left Position\Grommet Not Required - Center Position\Grommet Not Required - Right Position\Grommet Not Required - | 4-6 Wks | $260.28 | $176.99 | $176.99 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS | 46"w Height Adjustable Base | 4-6 Wks | $805.16 | $547.51 | $547.51 |
| GLOCUST | 4 | 24"d x 24"d x 51.89"h, 4 High, Storage Tower, BBF, Left, 1900P SERIES, UNIVERSAL FILING | Missing options | 4-6 Wks | $1,291.24 | $878.04 | $3,512.16 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 13"d x 30"w x 53.5"h, 4 Shelves, 3 Adjustable, METAL BOOKCASES, UNIVERSAL FILING | Missing options | 4-6 Wks | $314.38 | $213.78 | $213.78 |
| EVOCUST | 4 | **Mark this item for DETECTIVES WORKSTATIONS**<br>24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $36.84 | $25.05 | $100.20 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 84




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 12"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $30.58 | $20.79 | $41.58 |
| EVOCUST | 2 | 12"h, End of Run, Slotted, Bridge Module Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $30.58 | $20.79 | $41.58 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 85




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $54.37 |
| EVOCUST | 5 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $271.85 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 8 | 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $79.96 | $54.37 | $434.96 |
| EVOCUST | 1 | 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $234.42 | $159.41 | $159.41 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




***Continued on next page...***



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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, 3 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $65.08 | $44.25 | $44.25 |
| EVOCUST | 1 | 24"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $84.68 | $57.58 | $57.58 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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***Continued on next page...***



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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h, 3 Way Post, Slotted, Bridge Module Extension Connector, Includes Post, Hardware & Aluminum Trim | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $65.08 | $44.25 | $44.25 |
| EVOCUST | 2 | 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $234.42 | $159.41 | $318.82 |

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|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $180.32 | $122.62 | $122.62 |
| EVOCUST | 2 | 66"h, 4 Way Post, Includes Post, Hardware & Top Cap | Standard Paint Colors\Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)\Silver w/ Silver Inlines | 3-5 Wks | $272.04 | $184.99 | $369.98 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 11 | 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $59.58 | $40.51 | $445.61 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 91




***Continued on next page...***



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Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 4 | 24"h x 30"w, Fabric Extension Module, Top Trims are not Included with Extension Modules | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $148.96 | $101.29 | $405.16 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 66"h x 48"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $478.24 | $325.20 | $975.60 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 66"h x 42"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $440.60 | $299.61 | $898.83 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 16 | 66"h x 30"w, Fabric Monolithic w/ Top 12"H Tempered Glass Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn\GT\Clear | 3-5 Wks | $480.60 | $326.81 | $5,228.96 |

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|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 95




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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

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SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 24"h x 42"w, Fabric Extension Module, Top Trims are not Included with Extension Modules | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $188.94 | $128.48 | $128.48 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21




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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h x 42"w, Fabric Extension Module, Top Trims are not Included with Extension Modules | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $188.94 | $128.48 | $256.96 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 97




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**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 4 | 66"h x 30"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $337.90 | $229.77 | $919.08 |
| EVOCUST | 6 | 24"d x 24"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | Thermally Fused Laminates (1" Thickness)\Absolute Acajou\Absolute Acajou | 3-5 Wks | $87.80 | $59.70 | $358.20 |

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|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 98




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NATIONAL BUSINESS FURNITURE

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Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"h, Inline, Slotted, Extension Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $33.72 | $22.93 | $45.86 |
| EVOCUST | 2 | 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | Standard Paint Options\Inline Connectors (Use w/ Matching Horizontal Reveal)\Silver Inline (Use w/ Matching Horizontal Reveal) | 3-5 Wks | $59.58 | $40.51 | $81.02 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
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| **Order Total** | **$199,383.80** |

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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 66"h x 24"w, Monolithic Fabric Acoustic Panel | (STD) Panel Top Cap\Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $299.48 | $203.65 | $610.95 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
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***Continued on next page...***



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Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 1 | 12"h x 42"w, Fabric Bridge Module, Requires Bridge Extension Connectors, Aluminum Trim for Bottom and Top to be Ordered Separately | Standard Paint Options\Panels w/ Matching Horizontal Reveal\Silver w/ Silver Horizontal Reveal\Panel Grade 1\Outside Position 1\Merge\Fawn\Grade 1 Fabrics\Inside Position 1\Merge\Fawn | 3-5 Wks | $151.32 | $102.90 | $102.90 |
| EVOCUST | 6 | 24"d x 60"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | Missing options | 3-5 Wks | $214.04 | $145.55 | $873.30 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 6 | 23"d x 15"w x 27.75"h, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series | Standard Paint Colors\Silver | 3-5 Wks | $395.14 | $268.70 | $1,612.20 |
| EVOCUST | 3 | B, Dedicated Circuit, Duplex Receptacle, Black | | 3-5 Wks | $20.38 | $13.86 | $41.58 |
| EVOCUST | 3 | A, Dedicated Circuit, Duplex Receptacle, Black | | 3-5 Wks | $20.38 | $13.86 | $41.58 |
| EVOCUST | 3 | #2 Utility Circuit, Duplex Receptacle, Black | | 3-5 Wks | $20.38 | $13.86 | $41.58 |
| EVOCUST | 1 | 82"H, Post Extension - Data/Comm Lay-in | Standard Paint Colors\Silver | 3-5 Wks | $130.14 | $88.50 | $88.50 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 102




***Continued on next page...***



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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 2 | 24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord | | 3-5 Wks | $163.08 | $110.89 | $221.78 |
| EVOCUST | 6 | Flat bracket (Available in Black Only) | | 3-5 Wks | $11.76 | $8.00 | $48.00 |
| EVOCUST | 3 | #1 Utility Circuit, Duplex Receptacle, Black | | 3-5 Wks | $20.38 | $13.86 | $41.58 |
| EVOCUST | 2 | 20" - Jumper Cable, Panel-Post-Panel | | 3-5 Wks | $93.30 | $63.44 | $126.88 |
| EVOCUST | 3 | 16" - Jumper Cable, Panel to Panel | | 3-5 Wks | $79.96 | $54.37 | $163.11 |
| EVOCUST | 2 | Floor Mount Plate, Secures Panel to Floor, Screws NIC, Chrome Only | | 3-5 Wks | $53.32 | $36.26 | $72.52 |

| | |
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| Total Discount | 67,629.90 |
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| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 48", Power Distribution Housing | | 3-5 Wks | $151.32 | $102.90 | $308.70 |
| EVOCUST | 3 | 24", Power Distribution Housing | | 3-5 Wks | $96.44 | $65.58 | $196.74 |
| EVOCUST | 1 | 180" Long, Ceiling Power Entry | | 3-5 Wks | $332.42 | $226.05 | $226.05 |
| EVOCUST | 3 | 18", Left, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $65.08 | $44.25 | $132.75 |
| EVOCUST | 5 | 90"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware | Standard Paint Colors\Silver | 3-5 Wks | $60.36 | $41.04 | $205.20 |
| EVOCUST | 2 | 78"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware | Standard Paint Colors\Silver | 3-5 Wks | $58.80 | $39.98 | $79.96 |
| EVOCUST | 1 | 81"h x 42"w, Sliding Door, Left | Standard Paint Colors\Silver | 3-5 Wks | $2,169.32 | $1,475.14 | $1,475.14 |

| | |
|---|---|
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| Additional Services | 22,500.00 |
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**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 104




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| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 90"h, Vertical Flat Aluminum Trim Only | Standard Paint Colors\Silver | 3-5 Wks | $18.04 | $12.27 | $36.81 |
| EVOCUST | 1 | 42"w, Aluminum Top Cap Trim - Field Installed | Standard Paint Colors\Silver | 3-5 Wks | $20.38 | $13.86 | $13.86 |
| EVOCUST | 1 | 42"w, Single Notched Aluminum Top Cap Trim - Field Installed | Standard Paint Colors\Silver | 3-5 Wks | $19.60 | $13.33 | $13.33 |
| EVOCUST | 6 | Pedestal Bracket | Standard Paint Colors\Silver | 3-5 Wks | $20.38 | $13.86 | $83.16 |
| EVOCUST | 3 | 18", Right, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $65.08 | $44.25 | $132.75 |
| EVOCUST | 3 | 18", Right, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $65.08 | $44.25 | $132.75 |
| EVOCUST | 3 | 18", Left, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $65.08 | $44.25 | $132.75 |
| EVOCUST | 3 | Corner Brackets Left and Right (Pair) | Standard Paint Colors\Silver | 3-5 Wks | $18.04 | $12.27 | $36.81 |
| EVOCUST | 3 | 24", Right, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $73.70 | $50.12 | $150.36 |

| | |
|---|---|
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| EVOCUST | 3 | 24", Left, Single Cantilever | Standard Paint Colors\Silver | 3-5 Wks | $73.70 | $50.12 | $150.36 |
| GLOCUST | 1 | 24"d x 36"w x 29.5"h, Connectable Tables, Left w/Full End Panel on Left, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $395.14 | $268.70 | $268.70 |

| | |
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**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 106




***Continued on next page...***



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| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 9 | GRANADA DELUXE, High Back, Multi -Tilter, Std Adj. Height & Width T-arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA | Missing options | 4-6 Wks | $740.10 | $503.27 | $4,529.43 |

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\Zira Storage Base Finishes\2-Absolute Acajou\Handle Option\(STD) Side Pull\M-Silver Lock\C-Key Random (STD) | 4-6 Wks | $589.56 | $400.90 | $801.80 |

| | |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d x 36"w x 29.5"h, Connectable Tables, Right w/Full End Panel on Right, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $395.14 | $268.70 | $268.70 |

| | |
|---|---|
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| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 24"d x 72"w x 29.5"h, Storage Cabinet Credenza, 2 Storage Cabinets Side by Side, Locking, ZIRA | Missing options | 4-6 Wks | $1,402.58 | $953.75 | $953.75 |

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***Continued on next page...***



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| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 24"d x 60"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $523.72 | $356.13 | $712.26 |

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| GLOCUST | 1 | 24"d x 60"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA | (STD) Thermally Fused Laminate, High Performance (1" Thick)\Zira Top Finishes\1-Absolute Acajou\F-1" Top, Standard Edge\Zira Chassis Finishes\2-Absolute Acajou\M-Full Modesty Panel (1" A.F.F )\Grommet/Electrical Not Required - Left Position\Grommet Cover ( | 4-6 Wks | $523.72 | $356.13 | $356.13 |

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 18"d x 30"w x 65.25"h, 2 Door, 1 Fixed, 3 Adj Shelves, 9300P SERIES, UNIVERSAL FILING | Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)\Global Standard Colors\2 -Silver [SIL]\C-Key Random (STD) | 4-6 Wks | $424.14 | $288.42 | $576.84 |
| GLOCUST | 4 | 24"d x 24"d x 51.89"h, 4 High, Storage Tower, BBF, Right, 1900P SERIES, UNIVERSAL FILING | Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)\Global Standard Colors\2 -Silver [SIL]\C-Key Random (STD) | 4-6 Wks | $1,291.24 | $878.04 | $3,512.16 |

| | |
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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 4 | 24"d x 24"d x 51.89"h, 4 High, Storage Tower, BBF, Left, 1900P SERIES, UNIVERSAL FILING | Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)\Global Standard Colors\2 -Silver [SIL]\C-Key Random (STD) | 4-6 Wks | $1,291.24 | $878.04 | $3,512.16 |
| GLOCUST | 1 | 18"d x 30"w x 40.5"h, 3 Fixed Front Drawers, 9300P SERIES, UNIVERSAL FILING | Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)\Global Standard Colors\2 -Silver [SIL]\C-Key Random (STD)\M -30"w - 3H Counterweight | 4-6 Wks | $770.68 | $524.06 | $524.06 |

| | |
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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 2 | 16"d x 36"w x 20"h, Overhead Storage, Closed Front with Doors, ZIRA | Missing options | 4-6 Wks | $463.34 | $315.07 | $630.14 |
| GLOCUST | 2 | 16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA | Missing options | 4-6 Wks | $399.84 | $271.89 | $543.78 |

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 115




***Continued on next page...***



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# Quote # QL282419 (v4)

**National Business Furniture, LLC**
770 South 70th Street Milwaukee, WI 53214
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MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | 18"d x 30"w x 65.25"h, 4 Fixed, 1 Rec dr/rlout Shelf, 9300P SERIES, UNIVERSAL FILING | Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)\Global Standard Colors\2 -Silver [SIL]\C-Key Random (STD)\M -30"w - 5H Counterweight\(STD ) Receding Drawer, Position 1 (Top )\Posting Shelf Not Required | 4-6 Wks | $1,122.68 | $763.42 | $763.42 |

## Important Information:

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

YOUR ORDER IS MADE-TO-ORDER AND NON-RETURNABLE.

Customer: Your local sales associate is Alec Linarte

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 30 days from 11/2/2021, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self -assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

| | |
|---|---|
| Merchandise | $214,782.64 |
| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 Page 116



*Continued on next page...*

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NATIONAL BUSINESS FURNITURE

# Quote # QL282419 (v4)


***National Business Furniture, LLC***

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(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

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|---|---|---|---|---|---|---|---|

| | |
|---|---|
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| Total Discount | 67,629.90 |
| Merchandise Subtotal | 147,152.74 |
| Shipping & Handling | 15,751.56 |
| Additional Services | 22,500.00 |
| **Subtotal** | **185,404.30** |
| Total Tax | 13,979.50 |
| **Order Total** | **$199,383.80** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/02/21 | Page 117




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# ATTACHMENT 2
National Business Furniture Quote for
Human Resources

NATIONAL BUSINESS FURNITURE

# Quote # QL287117 (v1)


***National Business Furniture, LLC***

***770 South 70th Street  Milwaukee, WI 53214***
***phone (800) 558-1010 x fax: (800) 329-9349***


**Ship-To Address** *pyniguez@montereypark.ca.gov*

PAUL YNIGUEZ
SGT
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754
(626) 307-1253

Source: OS0003
Cat: 86-C
Cust#: AT4462

**Bill-To Address** *pyniguez@montereypark.ca.gov*

SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|
| GLOCUST | 1 | MP HR FURNITURE | SYSTEM FURNITURE AND PRIVATE OFFICES | 4-6 Wks | $53,450.00 | $48,639.50 | $48,639.50 |

## Important Information:

YOUR ORDER IS MADE-TO-ORDER AND NON-RETURNABLE.

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

Customer: Your local sales associate is Alec Linarte

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 30 days from 11/17/2021, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self -assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:
https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers

| | |
|---|---|
| Merchandise | $53,450.00 |
| Total Discount | 4,810.50 |
| Merchandise Subtotal | 48,639.50 |
| Shipping & Handling | 4,863.95 |
| Additional Services | 1,872.00 |
| **Subtotal** | **55,375.45** |
| Total Tax | 4,620.75 |
| **Order Total** | **$59,996.20** |

**Customer PO#:** | **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/17/21 | Page 1




*Continued on next page...*



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NATIONAL BUSINESS FURNITURE

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***National Business Furniture, LLC***

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SAME

| Item # | Qty | Description | Options | Lead Time | Catalog Price | Discount Price | Total Merch |
|---|---|---|---|---|---|---|---|

| | |
|---|---|
| Merchandise | $53,450.00 |
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| Merchandise Subtotal | 48,639.50 |
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**Customer PO#:** **Quoted By:** ALEC LINARTE **Ext:** **On:** 11/17/21 Page 2




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# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3F

**TO:** The Honorable Mayor and City Council

**FROM:** Kelly Gordon, Chief of Police

**SUBJECT:** City Facilities Security System

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorize the City Manager to execute an agreement with Verkada Inc., in a form approved by the City Attorney, to purchase a security surveillance camera system through Relevant-IT, a certified partner and Verkada assigned distributor for $775,374.66;
2. Adopting a resolution to authorize solicitation of bids to install two hundred and forty-eight (248) new Verkada cameras, associated network, and electrical services at the various designated sites (estimated at $874,204.00);
3. Authorizing a budget augmentation in the amount of $1,700,000 from the Enterprise, Shop, and American Rescue Plan Act (APRA) funds; and
4. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The City of Monterey Park's current security surveillance system is an antiquated patchwork of cameras from various vendors that does not meet the security needs of the City. Many City facilities including the parks do not have any security camera coverage.

## BACKGROUND:

The City of Monterey Park utilizes various security surveillance systems, which are in a dire need of an upgrade. Much of the security surveillance system for City Hall was installed when the facility was constructed in 1980. The system is outdated and obsolete. The video output of the current system is grainy and lacks critical detail that is necessary to adequately add in providing data for investigations.

In June of 2021 a facilities security committee was created to review the security needs of the City. The committee was comprised of the Police Department, Fire Department, Public Works, Management Services, and the Recreation and Community Services Department. The role of the committee was to identify the greatest security concerns for the City and offer recommendations. The committee determined the greatest security

deficiency afflicting the City was the lack of a centralized modern cohesive security surveillance system. The facilities security committee identified the specific technological needs of the new security surveillance system for the City of Monterey Park: artificial intelligence search, ALPR- automatic license plate readers, cloud storage for 365 days, and remote access capabilities.

The committee invited three vendors from the security surveillance industry to present on their technology and products: Verkada Inc., Diversified Alarms and Security, and ESH Security.

Verkada was selected because it has the necessary experience, is recognized as a leader in the security surveillance industry, and the only company with the technological advancement in cloud-based access and storage. Verkada's cloud-based access control integrates seamlessly with video security to provide users with real-time footage of access events. Verkada's line of hybrid cloud cameras leverage powerful on-board processing to deliver advanced AI analytic insight across the data that is recorded. All cameras include built-in video retention, including options up to 365 days of continuous recordings while creating an automatic cloud backup storage on Amazon's AWS servers. These servers provide encryption of all footage and other sensitive data using AES 256, one of the most cryptographically secure encryption algorithms. Verkada devices are compliant against some of the strictest data handling and security standards.

Verkada cameras are certified with NDAA & TAA: The 2019 National Defense Authorization Act's Section 889 prohibits US Government bodies from purchasing video communication equipment from specific Chinese manufacturers. The Trade Agreement Act of 1979 requires products available to these bodies on the GSA Schedules to be manufactured in certain designated countries. The Verkada CB, CD and CM series cameras are made with US-based Ambarella chips and comply with both NDAA & TAA.

Verkada was approached by the facilities security committee regarding the project and Verkada assigned a certified Verkada partner and Relevant-IT to provide the consultation, planning, and site plan/walk through of all City facilities to determine the size and scope of the project. A series of collaborative meetings were conducted with facilities security committee members, various City departments, and Ted Alban, Principal at Relevant-IT. Thirty-two (32) sites and 248 cameras were identified to fulfill the needs of the City and a site plan was created for the project.

Verkada is a participant of PEPPM, a cooperative purchasing program for government agencies. The City of Monterey Park will purchase directly through a designated Verkada distributor, Relevant-IT by utilizing PEPPM. The final pricing for the Verkada security system is $775,374.60. (Attachment 2). The final proposed rates include 248 cameras with 365 days onboard recording, 10-year warranty, 10-year licensing software, and cloud storage.

A solicitation for bids to install two hundred and forty eight (248) new Verkada cameras, associated network, and electrical services at the various sites designated in the site plan will be issued for bids. Verkada and Relevant-IT project the cost of the installation and associated labor/materials is estimated to be approximately $874,204.00. (Attachment 3),

The implementation of this project requires a project manager and will be coordinated by Verkada Inc., Senior Territory Manager, Reisa Elden and Relevant-IT, Principal Ted Album. Verkada is including SIP: Solutions Implementation Package as part of the purchase package for the surveillance camera system. This will create a smooth deployment phase by providing the authorized contractor for installation the support in the coordination with Verkada and Relevant-IT. The SIP includes the following:

- Free shipping for the order of cameras
- Providing all cameras in Verkada Command
- Camera naming and mappings to sites
- User/Groups provisioning
- Remote web-based training for end users
- Support throughout implementation from dedicated Solutions Engineer
- Floor Plan mapping
- Calibration of Verkada cameras on floor plan for motion plotting and heat mapping

Training will be provided for designated City personnel by Verkada. Cost of the training is provided in the purchase price and will be conducted during business hours.

**FISCAL IMPACT:**

Staff is requesting an appropriation of $1,312,127 from American Relief Plan Act funds, $238,210 from water funds, $64,141 from shop funds, $42,761 from sewer funds, and $42,761 from refuse funds for a total of $1,700,000 to Project No. 53001.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENTS:**

1. Verkada Camera Project Resolution
2. Verkada Public Safety Initiative Proposal
3. Cost Estimate Per Site

# ATTACHMENT 1
## Verkada Camera Project Resolution

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE VERKADA SECURITY CAMERA PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT**

**THE CITY COUNCIL RESOLVES AS FOLLOWS:**

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

A. City staff has prepared bid specifications for the Verkada Security Camera Project ("Project").

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed.

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

**SECTION 2.** *Environmental Assessment.* 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. There are adequate utilities and public services to serve the project.

**SECTION 3**. *Design Immunity; Authorization*.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to

avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

**SECTION 4**. *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating funds from the appropriate fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

**SECTION 5.** 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.** The City Clerk is directed to certify the adoption of this Resolution.

**SECTION 7.** This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 1st of December 2021.

_____
Yvonne Yiu, Mayor
City of Monterey Park

ATTEST:

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

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

# ATTACHMENT 2
## Verkada Public Safety Initiative Proposal

Relevant
Information Technology Enabled

# Verkada Public Safety Initiative

A PROPOSAL TO: City of Monterey Park

October 26, 2021



**Quotation for Verkada Products**

October 26, 2021

Lieutenant Bob Hung
Monterey Park Police Department
320 W.  Newmark Ave.
Monterey Park, CA 91754

Dear Lt.  Hung:

As a certified Verkada Partner, Relevant-IT is pleased to provide the following quotation for Verkada Cameras and related technology components in support of the city's expressed interest in expanding its video surveillance coverage to thirty-two (32) sites.

This quotation is for materials only and is limited to the Verkada brand products that will serve as the core for the engineered solution that will also include network infrastructure, wired and wireless communications, and site-specific modifications at the requisite locations.

Pricing in this quotation reflects special consideration and discounts as instructed by Verkada as well as additional incentives offered by Relevant as a payment terms performance offer.

It has been a sincere pleasure assisting the city in this important initiative and I remain available to answer any questions or address any concerns.

Sincerely,

Ted Alben
Principal, Relevant IT

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Camera Design Requirements 4

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Proposed Cameras by Location 5

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Terms And Conditions 8

Pricing 9

ACCEPTANCE 9

**Standardized Technology**

To enhance value, ease total management experience including lifecycle and support, Verkada recommends standardizing on two camera models. All cameras will feature 365 days of internal, on-board recording, a ten-year license, and ten-year warranty.

For interior camera requirements, proposed is the Verkada CD41 – a 5-megapixel, high resolution, general purpose indoor dome with intelligent edge-based video analytics. Defined cameras in the jail and police interview areas will include enabled digital audio recording capabilities.

For exterior camera requirements, proposed is the Verkada CB51E - a 5-megapixel, high-resolution, general-purpose bullet camera with a 3x optical zoom and intelligent edge-based video analytics.

Because of the form factor, there are also locations that will use the CD41-E (exterior model) where the dome is better suited than the bullet camera, such as the side of buildings.

There will also be a License Plate Recognition data collection camera at the main vehicle entrance to the Police Station / City Hall. This camera is a CB51-TE that features a telephoto zoom lens.

Specialized Verkada multi-feed viewing stations will also be provided for selected locations including the Police Department, Jail, and City Hall. The VX52 is a dedicated device that streams up to 300 camera feeds (30 cameras per page, up to 10 pages) to allow authenticated users and admins to view and manage select video feeds.

**Camera Design Requirements**

| Existing / Current Cameras by Location | Int. Cameras | Ext. Cameras |
|---|---|---|
| Barnes Park | | |
| Bella Vista Park | | |
| Cascades Park | | |
| Edison Trails Park | | |
| El Encanto | | |
| Emergency Operation Center Overflow Parking (329) | | |
| Emergency Operations Center (325) | | |
| Fire Station 61 (Barnes Park) | | Yard & Structures (4) |
| Fire Station 62 (Garfield) | | |
| Fire Station 63 (Vagabond) | | |
| Delta | | 7 functioning ext. |

| Existing / Current Cameras by Location | Int. Cameras | Ext. Cameras |
|---|---|---|
| Garvey Ranch | | |
| George Elder Park | | |
| Highlands Park | | |
| Jail and PD / City Hall Existing | 52 Interior | 9 Exterior |
| La Loma Park | | |
| Langley Senior Center | 6 interior | 2 exterior |
| Monterey Park City Yard | | 24 |
| Mosaic Gardens | | |
| Police Department / City Hall | | |
| Sequoia Park | | |
| Sierra Vista Park | | |
| Sunny Slopes Park | | |
| Existing Int. Cameras | 58 | 46 |
| Existing Ext. Cameras | | |
| EXISTING NON-FUNCTIONING Cameras | | 1 |
| Total Cameras: | 105 | |

| **Proposed Cameras by Location** | Exterior Cameras | Interior Cameras |
|---|---|---|
| Barnes Park | 11 | 2 |
| Bella Vista Park | 2 | |
| Bradshaw Reservoir | 1 | |
| Cascades Park | 4 | |
| Charlotte Ave | 1 | |
| City Parking Across from City Hall | 1 | |
| Delta Plant Water Treatment | 8 | |
| Edison Trails Park | 2 | |
| El Encanto | 5 | |
| Emergency Operation Center Overflow Parking (329) | 3 | |
| Emergency Operations Center (325) | 3 | |
| Fire Station 61 (Barnes Park) | 2 | |
| Fire Station 62 (Garfield) | 5 | |
| Fire Station 63 (Vagabond) | 4 | |
| Garvey Ranch Park | 9 | |
| George Elder Park | 12 | |
| Highland | 1 | |
| Highlands Park | 3 | |

| Proposed Cameras by Location | Exterior Cameras | Interior Cameras |
|---|---|---|
| Klingerman Ave | 1 | |
| La Loma Park | 5 | |
| La Loma Park Reservoir | 2 | |
| Langley Senior Center | 4 | 3 |
| Monterey Park City Yard | 6 | 6 |
| Mosaic Gardens | 2 | |
| Pinetree Park Water | 1 | |
| Police Department / City Hall | 15 | 3 |
| Police Department / City Hall JAIL | | |
| Sequoia Park | 6 | |
| Sierra Vista Park | 5 | |
| Sombrero Reservoir | 1 | |
| Sunny Slopes Park | 4 | |

| Total Proposed Cameras by Location | Total Camera Count |
|---|---|
| Barnes Park | 13 |
| Bella Vista Park | 2 |
| Bradshaw Reservoir | 1 |
| Cascades Park | 4 |
| Charlotte Ave | 1 |
| Delta Plant Water Treatment | 16 |
| Edison Trails Park | 2 |
| El Encanto | 5 |
| Emergency Operation Center Overflow Parking (329) | 3 |
| Emergency Operations Center (325) | 3 |
| Fire Station 61 (Barnes Park) | 6 |
| Fire Station 62 (Garfield) | 5 |
| Fire Station 63 (Vagabond) | 4 |
| Garvey Ranch Park | 9 |
| George Elder Park | 12 |
| Highland | 1 |
| Highlands Park | 3 |
| Klingerman Ave | 1 |
| La Loma Park | 5 |

| Total Proposed Cameras by Location | Total Camera Count |
|---|---|
| La Loma Park Reservoir | 2 |
| Langley Senior Center | 15 |
| Monterey Park City Yard | 36 |
| Mosaic Gardens | 2 |
| Pinetree Park Water | 1 |
| Police Department / City Hall | 79 |
| Ramona Newark Public Works (Ramona and Newmark) | 1 |
| Sequoia Park | 6 |
| Sierra Vista Park | 5 |
| Sombrero Reservoir | 1 |
| Sunny Slopes Park | 4 |
| TOTAL CAMERAS FOR DESIGN | 248 |

| Verkada Products & Quantities | 248 cameras with accessories and 4 viewing stations. All with 365 days of on-board recording and 10-year software licenses. |
|---|---|
| ACC-MNT-2 | 17 |
| ACC-MNT-8 | 17 |
| ACC-MNT-9 | 125 |
| Verkada Outdoor Bullet CB51-365E | 154 |
| Verkada Outdoor Bullet, Telephoto CB51-365TE | 1 |
| Verkada Indoor Dome CD41-365 | 76 |
| Verkada Outdoor Dome CD41-365E | 17 |
| VX52 Viewing Station with 10-year software license | 3 |
| LIC 10Y | 248 |

**Verkada Extras: Solutions Implementation Package**

Verkada has authorized to include the SIP as part of your purchase. This will be beneficial to the city (free shipping) and assures a smooth deployment phase by providing your contractor with the following support:

- Free shipping for the order of cameras
- Provisioning of all cameras into Verkada Command
- Camera naming and mappings to sites
- User/Groups provisioning
- Remote web-based training for end users

- White glove support throughout implementation from dedicated Solutions Engineer
- Floor Plan mapping
- Calibration of Verkada cameras on floor plan for motion plotting and heat mapping

**Terms And Conditions**

1. This quotation is for Verkada materials only and does not include any professional services or support.
2. A formal purchasing agreement will be established between the City and Relevant-IT.
3. All support and warranty elements are covered by the purchase agreement with Verkada, the manufacturer.
4. All materials will be ordered through Relevant IT, the Verkada Partner, but shipped directly to Monterey Park from the manufacturer.
5. A single payment will be made by Check or Electronic Transfer to Relevant IT Inc.
6. Because of the pricing incentives extended by Verkada, payment is due 15 days on receipt of the materials.
7. Relevant IT is extending an additional 1.5% discount off the sales price in exchange for payment on order (valued at $19,224.17)
8. Verkada or designee will provide proof of delivery for materials.
9. The City of Monterey Park agrees to provide proof of receipt and full responsibility for the materials after they have been verified as delivered.
10. The City of Monterey Park is responsible for all sales taxes on this order. Proof of Tax-Exempt Status to be provided.

**Pricing**

Special pricing is provided at 38.25% off MSRP**.** An additional 1.5% off MSRP is offered by Relevant if this order is paid in full upon notification of shipping from the manufacturer.

| Item | Qty | List Price | Unit Cost | Extended |
|---|---|---|---|---|
| ACC-MNT-2 | 17 | $89.00 | $55.18 | $ 938.06 |
| ACC-MNT-8 | 17 | $69.00 | $42.78 | $ 727.26 |
| ACC-MNT-9 | 125 | $209.00 | $129.58 | $16,197.50 |
| Verkada Outdoor Bullet CB51-365E | 154 | $3,599.00 | $2,231.38 | $343,632.52 |
| Verkada Outdoor Bullet, Telephoto CB51-365TE | 1 | $3,699.00 | $2,293.38 | $2,293.38 |
| Verkada Indoor Dome CD41-365 | 76 | $2,999.00 | $1,859.38 | $141,312.88 |
| Verkada Outdoor Dome CD41-365E | 17 | $3,199.00 | $1,983.38 | $33,717.46 |
| VX52 Viewing Station with 10-year software license | 4 | $3,999.00 | $2,479.38 | $9,917.52 |
| LIC 10Y | 248 | $1,599.00 | $991.38 | $245,862.24 |
| | | | **Subtotal Verkada Materials** | $794,598.82 |
| | | | | |
| Insured Shipping | 1 | $3,266.88 | $3,266.88 | $3,266.88 |
| Solutions Implementation Package | 1 | $20,000 | $20,000 | $20,000 |
| Systems Design Consulting for the City | 1 | $35,000 | $35,000 | $35,000 |
| | | | **Subtotal with Freight and Services** | $852,865.70 |
| **DISCOUNTS GIVEN** | | | | |
| Solutions Implementation Package – N/C | 1 | $20,000 | | -$20,000 |
| Insured Shipping – N/C | 1 | $3,266.88 | | -$3,266.88 |
| Additional 1.5% discount off MSRP for materials for payment on order confirmation of shipping | 1 | $19,224.17 | | -19,224.17 |
| Systems Design Consulting for the City | 1 | $35,000.00 | | -35,000.00 |
| Proof of Tax-Exempt Status to be provided | | | | |
| | | | **Manufacturer's List Price** | **$ 1,281,611.00** |
| | | | **Total with Special Pricing** | **$775,374.66** |

**ACCEPTANCE**

| Customer Acceptance | |
|---|---|
| **Date:** | |
| **Name:** | |
| **Title** | |

| | |
|---|---|
| **Signature** | |

# ATTACHMENT 3
Cost Estimate Per Site

| Location | Cost Estimate Per Site | Total Cameras Per Site | Connect to site Power | Local Wireless Required | Mount New Interior Cam | Mount New Exterior Cam | Replace Existing Ext. Cam | Survey & Engineering | CAD Drawings | ARPA | Water @30% | Yard | Refuse @20% | Sewer @20% | Shop @20% | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | $ 190.00 | $ 950.00 | $ 760.00 | $ 250.00 | $ 337.50 | | | | | | | |
| Barnes Park | $ 54,056.50 | 13 | YES | YES | 2 | 11 | | 13 | 13 | $ 54,056.50 | | | | | | |
| Bella Vista Park | $ 16,349.00 | 2 | YES | NO | | 2 | | 2 | 2 | $ 16,349.00 | | | | | | |
| Bradshaw Reservoir | $ 10,191.50 | 1 | YES | NO | | 1 | | 1 | 1 | | $ 10,191.50 | | | | | |
| Cascades Park | $ 28,945.00 | 4 | YES | YES | | 4 | | 4 | 4 | $ 28,945.00 | | | | | | |
| Charlotte Ave | $ 9,366.50 | 1 | YES | NO | | 1 | | 1 | 1 | $ 9,366.50 | | | | | | |
| Delta Plant Water Treatment | $ 55,634.00 | 16 | YES | YES | | 8 | 8 | 16 | 16 | | $ 55,634.00 | | | | | |
| Edison Trails Park | $ 14,194.00 | 2 | YES | NO | | 2 | | 2 | 2 | $ 14,194.00 | | | | | | |
| El Encanto | $ 23,295.50 | 5 | YES | YES - to Cascades | | 5 | | 5 | 5 | $ 23,295.50 | | | | | | |
| Emergency Operation Center Overflow Parking (329) | $ 12,697.50 | 3 | YES | NO | | 3 | | 3 | 3 | $ 12,697.50 | | | | | | |
| Emergency Operations Center (325) | $ 12,047.50 | 3 | YES | NO | | 3 | | 3 | 3 | $ 12,047.50 | | | | | | |
| Fire Station 61 (Barnes Park) | $ 17,685.00 | 6 | YES | NO | | 2 | 4 | 6 | 6 | $ 17,685.00 | | | | | | |
| Fire Station 62 (Garfield) | $ 19,242.50 | 5 | YES | NO | | 5 | | 5 | 5 | $ 19,242.50 | | | | | | |
| Fire Station 63 (Vagabond) | $ 15,870.00 | 4 | YES | NO | | 4 | | 4 | 4 | $ 15,870.00 | | | | | | |
| Garvey Ranch Park | $ 36,264.50 | 9 | YES | YES - From City Yard | | 9 | | 9 | 9 | $ 36,264.50 | | | | | | |
| George Elder Park | $ 47,003.00 | 12 | YES | YES | | 12 | | 12 | 12 | $ 47,003.00 | | | | | | |
| Highland | $ 11,441.50 | 1 | YES | NO | | 1 | | 1 | 1 | $ 11,441.50 | | | | | | |
| Highlands Park | $ 17,806.50 | 3 | YES | NO | | 3 | | 3 | 3 | $ 17,806.50 | | | | | | |
| Klingerman Ave | $ 11,441.50 | 1 | YES | NO | | 1 | | 1 | 1 | $ 11,441.50 | | | | | | |
| La Loma Park | $ 33,343.50 | 5 | YES | YES | | 5 | | 5 | 5 | $ 33,343.50 | | | | | | |
| La Loma Park Reservoir | $ 14,958.00 | 2 | YES | NO | | 2 | | 2 | 2 | | $ 14,958.00 | | | | | |
| Langley Senior Center | $ 41,193.50 | 15 | YES | NO | 3 | 4 | 2 | 15 | 15 | $ 41,193.50 | | | | | | |
| Monterey Park City Yard | $ 94,907.00 | 36 | YES | YES | 6 | 6 | 24 | 36 | 36 | | $ 28,472.10 | $ 18,981.40 | $ 18,981.40 | $ 28,472.10 | | |
| Mosaic Gardens | $ 15,451.00 | 2 | YES | YES - from City Hall | | 2 | | 2 | 2 | $ 15,451.00 | | | | | | |
| Pinetree Park Water | $ 10,691.50 | 1 | YES | NO | | 1 | | 1 | 1 | $ 10,691.50 | | | | | | |
| Police Department / City Hall | $ 151,353.50 | 79 | YES | NO | 3 | 15 | 9 | 79 | 79 | $ 151,353.50 | | | | | | |
| Ramona Newark Public Works (Ramona and Newmark) | $ 9,225.50 | 1 | YES | YES - from City Hall | | 1 | | 1 | 1 | | $ 9,225.50 | | | | | |
| Sequoia Park | $ 37,751.00 | 6 | YES | YES | | 6 | | 6 | 6 | $ 37,751.00 | | | | | | |
| Sierra Vista Park | $ 18,402.50 | 5 | YES | NO | | 5 | | 5 | 5 | $ 18,402.50 | | | | | | |
| Sombrero Reservoir | $ 13,241.50 | 1 | YES | NO | | 1 | | 1 | 1 | | $ 13,241.50 | | | | | |
| Sunny Slopes Park | $ 20,154.00 | 4 | YES | NO | | 4 | | 4 | 4 | $ 20,154.00 | | | | | | |
| Units Required | | 248 | | | 14 | 129 | 47 | 248 | 248 | **$ 676,046.50** | **$ 131,722.60** | **$ 18,981.40** | **$ 18,981.40** | **$ 28,472.10** | | 1312127 |
| | $ 57.00 | | | | | | | | CAMERAS | **597,163.54** | **99,423.04** | **22,510.88** | **22,510.88** | **33,766.31** | | 238210 |
| 21 | $ 191.00 | | | | | | | | | $ 1,273,210.04 | $ 231,145.64 | $ 41,492.28 | $ 41,492.28 | $ 62,238.41 | | 64141 |
| 1376268 | | | | | **$ 874,204.00** | Services | $ 3,525.02 | | | $ 1,312,127 | $ 238,211 | $ 42,761 | $ 42,761 | $ 64,141 | | 42761 |
| 238210 | | | | | **$ 775,374.66** | Cameras | $ 3,126.51 | | | | | | | | | 42761 |
| 42761 | | | | | **$ 1,649,578.66** | Total | $ 6,651.53 | | | | | | | | | 1700000 |
| 42761 | | | | | | | | | | | | | | | | |
| 1700000 | | | | | | | | | | | | | | | | |

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3G

**TO:** The Honorable Mayor and City Council

**FROM:** Frank A. Lopez, Public Works Director/City Engineer

**SUBJECT:** Consideration of Award of Contract to AKM Consulting Engineers for the Water Master Plan Update

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with AKM Consulting Engineers, in an amount not to exceed $300,000 for the Water Master Plan Update;
2. Appropriating $20,000 in Water Operations Funds for the project; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The City's Water Master Plan was last updated in April 2012. In February 2021, the Water Division released a request for proposal to update the City's Water Master Plan. Staff is requesting that City award contract to AKM Consulting Engineers.

## BACKGROUND:

The Water Master Plan is a planning guide for maintaining the City's water system. The comprehensive document identifies deficiencies in the water distribution system and provides recommendations for improvements that are necessary to meet the demands of the community. Ideally the plan should be updated between 7 to 10 years: The City's Water Master Plan was last updated in April 2012.

In February 2021, the Water Division released a request for proposal (RFP) for the preparation of the Water Master Plan update. The RFP was published in the Daily Journal on February 9, 2021 and again on February 16, 2021, and posted on the City's website. In addition, the RFP was mailed to local engineering firms in the water operations field. Only one company responded to the February RFP – Dudek.

Staff personally contacted two engineering consulting firms and requested a proposal. These two firms work closely with the Water Division on past and present projects and are familiar with the City's water system. The two firms were Stetson Engineers that is currently assisting the Delta Plant facility with the State Water Resources Board (SWRCB) permits and AKM Consulting Engineers that prepared the 2012 Water Master

Plan Update. AKM submitted a proposal in October 2021 but Stetsons Engineers has not due to staffing limitations. Dudek submitted a letter indicating that they would uphold their February 2021 proposal for the Water Master Plan Update.

In comparison to Dudek's proposal, AKM's focuses on updating the hydraulic model. Dudek proposed 40 labor hours for this task while AKM proposed 320 hours. AKM's total proposal cost is higher (AKM, $263,271; Dudek, $251,540) but both firms proposed the same number of total labor hours, 1,148.

Staff is recommending City Council award the contract to AKM given their satisfactory work with the 2012 Water Master Plan, familiarity with the City's water system and their emphasis on the computer model and hydraulic analysis. This task is critical in assessing current and future demands of the city's water system.

Staff negotiated with the AKM team for additional work to their scope of work. Given the age of the City's pipeline system, staff requested AKM to augment their proposal to include an assessment of the pipe material, age and break history. The break data will be used to conduct a risk assessment on the probability of failure of each pipeline segment. This information can then be used to prioritize mainline pipe replacement capital projects. The additional cost for the augmented scope of work is $36,500 for a total not to exceed cost of $300K.

The City's FY2022 adopted budget includes $280,000 for the Water Master Plan Update. An additional $20K is requested to be appropriated for AKM's proposal cost of $300K.

**FISCAL IMPACT:**

The FY2022 budget includes $280,000 in water operation funds for the Water Master Plan Update (4014225-5501-86007).

An appropriation of $20K is requested for a total of project cost of $300K. The additional funds will also be water operation funds 401.

Respectfully submitted by:

Frank A. Lopez
Director of Public Works/
City Engineer

Prepared by:

Richard Gonzales
Water Utility Manager

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENTS:**

1. AKM Consulting Engineers Proposal

# ATTACHMENT 1
## AKM Consulting Engineers Proposal

*Water Resources*
*Infrastructure*
*Construction Management*

***AKM Consulting Engineers***
**553 Wald**
**Irvine, CA 92618**
***Telephone: 949.753.7333 Facsimile: 949.753.7320***
***www.akmce.com***

November 8, 2021

**City of Monterey Park**
320 W. Newmark Avenue
Monterey Park, CA 91754
Attention: Ms. Amy Ho, Principal Management Analyst

**Subject: Request for Proposal – Water Master Plan Update**

Dear Ms. Ho:

In response to your request for a proposal, AKM Consulting Engineers is pleased to submit our proposal to provide professional engineering services for the Water Master Plan Update for the City of Monterey Park. Contact information is as follows:

| | |
|---|---|
| ***Legal Name of Firm:*** | **AKM CONSULTING ENGINEERS, INC.**<br>553 Wald, Irvine, California 92618 www.akmce.com |
| ***Contact Information:*** | Diann Pay, P.E. Principal Engineer dpay@akmce.com<br>Phone: (949) 753-7333 FAX: (949) 753-7320 |

Our submittal elaborates on AKM's unsurpassed ability and project experience in modeling and master planning, as well as our Team's condition assessment expertise. AKM Consulting Engineers is a multi-disciplinary professional organization that specializes in providing water resources engineering and related services to a client list of over 70 cities and public agencies in the Southern California area. From our office located in Irvine, with a staff specializing in water resources projects, AKM can provide immediate, responsive and effective service to the City of Monterey Park (City). The project team for water master plan project includes:

- ***Zeki Kayiran, P.E.*** a Principal with AKM for over 31 years, has 48 years of water resources engineering and management expertise. He has been responsible for completion of over forty (40) water and recycled water master plans and updates. He will serve as the Principal–in Charge / Quality Assurance and Quality Control Manager.
- ***Diann Pay, P.E.***, a Principal Engineer with AKM for 25 years, is our Director of Planning, and has been responsible for successful completion of twenty six (26) water and twelve (12) recycled water master plans and updates. She will serve as the Project Manager.
- ***Jon Nitta, P.E.,*** a Senior Engineer with AKM for 20 years, is an expert in developing and calibrating hydraulic models, and conducting analyses of water and recycled water systems. He has prepared and updated calibrated water system models and master plans for the Long Beach Water District, Irvine Ranch Water District, Moulton Niguel Water District, West Basin Municipal Water District and Mesa Water District, and the Cities of Ontario, Buena Park, Camarillo, Seal Beach, Monterey Park, Port Hueneme, Manhattan Beach, El Segundo, Glendora, Inglewood, San Clemente, and San Juan Capistrano. He will serve as the Project Engineer.
- ***Haly Herrera, P.E.,*** will lead the model development and hydraulic analyses. Ms. Herrera has been an Associate Engineer with AKM for 8 years. She has been responsible for developing calibrated models for the Long Beach Water Department, Mesa Water District, Irvine Ranch Water District, and Moulton Niguel Water District, as well as for the City of Norwalk, Buena Park, and Montebello Land and Water Company. She recently completed the Water Master Plans for the Long Beach Water Department and Bellflower Somerset Mutual Water Company, in which she had an integral part in developing and calibrating the hydraulic models and overseeing the risk assessment of the linear assets.

- AKM has partnered with John Robinson Consulting to support in the Evaluation of Water Sources and Treatment Needs and DCSE for GIS support.

  ***John Robinson Consulting*** – 1055 E. Colorado Blvd., Suite 500, Pasadena, CA 91106
  Contact: John Robinson (626) 375-9389 jrobinson@johnrobinsonconsulting.com

  ***DCSE*** – 23461 S. Pointe Drive #300, Laguna Hills, CA 92653
  Contact: Haritha Vendra (949) 465-3400 hvendra@dcse.com

Combined as a group, we offer the City of Monterey Park a superb team that will provide full efficiency and attention to all elements of project detail as well as provide technical and managerial depth ensuring the development of a successful water master plan update within the desired schedule.

We have reviewed all available documents in detail, and familiarized ourselves with the City's system. We have the resources to complete the project within a reasonable schedule.

Our experience includes water master plans and development of calibrated hydraulic water models for the following agencies:

- Bellflower Somerset Mutual Water Company (2021)
- Long Beach Water Department (2020)
- City of Ontario (2020, 2012; recycled 2012)
- City of Buena Park (2018)
- Moulton Niguel Water District (recycled 2017)
- City of Camarillo (potable 2016; recycled 2014)
- Irvine Ranch Water District (2014; recycled 2014)
- Mesa Water District (2014)
- City of Norwalk (2014)
- City of Monterey Park (2012)
- City of Seal Beach (2012, 2003)
- City of Port Hueneme (2011)
- City of Manhattan Beach (2010)
- West Basin Municipal Water District (recycled 2009)
- City of Whittier (2008)
- City of Arcadia (2008, 2001)
- City of San Clemente (2006, 1994; recycled 2018, 2007, 1995)
- City of Glendora (2005, 1994)
- City of El Segundo (2005)
- City of Corona (2005; recycled 2010)
- City of Inglewood (2004)
- City of San Juan Capistrano (2004, 1999; recycled 2006, 2000)
- South Montebello Irrigation District (ongoing)
- Montebello Land and Water Company (ongoing)

AKM maintains the models for the Cities of El Segundo, San Clemente, Seal Beach, Corona, Ontario, Port Hueneme, South Montebello Irrigation District, and West Basin Municipal Water District, and conducts as needed special studies. Our Project Team members have prepared model manuals and conducted training for agency staff in the use, maintenance, and updating of the models.

AKM has reviewed the agreement and is willing and able to execute the contract. AKM is an equal opportunity employer. AKM is able to comply with all insurance requirements as shown on insurance checklist in the RFP. Our proposal is valid for 90 days.

The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items for the preparation of the Water Master Plan are included in the hourly rate schedule of the fee proposal and there will be no additional charges.

We appreciate the opportunity to submit our proposal, and look forward to being of service to the City of Monterey Park on this most important project. Should you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

**AKM Consulting Engineers**



Diann Pay, P.E.

Principal Engineer

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**** Fee estimate is being submitted under separated PDF document as requested in the RFP*

## PROJECT BACKGROUND

The City of Monterey Park (City) is located approximately seven miles east of Downtown Los Angeles in the westerly portion of the San Gabriel Valley in Los Angeles County. The total land area of the City is about 7.9 square miles and the current population is about 62,000 with single and multi-family residential land use making up 68 percent of the total land use.

The potable water system is owned, operated and maintained by the City's Public Works Department. Water is supplied to approximately 95 percent of the total City population. The City's latest Water Master Plan was completed in April 2012 by AKM Consulting Engineers. At the time, a $100 Million capital improvement program (CIP) was recommended to improve water delivery, water quality, and fire protection. The CIP included replacement of 18 miles of pipe for fire flow improvement, replacement of Pine tree Reservoir and two wells, and upgrade of all water meters and the Delta Booster Station.

It is our understanding that the City's water system is also experiencing about 25 pipe breaks per year and the number of annual breaks is rising, costing the City hundreds of thousands dollars per year for emergency repairs. Emergency repairs can cost up to four times more than a normal pipe repair or replacement. Pipeline breaks also cause unexpected street closures, serious damage to the surrounding area, and disruption to the daily lives of residents and businesses. The 2012 Water Master Plan did not include the assessment of the condition of the water pipelines in the scope of work. Only the condition of the vertical facilities (reservoirs, pump stations, wells, etc.) were evaluated. The CIP did not include pipeline replacement projects due to condition.

Today, water quality is also a major concern due to contamination of the Main San Gabriel Basin by disposal of chemicals dating back to World War II. Contaminants such as PFOS and PFAS are not being regulated by the Environmental Protection Agency (EPA). The City must construct additional treatment to ensure that the water provided to customers meets the current water standards.

## PROJECT UNDERSTANDING AND APPROACH

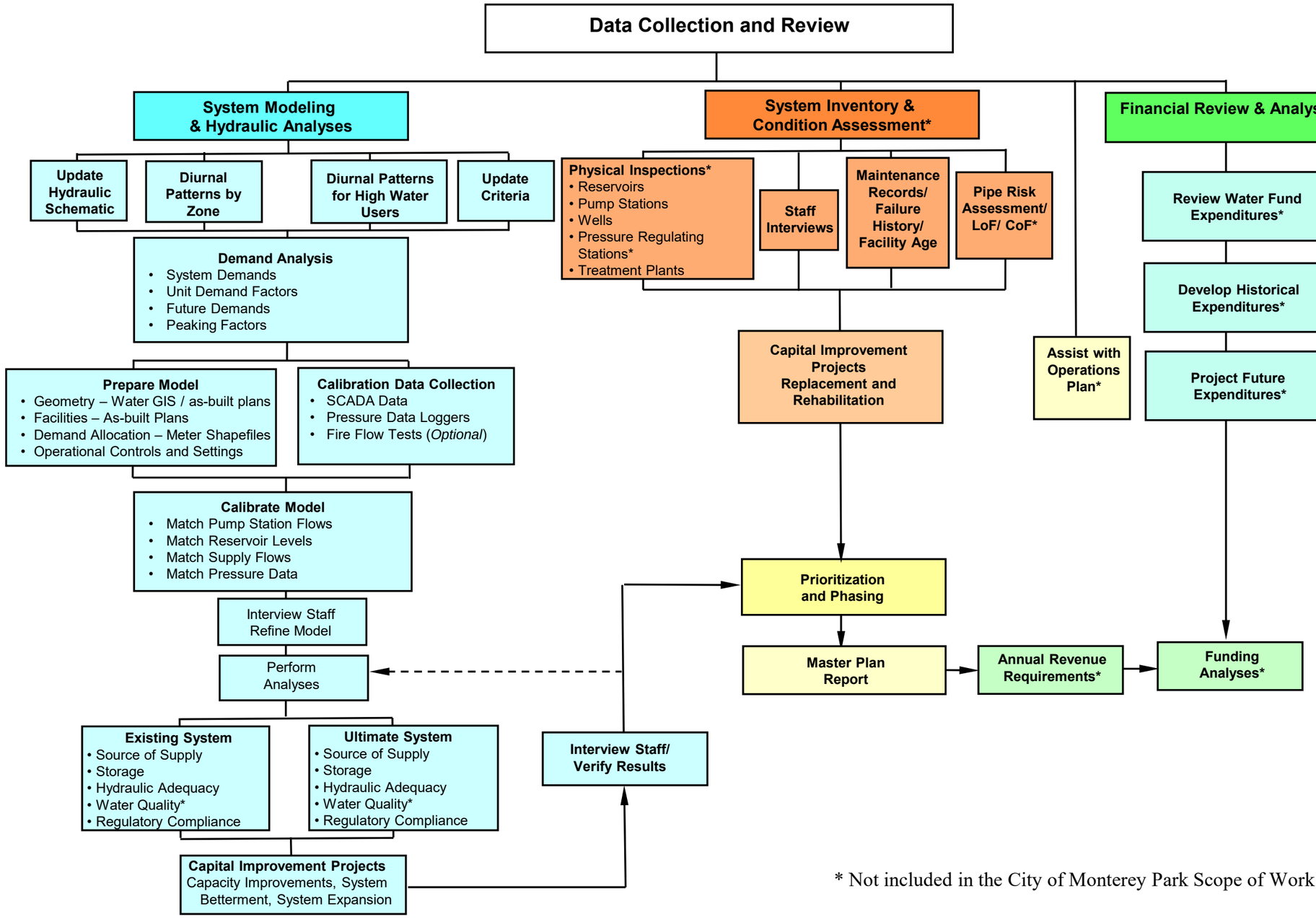
The City of Monterey Park has prepared a comprehensive scope of work to develop a Water Master Plan with a Capital Improvement Program that will address both hydraulic as well as condition deficiencies of the potable water system facilities.

Our understanding of the scope of work for the project is as follows:

1. Collect and review all available data related to the potable water system
2. Update water projections
3. Evaluate water source and treatment needs
4. Update and calibrate the existing hydraulic water model using as-built plans, current demands, peaking factors, and diurnal curves
5. Conduct a storage analysis
6. Evaluate the existing water system's adequacy to meet the established criteria (capacity) and identify deficiencies
7. Analyze regulatory requirements and the impact on the water system infrastructure and operations
8. Develop capital improvement program with priorities and cost projections
9. Consider pipe breaks, pipe size, and pipe material in prioritization of recommended projects
10. Prepare and updated Water Master Plan report documenting the aforementioned tasks

Our approach to hydraulic modeling and water master planning assignments involve several basic procedures which ensure that the finished product is used for accomplishing City's goals. Our typical potable water master plan work effort is summarized in a flow chart format on Figure 1. Please note that the proposed scope of work primarily focuses on the development of the hydraulic model and the hydraulic analysis of the system.

**Figure 1**
**Water Master Planning Procedure Flow Chart**




* Not included in the City of Monterey Park Scope of Work

Our Project Managers typically review the work weekly with the Project Engineers for technical content and schedule. This allows us to address any issues in a timely manner, and maintains our projects on schedule. For this project our Principal-in-Charge will be the Quality Control Manager, responsible for QA/QC. The Quality Control Manager will review the work product monthly, and prior to any milestone submittal. His comments are discussed with the Project Manager and Project Engineer following each QA/QC review, and they are addressed immediately. The reviews include completeness and accuracy of the work product. All documents to be submitted will be reviewed for grammar and punctuation errors, such that all submittals are professional and up to the City's standards. Milestone submittals include all technical memoranda, draft report sections, and the final report.

# *Scope of Work*

The City of Monterey Park's (City) Request for Proposal (RFP) includes a comprehensive scope of services, which we acknowledge. We will further elaborate what work we plan to provide to the City for each task should AKM become the selected consultant for this project.

## Task 1 Project Management, Communication, and Meetings

A capable and effective project manager is critical to the success of the Water Master Plan effort. Diann Pay, P.E. will serve as AKM's Project Manager. She has 25 years of water and sewer master planning experience. She will serve as the primary point of contact with the City and facilitate all communication with City staff. She will also direct and facilitate the completion of all project management related tasks, as follows:

### Task 1-1 Project Kick-off Meeting

We will facilitate a project kick-off meeting to discuss the project scope, schedule and project details. The goal of this meeting will be to ensure that the goals of the City are clearly understood and to allow AKM to request and collect available data and information from the City. Meeting minutes will be developed and provided to the City along with an updated project schedule and data request list.

### Task 1-2 Monthly Project Coordination Meetings

We will attend monthly progress meetings with City staff for the duration of the project to discuss project progress and issues and to solicit the City's input. These meetings will also be utilized to discuss methodologies, criteria, and initial analysis results.

### Task 1-3 Monthly Project Updates

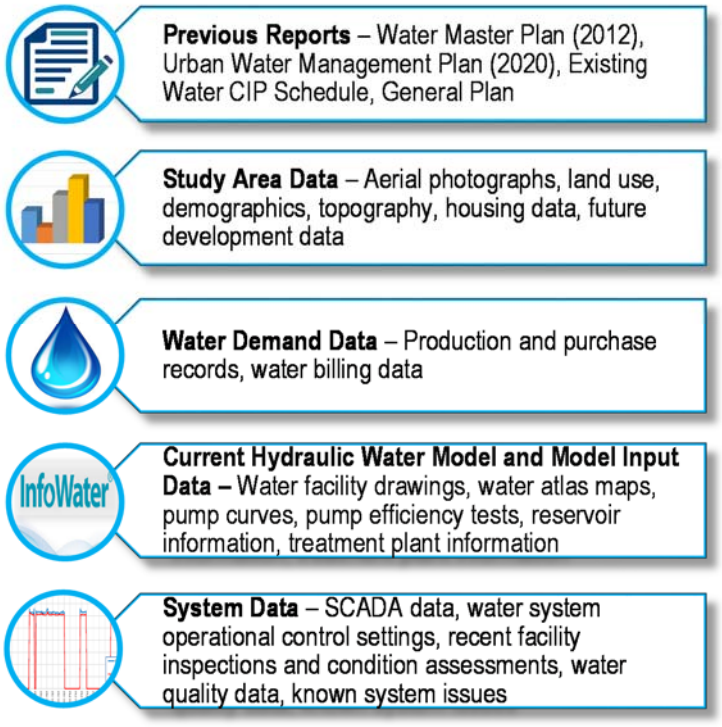
We will prepare project status reports that will be submitted with monthly project invoices. The project status report will include a description of tasks completed in last billing period, tasks to be completed in next billing period, project issues/concerns, outstanding data requests, and a status of the project budget. The project schedule will be updated on an as-needed basis.

## Task 2 Assemble and Review Water System Data

As an initial step, we will meet with City staff to determine what information is available and can be used in developing the Water Master Plan. At a minimum, we will request the information shown on Figure 1. We will maintain a data collection list throughout the project that will prioritize and track the data requested, the date received, the file types and names, and any notes associated with the data collected. The up-to-date data request list will be submitted to the City with the monthly status reports.

We will collect and review regional water agency data from the San Gabriel Valley Water company (SGVWC), Metropolitan Water District of Southern California (MWD) and California Water Services Company (CWSC) as needed throughout the project. We will review the current Water CIP Schedule and advise the City on the elements that can be abandoned or should be incorporated/included as a result of the updated Water Master Plan.

**Figure 1**
**Project Data Collection and Review**



## Task 3 Water Demand Projections

### Task 3-1 Current and Projected Water Demands

The system demand was 7,448 AF in 2019-2020 (*2020 Urban Water Management Plan).* We will review historical production and purchase (supply) data from the past five (5) calendar years to establish an existing average day demand (ADD), minimum month demand, and maximum month demand and identify any trends in demand reduction. We will evaluate the effects of the water conservation effort by the City, economic conditions, and water use regulations when establishing the existing system demand.

The newly adopted Senate Bill No. 13, and the subsequent legislative requirements, such as AB 881, AB 68, AB 587, AB 670 and AB 671 will be taken into consideration when projecting future demands. Senate Bill No. 13 and the following legislation allow for the construction of an accessory dwelling units (ADUs), which will have an impact on future water demand.

We will also evaluate upcoming demand reductions that may be experienced as a result of Senate Bill 606 and Assembly Bill 1668, which require reduction in indoor residential water use to 55 gallons per person per day through January 1, 2025, and 52.5 gallons per person per day by January 1, 2030.

Typically production and purchase of water is greater than the quantity measured by customer billing data. We will evaluate the difference between the measured consumption and production and purchase data for the past 5 calendar years. The demands allocated in the water model will be representative of production and purchase data, which include the difference in volume from a few large meters which measure the purchase and production, and the thousands of small customer meters, which measure sales. It will account for non-revenue water use. Future system demand projections will account for estimated water losses.

If the total amount of water used for flushing and any other unmetered uses can be quantified, we will subtract this value from the average production and purchase values when determining the average day demand. Flushing is not an everyday activity and therefore flushing volumes should not be included as a part of unaccounted for (non-revenue) water. If it were to be included, the flushing volume would also be peaked for the model scenarios which would be an inaccurate estimate of the water used.

To develop accurate existing and future model demands, it is important that we understand the current and planned developments within the City's water service area. We will develop water use projections for each use area for the next 20 years in five year increments using information provided by the City on projections for population and land use for the next 20 years in five year increments – existing, 2025, 2030, 2035, and 2040.

### Task 3-2 Water Duty Factors

The development of water demand factors and the allocation of model demands are dependent on an accurate land use map. We will compare the existing and future planning Geographic Information Systems (GIS) shapefiles to aerial photographs of the water service areas to identify potential discrepancies between planned development and actual development. We will also review the service areas for potential existing vacancies that need to be accounted for in the future model.

The City has developed GPS coordinates for approximately 13,124 meters that we will plot in GIS. There are an additional 466 meters that do not yet have GPS coordinates assigned. We will locate these remaining meters by address and/or route sequence numbers provided by the City. After the meters are included in a GIS layer, we will link the billing database with consumption values to the water meter GIS layer for use on this project.

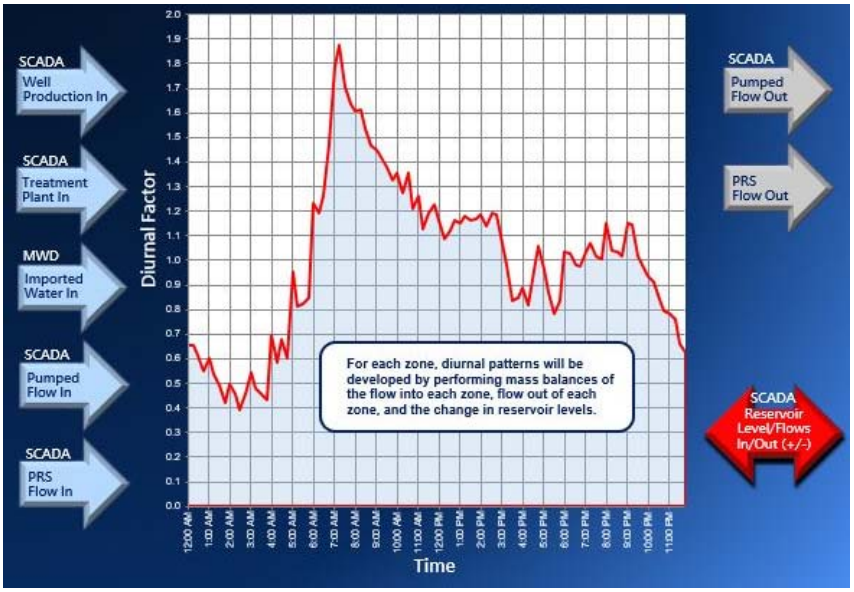
We will overlay the water meter layer and the land use layer. Then we will develop water duty factors by evaluating the water consumption for each land use designation. We will develop the average water duty factors for each land use category. We will utilize detailed development data, such as the number of residential units per meter or the square footage of commercial/industrial buildings per meter, if available to develop unit demand factors in units such as gallons per day/dwelling unit or gallons per day/thousand square feet. We will spot check the meter data with discrepancies between the meter type and land use designation, and we will remove any billing data with discrepancies, which would significantly affect the proposed water duty factors. The water duty factors will be used to calculate the future development demands.

## Task 3-3 Peaking Factors and Diurnal Patterns

The maximum day demand (MDD) will be evaluated by reviewing daily historical SCADA data, if available. The MDD peaking factor (MDD/ADD) will be applied system wide in the hydraulic model to develop the MDD scenarios.

We will develop diurnal patterns and peaking factors during the calibration period, as shown on Figure 2. To develop diurnal demand curves for each of the City's pressure zones, we will request SCADA data for the storage tank levels, pump station flows, well flows, and imported water turnout flows (this is also available through the MWD website). The diurnal patterns will be applied to base demands in the model and the peak hour demands will then inherently be modeled in the MDD scenario.

Figure 2
Typical Potable Diurnal Pattern




It is our understanding that SCADA data is available for reservoir levels and flows, speeds, and downstream pressures for pump stations and wells. There is no SCADA data available for pressure regulating stations. Due to the limited available SCADA data, diurnal patterns will be developed for the following, similar to what was developed during the 2012 Master Plan Study:

- Zone 1
- Zone 2, 3, and 4 combined
- Zone 2A(1) served by Country Pump Station and Ackley Pump Station
- Zone 4A served by Sequoia Pump Station
- Zone 5 and 5A combined

We understand that the City is going to be implementing an advanced metering infrastructure (AMI) system in the near future. Currently, it is expected that meter implementation will start in March 2022. The City plans to start replacing meters with AMI for the highest water users first. We will discuss the status of the AMI system as the calibration period for the Water Master Plan is scheduled. If possible, we will use the high water user data to develop customer specific use patterns for up to twenty (20) high water use customers during the calibration period. The individual use diurnal patterns will enhance the overall value of the hydraulic model.

## Task 4 Evaluate Water Source and Treatment Needs

With the assistance from John Robinson Consulting, Inc (JRC), we will evaluate the City's existing water sources with regards to capacity, reliability, and water quality and compare these to existing and future demands. JRC has been working with the City since 2016 on the Centralized Groundwater Treatment System (CGTS) and so has a very good understanding to the City's goals. The City has a targeted flow volume of 7,400 gallons per minute, providing a 100% reliable treatment facility with several interagency connections (San Gabriel Valley Water Company) and the installation of treatment technology, included Advanced Oxidation (AO) technology sized to meet the City's conservative treatment goals which exceed maximum contaminant levels (MCL) by an order of magnitude. The treatment goals have taken into account the treatment of volatile organic compounds (VOCs), 1,4 dioxane and per- and polyfluoroalkyl substances (PFAS).

We will evaluate the assessment of water supply entitlements, specifically groundwater allocation from the Main San Gabriel Basin and ability for purchases of water from San Gabriel Valley Water Company (SGVWC) and other entities with interagency connections to the City's system.

The CGTS has guaranteed performance on a number of contaminants including PCE, TCE, 1,4-dioxane, cis-1,2-DCE and 1,1-DCE. We will assess planned and potential future water quality requirements and estimate their likely or potential impact on the sources and/or treatment. This will take into consideration the March 30, 2018 Policy Memo 97-005, as well as the subsequent June 2, 2021 Policy Memo 97-005 Report Addendum submitted to the State Water Resources Control Board Division of Drinking Water (DDW).

Based on the guaranteed performance of the CGTS, we will recommend source improvements and expansions to meet future needs including treatment needs. We will utilize the recently completed 2020 Urban Water Management Plan to determine the future supply requirements for the City since this document was reviewed and approved by the City Council.

Finally, we will utilize the 2020 UWMP as well as San Gabriel Valley Municipal Water District (SGVMWD) planning documents to determine new water sources required to meet future demands. These new water sources might include those that will assist the City during water shortage stages, as the droughts over the last 25-30 years have significantly impacted the City's groundwater supply and the ability of SGVMWD to recharge the groundwater basin.

## Task 5 Update Computer Model

A calibrated hydraulic model of the potable water system is an essential tool for analyzing the existing system conditions; planning for future expansions and facility replacements; evaluating water system operations; and to formulate the most feasible supply portfolio. The hydraulic model has to be developed and calibrated based upon the best information available, and be well documented so that it can be updated as changes occur in the system, land use planning, and sources of supply.

We will develop the hydraulic model with Innovyze InfowaterPro, which is a user-friendly software package that is fully integrated with ArcGIS. Models developed in InfowaterPro may be exported to EPANet, which is a public domain software that is free to copy and distribute. The hydraulic model development will consist of the following subtasks:

### Task 5-1 Model Geometry and Connectivity

The current potable water hydraulic model was developed in 2012. We will review approximately 10 water as-built plan sets and update the existing model geometry of facilities constructed since 2012. The geometry for wells, pump stations, storage tanks, pressure regulating stations, and imported water connections will be added or updated per as-built plans.

We will include all mainline pipes, including fire hydrant laterals (excluding private lines that do not loop the system). The fire hydrants are included in a GIS layer. We will create fire hydrant laterals from the hydrant point to the nearest water main in the existing hydraulic model. We will break the mainline at the intersection of the mainline with the hydrant lateral. Model nodes will be added at the intersection of the pipes. Adding the fire hydrants and laterals to the model will allow for more accurate analysis of the fire flow demands and available pressures.

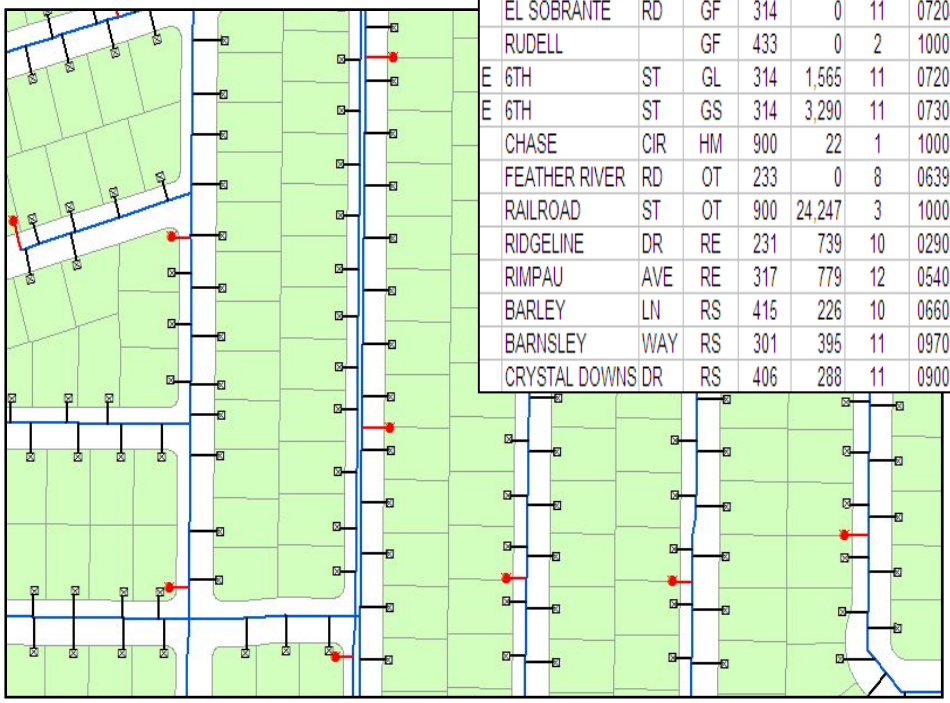
Modeling information for each pipe will include unique identification numbers, service zone identification, diameter, length, and roughness coefficient. Pipe roughness coefficients will be developed based on pipe size, age, material, condition, and any available field tests.

Model nodes will be located to represent points of intersection of pipes, ends of pipes, changes in pipe diameter or material, fire hydrants, and/or locations where supplies are applied to the system. We will meet with City's engineering and operation staff to review the system maps and clarify any discrepancies between the various sources of data and to identify all closed valves.

## Task 5-2 Model Demand, Diurnal Patterns, and Allocation

We propose to use the most recent year's water consumption data collected from water billing information to compute and distribute the demands in the hydraulic model. Figure 3 illustrates the technique whereby the billing data is linked to the GIS meter file and then utilized for distributing demands in the model.

Figure 3
Water Billing Data Linked to GIS



Annual Consumption

| | | | Accnt Type | Book | Units | Reads | Account: | Meter # | Mtr Manufacturer | Size | Average Usage (gpd) | Average Usage (gpm) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JOY | ST | CS | 312 | 422 | 12 | 05205174 | 9185460 | PREC | 1 1/2" | 865 | 0.6 |
| | EL SOBRANTE | RD | GF | 314 | 0 | 11 | 07204657 | 9042759 | OTHR | 4" | 0 | 0.0 |
| | RUDELL | | GF | 433 | 0 | 2 | 10000352 | 18038622 | BDTB | 5/8" | 0 | 0.0 |
| E | 6TH | ST | GL | 314 | 1,565 | 11 | 07201297 | 39240403 | OTHR | 2" | 3,207 | 2.2 |
| E | 6TH | ST | GS | 314 | 3,290 | 11 | 07303500 | 9042703 | PREC | 2" | 6,743 | 4.7 |
| | CHASE | CIR | HM | 900 | 22 | 1 | 10001428 | 03048468 | OTHR | 6" | 45 | 0.0 |
| | FEATHER RIVER | RD | OT | 233 | 0 | 8 | 06390778 | 59202070 | SENS | 1 1/2" | 0 | 0.0 |
| | RAILROAD | ST | OT | 900 | 24,247 | 3 | 10001382 | 03053546 | OTHR | 6" | 49,693 | 34.5 |
| | RIDGELINE | DR | RE | 231 | 739 | 10 | 02905032 | 59209640 | SENS | 2" | 1,515 | 1.1 |
| | RIMPAU | AVE | RE | 317 | 779 | 12 | 05401309 | 40332892 | ROCK | 1" | 1,597 | 1.1 |
| | BARLEY | LN | RS | 415 | 226 | 10 | 06603723 | 95426335 | PREC | 3/4" | 463 | 0.3 |
| | BARNSLEY | WAY | RS | 301 | 395 | 11 | 09706630 | 92584072 | PREC | 3/4" | 810 | 0.6 |
| | CRYSTAL DOWNS | DR | RS | 406 | 288 | 11 | 09000926 | 98517252 | PREC | 3/4" | 590 | 0.4 |

The demands will be allocated to the nearest model node on the mainline. This will result in a model with an accurate spatial distribution of demands and will inherently account for all high-water users at their actual locations.

AKM will adjust the meter billing consumption data for unaccounted for water to match the established existing minimum day, average day, and maximum day demands. It will most closely represent the current water use, and will be the most appropriate data to use for model calibration.

Future demands will be assigned using water unit demand factors and the City's future land use GIS shapefile. Typically, there are both transmission pipelines and distribution pipelines near major facilities, such as pump stations, reservoirs, and pressure regulating stations. To account for demands appropriately, we will make sure that demands are allocated to the distribution pipeline only. As described under Task 4-3, we will develop the diurnal water use patterns from the SCADA data.

## Task 5-3 Facility Input Data and Operational Controls

We will obtain all facility (pump station, storage tank, pressure regulating station, well, turnout and interconnection) information from City. Each facility will be modeled based upon as-built construction drawings, current operating conditions, and control strategies. We will input the pump curves into the model based on the latest field performance tests. Pump curves will have at least seven (7) points, including the shutoff, rated conditions or design point, maximum flow, and two points between the end points and the rated/design conditions point.

We will obtain all current facility controls and settings from City staff and SCADA information. Following an initial review of facility control/settings information, we will interview City operations staff to develop further insight into the operation of the system and to discuss any operational problems that the system may be currently experiencing. If operational controls and settings change during different times of the year, we will set up separate control sets in the model to reflect the various operational conditions under the scenario being modeled.

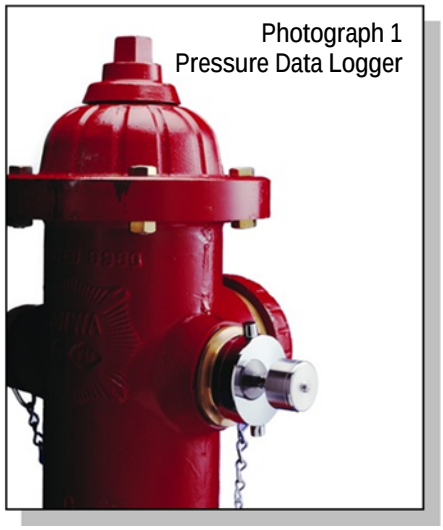
### Task 5-4 Fire Flow Assignments

We will review the fire flow demands included in the City's current model. We will verify all model hydrant nodes by performing spatial and database joins to the City's water Geodatabase. We will spatially identify the land use designation for each model hydrant. If a fire node is located near multiple land use types, we will assign the highest fire flow demand. We will ensure that the fire flow demands meet the City's Fire Department fire flow standards per land use type. The existing fire flow assignments will be updated, as necessary.

### Task 5-5 Model Calibration

We will calibrate the hydraulic model to data collected from field pressure measurements and from the SCADA system for a 2-week time period. Typically, a 24-hour period is selected from the two weeks of data for use as a calibration period, unless there are significant variations in water use and usage patterns between weekend days and weekdays.

We will then compare the model results to the SCADA data and field measured pressures to determine the accuracy of the calibration effort, including the 30 pressure data loggers installed (Photograph 1) throughout the system during the calibration work. *Our proposal includes the cost to rent 30 data loggers for a one month period*. We anticipate that City staff will install the data loggers. We will direct and oversee the field calibration data collection process. If the model results are close to the field measurements (no more than 5 percent deviation in pressures, booster station flows, and well flows; and tank levels to within 1 foot), the model will be deemed calibrated. Otherwise, we will determine the causes of the differences, make adjustments to the model, and re-run it until it closely matches the field conditions.



Photograph 1
Pressure Data Logger

## Task 6 Storage Analysis

We will establish storage criteria and evaluate the adequacy of the storage for each pressure zone under both existing and future demand conditions. Typically, three categories of storage are of importance: operational, emergency, and fire suppression. The entire system, as well as each individual pressure zone will be evaluated to determine the system's ability to meet storage criteria. We will review SCADA data and conduct interviews with operations staff to identify the useable capacities of the existing reservoirs, and we will learn of any water quality issues that may be experienced at the reservoirs. We will recommend any necessary projects to improve the City's existing storage facilities and address water quality issues. If additional storage is recommended, we will make recommendations for potential site locations based on review aerial photographs and discussions with City staff.

## Task 7 Criteria and Hydraulic Analysis

### Task 7-1 Update City's Existing Potable Water System Planning Criteria

The criteria used for the 2012 Water Master Plan Update will be reviewed, and we will recommend updates to the existing requirements. Criteria established will include the source of supply, wells, reservoir storage, pump stations, pressure regulating stations, system pressures, transmission and distribution pipelines, and fire flow requirements. The criteria established will form the basis of subsequent analyses in verifying the adequacy and redundancy/reliability of the system and, if necessary, formulating deficiency mitigation projects.

### Task 7-2 System Hydraulic Analysis

We will utilize the calibrated hydraulic model to conduct extended period simulations of the existing system and future conditions. The following subtasks describe the specific scenarios that will be evaluated.

The calibrated existing system model will be used to evaluate the following conditions:

- Average day demands
- Maximum day demands (peak hour conditions will be modeled in this scenario)
- Maximum day demand plus fire flow

The model will be used to evaluate the system pressures, pipe velocities, fire flow capabilities, adequacy of supply and storage, and reliability and redundancy.

Typically, for the fire flow analysis, the initial model simulation attempts to supply the entire fire flow from one location. This often results in low residual pressures at locations with larger fire flow requirements such as schools, commercial, and industrial land uses. In reality, fire-fighting often takes place by using multiple fire hydrants. Therefore, the areas identified with low residual pressures will be reanalyzed using simultaneous fire flow analyses, which allow fire flows to be distributed to multiple model junctions. This process is more manual and involves splitting of fire flows between multiple hydrants (typically 2 to 4), which is consistent with California Fire Code. The analysis is then rerun to determine the residual pressures. Often, the system will then be able to meet fire flow demands, eliminating the system deficiencies initially identified.

We will review the City's latest General Plan/Housing Element and the City will provide detailed information on the known future developments. We will utilize the development information and water demand factors to estimate future demands, which will be applied in the model to develop the future system scenario (2040). The future scenario will be used to analyze the impact of future developments and future fire flow conditions. Recommended pipe sizes will be based upon future conditions to ensure that the pipes will be sized appropriately for future developments.

## Task 8 Analyze Regulatory Requirements

We will review existing, proposed, and projected City, State and federal water system regulatory requirements and evaluate their impact on the water system infrastructure and operations. We will make system modification and operational recommendations needed to meet current and projected regulatory changes.

## Task 9 Capital Improvement Program

### Task 9-1 Evaluation of Below Ground Assets – Risk Assessment

Pipe improvement projects will first be prioritized by the magnitude of the estimated pressure, velocity, and or fire flow deficiency. To the extent possible, pipe recommendations will be further prioritized by pipe attributes that include pipe material, age, and break history. Discussions and interview with City staff will be conducted to further prioritize projects.

In order to use the City's break data, which is in a spreadsheet format by address location, we will plot the locations in GIS so that it can be mapped and overlayed with the water pipes.

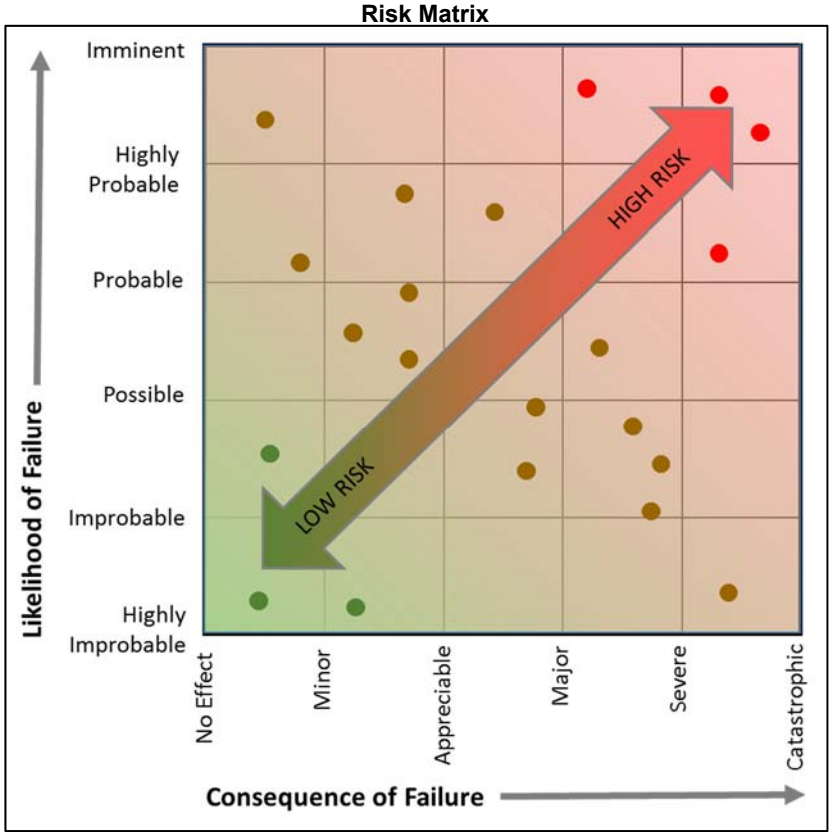
In addition, we will conduct a risk assessment of the water pipes. Risk relates to the probability of something bad happening, or the likelihood of a negative impact occurring, and how this can be avoided. Sometimes, risk is used to describe the severity of the consequence(s) related to a potential failure. Risk relates the combination of both **Likelihood of Failure (LoF)** and **Consequence of Failure (CoF)**. Risk therefore takes into account the asset's physical condition, as well as the impact that its failure would have on system performance and stakeholders.

We will use Innovyze InfoMaster, an ArcGIS based asset integrity management and capital planning software package, to calculate the risk associated with each pipeline segment. InfoMaster is a powerful tool that assists in characterizing the likelihood and consequence of failure for individual pipes in the network. It has the ability to incorporate data from multiple sources including but not limited to public GIS shapefiles within the City's study area, historical pipe break data, and hydraulic model data and results.

We will discuss with the City the likelihood of failure and consequence of failure components to be considered. Likelihood of failure components may include break/leak history, material type, pipe age, pipe size, pressure range, and/or velocity range. Consequence of failure components may include pipe size/flow volume, affected critical facilities, number of services affected, and/or community impacts (traffic and accessibility).

A risk matrix will be developed to display the results of the risk analysis, similar to what is shown on Figure 4. The LoF is the vertical axis, and the CoF is the horizontal axis. The weighted score for the LoF and CoF will be plotted for each pipe to determine the risk categorization.

**Figure 4**
**Risk Matrix**




## Task 9-2 Recommend Capacity Improvements

We will use the hydraulic model to identify the necessary system improvements to meet the system criteria for the existing and future model scenarios. We will develop a comprehensive capital improvement program (CIP) for the upcoming 20 year planning period, which will incorporate the improvement projects identified from the hydraulic modeling analyses and, storage analysis. The projects will be prioritized based on the severity of the deficiency or condition, established criteria, and discussions with City staff. An implementation schedule will be prepared for all projects.

We will review the proposed water projects in the City's current CIP program. These projects will be individually analyzed, commented on, and incorporated into the Master Plan CIP as necessary.

A meeting will be held to discuss the proposed Capital Improvement Program. This meeting will include a discussion on project recommendations, project costs, project feasibility and project prioritization.

## Task 9-3 Cost Projections

Project cost estimates will be developed and provided in the CIP. Cost estimates for all recommended improvement projects will be developed based upon review of market costs for various infrastructure components as well as available recent construction bid estimates.

## Task 10 Prepare Water Master Plan Update Documents

### Task 10-1. Draft Report

The totality of the effort in developing the City's Water Master Plan will be documented in a final report. We will develop the following report sections:

1. Executive Summary
2. Introduction
3. Study Area
4. Potable Water System
5. Potable Water Supply
6. Potable Water Use
7. Service Criteria
8. Hydraulic Model
9. Hydraulic System Analysis
10. Capital Improvement Program

As the project progresses, we will coordinate meetings with all necessary City departments and staff to present the master plan findings, methods, and procedures. By the time the draft report is submitted, we will have already discussed with City staff things such as how the model is developed, water demand factors, the service criteria that the analysis is based on, the condition assessment methodology, and the preliminary findings of the hydraulic analysis.

The draft report is expected to be fairly complete excluding the Executive Summary and Appendices.

### Task 10-2. Final Draft Report

We will meet with the City following the submittal of the Draft Report to discuss comments. We will prepare a final draft report, incorporating all comments and changes discussed at the meeting.

### Task 10-3. Final Report and Deliverables

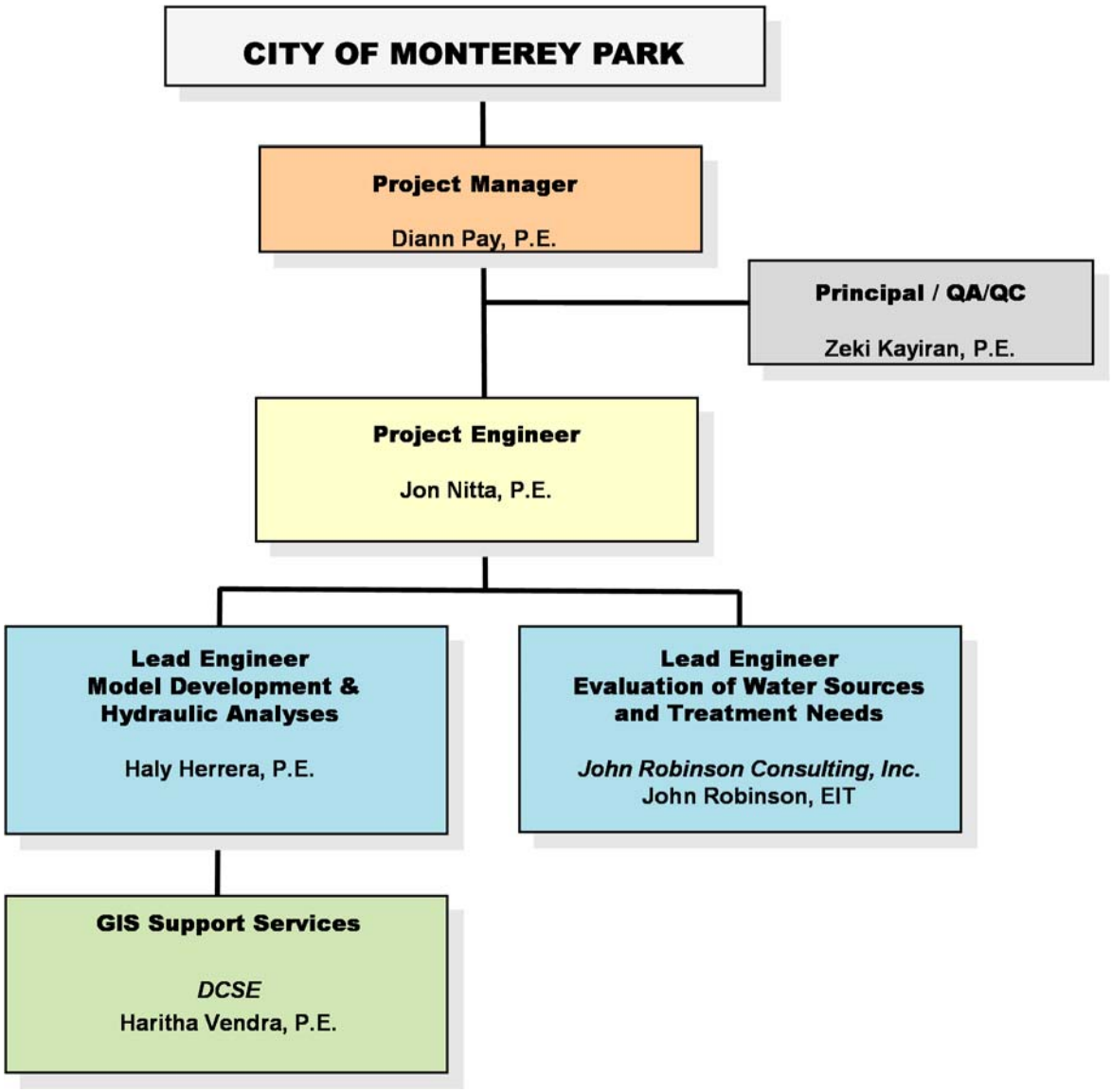
We will meet with the City to discuss comments on the final draft report. We will prepare a final report and submit three (3) hard copies to the City, an electronic copy of the report (PDF format), GIS layers created for the project and the computer model file (InfoWater) on a USB flash drive.

## *Proposed Staffing and Project Organization*

The engineering organization and the Project Team proposed by AKM Consulting Engineers are structured to respond to the technical and managerial requirements of the project by assigning very senior, highly qualified personnel to the work. They will function in a simple organization with clear lines of delegated authority and responsibility.

Our project manager will be the principal point of contact with the City of Monterey Park, and will have full technical and administrative responsibility for the work. All identified personnel will be assigned to the project. All project team members have long tenure with AKM, and we do not reassign or substitute staff assigned to specific projects. Any changes in Project Manager or key personnel must be approved, in advance, by the City. The following provides brief descriptions of their roles and experience. Any change of sub-consultants during the course of the contract will have prior approval by the City.

The Project Team organization is illustrated on the project organizational chart below. Detailed resumes describing specific experience of the Project Team members are included in this section.



**PROJECT MANAGER**

**DIANN PAY, P.E.**
**AKM Consulting Engineers, Irvine, CA**
**Registration:** RCE, CA C60298;
**Education:** M.S. Environmental Water Resources, UC Berkeley;
B.S. Civil Engineering, UCLA
**Years of Experience**: 25

Ms. Diann Pay, P.E. is the Company's Director of Planning. She has served as Project Engineer or Project Manager during the preparation of twenty six (26) water master plans and updates, and twelve (12) recycled water master plans and updates. She and her team developed calibrated models for nearly all these projects, including water quality models for some. She has managed the development of risk analysis for the Irvine Ranch Water District and East Orange County Water District sewer systems for the water pipe distribution systems for the Long Beach Water Department and the Bellflower Somerset Mutual Water Company. She has been responsible for conducting hydraulic analyses leading to pump selections for wells and pump stations, pressure reducing station valve selections, development of operational procedures for scheduled shutdown of major sources of supply, preparing model user manuals and training agency staff in model development and use; and conducting special studies as needed by AKM clients. She oversees the maintenance of the hydraulic models of several AKM clients. She will be the Project Manager, who is the responsible representative of AKM to the City.

**PRINCIPAL-IN-CHARGE / QA/QC MANAGER**

**ZEKI KAYIRAN, P.E.**
**AKM Consulting Engineers, Irvine, CA**
**Registration:** RCE, CA (C29330)
**Education:**
M.S., Civil Engineering – CSULB;
B.S., Civil Engineering – Robert College
**Years of Experience**: 48

Mr. Zeki Kayiran, P.E., will be the Principal-in-Charge and QA/QC Manager, responsible for quality control /quality assurance for the project. He has 48 years of water resources engineering experience, including the completion of over forty (40) water and recycled water master plans; 28 wells; 30 water and recycled water pump stations; 16 reservoirs; and over 500,000 feet of transmission and distribution pipelines. He will monitor methods and procedures of project implementation. His responsibilities will include reviewing work weekly with the Project Manager as well as at key milestones ensuring that the work product meets the high standards for technical excellence.

**PROJECT ENGINEER**

**JON NITTA, P.E.**
**AKM Consulting Engineers, Irvine, CA**
**Registration:** RCE CA C69987
**Education:** B.S. Civil Engineering, UCLA
**Years of Experience**: 20

Mr. Nitta has been responsible for the development of 14 calibrated hydraulic potable and non-potable water models, capital improvement programs, and water master plans, including the Long Beach Water Department, Irvine Ranch Water District, Moulton Niguel Water District, West Basin Municipal Water District, the Cities of Ontario, Buena Park, Seal Beach, Manhattan Beach, Port Hueneme, San Clemente, El Segundo, Inglewood and San Juan Capistrano.

Mr. Nitta used InfoMaster to evaluate the remaining useful life of Buena Park's water pipelines, using the available break history data. In addition, Mr. Nitta was responsible for developing the risk and reliability analysis, utilizing the InfoMaster platform, for the Irvine Ranch Water District and East Orange County Water District sewer systems and the Long City of Bellflower water system. He made recommendations for consequence of failure and likelihood of failure elements, scores, and weightings. He also was instrumental in the development of the decision trees which prioritized the recommended facilities and action items. Mr. Nitta will be responsible for overseeing the model development, hydraulic analyses, and development of the capital improvement projects. He will also be responsible for the risk assessment if the City opts for a detailed evaluation of the underground pipes.

**LEAD ENGINEER - MODEL DEVELOPMENT & HYDRAULIC ANALYSES**

**HALY HERRERA, P.E.**
**AKM Consulting Engineers, Irvine, CA**
**Education** B.S., Civil Engineering, University of California Irvine
**Years of Experience**: 8

Ms. Herrera was responsible for the development of calibrated hydraulic models for the Long Beach Water Department, City of Buena Park, City of Norwalk, Mesa Water District, Irvine Ranch Water District, and Moulton Niguel Water District. She also updated the water model and ran analyses for the City of Corona, City of Alhambra, City of San Clemente, West Basin Municipal Water District, and Montebello Land & Water Company.

Ms. Herrera was responsible for developing and implementing the risk and reliability analysis for the Irvine Ranch Water District and East Orange County Water District sewer systems and was heavily involved in the risk and reliability analysis for the Long Beach Water Department's water system. Ms. Herrera will be responsible for demand analysis, model development and performing existing and future system analyses.

**LEAD ENGINEER – EVALUATION OF WATER SOURCES & TREATMENT NEEDS**

**JOHN ROBINSON, EIT**
**JOHN ROBINSON CONSULTING**
**CONTACT:**
1055 E. COLORADO BLVD #500,
PASADENA, CA 91106
626-375-9389
**YEARS OF EXPERIENCE:** 25

Mr. John Robinson has more than 25 years of experience in engineering consulting, construction management, project leadership/project management, operational/fiscal management and market sector strategy development focused most recently on obtaining local, State and Federal grants and/or loans for public agencies and special districts. Mr. Robinson's experience encompasses a variety of wastewater engineering, water reclamation and planning projects. The clients he has provided services to are mostly municipalities and cities in Southern California and Arizona. The following is a quick summary of his skill set including 1) Involved in over 35 feasibility/master studies and planning, technology evaluation and recommendations, preparation of study and design reports focused on recycled water including Title 22 facilities for customers (industrial and irrigation) as well as Advanced Water Treatment Facilities for groundwater spreading and injection; 2) Experienced in over 300 miles of design for new potable and recycled water pipeline; 3) Has been intimately involved with regulatory agencies (City of Long Beach Department of Public Health and State Water Resources Control Board Division of Drinking Water) with permitting jurisdiction over any recycled water facilities; and 4) Invested over 2,500 potential recycled water customer conversions and connected over 850 recycled water customers in Southern California including irrigation and industrial customers.

Mr. Robinson has been working with the City of Monterey park since 2016 on the Centralized Groundwater Treatment System and therefore has a very good understanding of the City's treatment goals and needs. He will be responsible for the evaluation of the City's water sources and treatment needs.

**GIS SUPPORT**

**DCSE**
**CONTACT:** HARITHA VENDRA, P.E.
23461 S. POINTE DRIVE #300, LAGUNA HILLS, CA 92653
(949) 465-3400
**YEARS OF EXPERIENCE:** 17

DCSE is a California based Engineering and GIS consulting firm specializing in developing solutions to help municipal and quasi-government agencies, engineering firms and private utilities. DCSE has the knowledgeable staff and the well-rounded expertise to provide a broad range of integrated GIS services, from needs assessment and implementation to GIS data conversion, Geodatabase migration, and advanced application development. DCSE's principals have been involved with GIS since the middle 1980's. For more than a decade they have applied GIS solutions to a variety of problems and have developed a diverse set of GIS skills. GIS Services will be under the direction of Ms. Haritha Vendra. DCSE will be responsible for creating fire hydrant laterals, breaking mainline pipes at the laterals, adding model junctions and creating unique IDs for all facilities. DCSE will also assist in linking the water billing data to the GIS meters and assigning each meter to a model node for demand distribution.

## *RESUMES*

Brief resumes of our proposed project team members are located on the following pages.

# DIANN PAY, P.E.
## PROJECT MANAGER

**25 YEARS OF EXPERIENCE**
**25 YEARS WITH AKM**



PROFESSIONAL REGISTRATION
Registered Civil Engineer, California (C60298)
NASCCO PACP, MACP, LACP (U-1003-947)

EDUCATION
Master of Science, Environmental Water Resources - University of California, Berkeley
Bachelor of Science, Civil Engineering - University of California, Los Angeles

Mr. Pay is the Director of Planning for AKM Consulting Engineers. Her experience includes creating calibrated system hydraulic models, conducting analyses for master plans, hydraulic analyses for the design of pump stations and wells with the use of the system models she and her team developed, system water quality analyses, special studies, training agency staff in the use of the models, and maintaining models for many of AKM's clients. Ms. Pay's previous experience includes the following:

- Water Master Plans (29)
- Recycled Water Master Plans (12)
- Development of Water Models
  - Model Geometry, Demand Allocation, Diurnal Patterns, Peaking Relationships
  - Model Calibration
  - System Hydraulic Analyses
  - Preparation of Model User Manual and Training
- Recycled Water Market and Demand Assessment
  - Evaluation of Irrigation and Commercial Customers
  - Analyze System Supply Restrictions
  - Comparison to Potable Water Costs
- Condition Assessment of Pump Stations and Reservoirs
- Risk Assessments (i.e. Likelihood of Failure and Consequence of Failure)
- Recycled Water Seasonal Storage Analyses
- Interagency Shared Facility Studies
- Hydraulic Analysis for Pump Selections for Pump Stations
- Recycled Water Pipeline Hydraulic Feasibility Studies
- Special Studies and Water Quality Analysis
- Development of Capital Costs for Improvement Projects

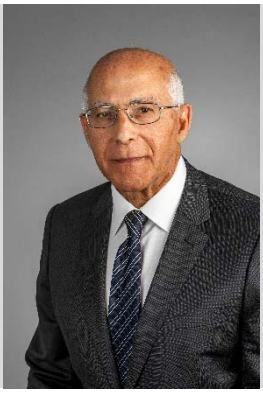
Her experience related to this project and its service area includes:

- Water Master Plan for the City of Tustin
- Water Modeling for the PFAS Treatment Plant for the City of Tustin
- Water Master Plan for the City of Compton
- Interim Water Model for the City of Ontario
- Water Master Plan for the Long Beach Water Department – Project Manager
- Water Master Plan for the Bellflower Sommerset Mutual Water Company – Project Manager
- Water Master Plan Update for the City of Ontario – Project Manager
- Water Master Plan Update for the City of Buena Park– Project Manager
- Water Master Plan for the City of Camarillo–Project Manager
- Water Model Development and Calibration for Mesa Water District – Project Manager
- Water Master Plan for the City of Norwalk – Project Manager
- Potable Water Model for Irvine Ranch Water District – Project Manager
- Water Master Plan for the City of Monterey Park – Project Engineer
- Water Master Plan Update for the City of Ontario – Project Manager
- Water Master Plan and Update for the City of Seal Beach (2) – Project Engineer
- Water Distribution System Master Plan for the City of Port Hueneme – Project Engineer
- Water Master Plan for the City of Manhattan Beach – Project Manager
- Water Master Plan for the City of Whittier - Project Engineer
- Water Master Plan Update for the City of Arcadia (2) – Project Engineer
- Water Master Plan Update for the City of San Clemente –Project Engineer
- Water Master Plan for the City of Corona – Project Engineer
- Water Master Plan for the City of El Segundo - Project Engineer
- Water Master Plan Update for the City of Glendora – Project Engineer
- Water Master Plan for the City of Inglewood - Project Engineer
- Water Master Plan for the City of San Juan Capistrano (2) – Staff Engineer
- Water Quality Protection Plan for the Central Basin Municipal Water District/City of Whittier - Project Engineer
- Water Master Plan for the Tri-Cities Municipal Water District – Staff Engineer
- Water Master Plan for the South Montebello Irrigation District – Staff Engineer

# ZEKI KAYIRAN

## PRINCIPAL IN CHARGE / QA/QC

**48 YEARS OF EXPERIENCE**
**31 YEARS WITH AKM**



PROFESSIONAL REGISTRATION
Registered Civil Engineer,
California (C29330)

EDUCATION
Master of Science, Civil Engineering –
California State University, Long Beach
Bachelor of Science, Civil Engineering – Robert College

Mr. Kayiran provides comprehensive technical and management expertise in the planning, design and construction management/inspection of water resources engineering projects. His professional background includes a blend of consulting engineering and academic experience, including a part-time instruction in the field of fluid mechanics and hydraulic design at California State University, Long Beach. For the past 13 years, he has been teaching water system planning, groundwater well and treatment facility design as part of the senior project design class at University of California, Irvine. His experience covers planning, design, and construction support, construction management and inspection services for recycled water, potable water, sewer, and storm water projects. His previous experience includes:

- Water and Recycled Water Master Plans (46)
- Development of Hydraulic Models and Model Calibration
- Water and Recycled Water Supply Analyses
- Water and Recycled Water Market and Demand Assessment
- Water and Recycled Water Seasonal Storage Analyses
- Preliminary Design Reports, Alignment Studies, Plan Preparation, Specifications, Estimates, Construction Management and Inspection, and Construction Support for
  - Water and Recycled Water Pump Station Designs (44)
  - Transmission and Distribution Pipelines (over 1,000,000 ft)
  - Reservoirs (16)
  - Wells (28)
  - Storm Water Pump Stations (19)
  - Sewer Pump Stations (60)
  - Treatment Plants (15)
- Condition Assessment of Pump Stations and Reservoirs
- Expert Witness Services to Public Agency Clients

His experience related to this project and its service area includes:

- Water Master Plan for the City of Long Beach – Principal in Charge
- Water Master Plan for Bellflower Somerset Mutual Water Company – Principal in Charge
- Water Master Plan Update for the City of Ontario (2) – Principal in Charge
- Water Master Plan Update for the City of Buena Park – Principal in charge
- Water Master Plan for the City of Camarillo – Principal in Charge
- Potable Water Model for Irvine Ranch Water District – Principal in Charge
- Water Master Plan for the City of Norwalk – Principal in Charge
- Water Model Development and Calibration for Mesa Water District – Principal in Charge
- Water Master Plan for the South Montebello Irrigation District - System Model and Evaluation (2) – Project Manager
- Water Master Plan for the City of Monterey Park – Principal in Charge
- Water Master Plan Update for the City of Ontario – Project Manager
- Water Master Plan for the City of Seal Beach (2) – Principal in Charge / Project Manager
- Water Distribution System Master Plan for the City of Port Hueneme– Principal in Charge
- Water Master Plan for the City of Manhattan Beach 200 – Project Manager
- Water Master Plan for the City of Whittier– Project Manager
- Water Master Plan Update for the City of Arcadia (2) – Project Manager
- Water Master Plan Update for the City of San Clemente (3) – Project Manager
- Water Master Plan Update for the City of San Clemente (2) – Project Engineer / Project Manager
- Water Master Plan for the City of Corona - Project Manager
- Water Master Plan for the City of El Segundo - Project Manager
- Water Master Plan for the City of San Juan Capistrano (2) – Project Manager
- Water Master Plan Update for the City of Inglewood - Project Manager
- Water Master Plan for the Tri-Cities Municipal Water District - Project Manager
- Water Master Plan for the Montebello Land and Water Company – Project Manager

# JON NITTA, P.E.

**PROJECT ENGINEER**

**20 YEARS OF EXPERIENCE**
**20 YEARS WITH AKM**



PROFESSIONAL REGISTRATION

Registered Civil Engineer, California (C69987)
NASCCO PACP, MACP, LACP (U-1106-4046)

EDUCATION

Bachelor of Science, Civil Engineering
University of California, Los Angeles

Mr. Nitta is a Senior Engineer with AKM Consulting Engineers. He is an expert in developing calibrated hydraulic models and conducting system analyses using those models. He served as a Project Engineer or a Lead Engineer for the preparation of potable water, recycled water and sewer master plans; conducted alignment and feasibility studies for numerous pipeline projects, as well as condition assessment of linear and vertical assets for public agencies. His experience includes:

- Water Master Plans and Updates (16)
- Recycled Water Master Plans and Updates (9)
- Development of Hydraulic Models
  - GIS Geodatabase and Model Geometry
  - Development of Diurnal Patterns (Seasonal)
  - Demand Allocation
  - Model Calibration to Field and SCADA Data
  - System Hydraulic Analysis
  - Model Manual Development
  - Capital Improvement Program
- Recycled Water Market and Demand Assessment
  - Evaluation of Irrigation and Commercial Customers
  - Analyze System Supply Restrictions
  - Evaluate Time-of-Use Operations
  - Comparison to Potable Water Costs
- Likelihood of Failure, Consequence of Failure, and Risk Assessments (Artificial Intelligence and Machine Learning)
- Conducted Hydraulic Analyses Leading to Pump Selections for Pump Stations and Wells
- Water and Sewer Rate Studies
- Recycled Water Pipeline Plan Preparation, Specification and Estimates
- Evaluation of Efficiencies of Pall Backflow Microfiltration System Operations

His experience related to this project and its service area includes:

- Water Master Plan Update for Bellflower Somerset Mutual Water Company – Project Engineer
- Water Master Plan for the Long Beach Water Department – Project Engineer
- Water Master Plan Update for the City of Ontario (20) – Project Engineer
- Water Master Plan Update for the City of Buena Park – Project Engineer
- Water Master Plan for the City of Camarillo – Project Engineer
- Water Model Development and Calibration for Mesa Water District – Project Engineer
- Water Master Plan for the City of Norwalk – Project Engineer
- Potable Water Model for Irvine Ranch Water District - Project Engineer
- Water Master Plan and Update for the City of Seal Beach – Project Engineer
- Water Distribution System Master Plan for the City of Port Hueneme – Project Engineer
- Water Master Plan for the City of Manhattan Beach – Project Engineer
- Water Master Plan Update for the City of Whittier – Staff Engineer
- Initial Distribution System Evaluation for the City of San Clemente - Project Engineer
- Special Study of a Planned Outage for the City of San Clemente - Project Engineer
- Water Master Plan Update for the City of San Clemente – Staff Engineer
- Water Master Plan for the City of El Segundo – Staff Engineer
- Water Master Plan Update for the City of Glendora – Staff Engineer
- Water Master Plan for the City of Inglewood – Staff Engineer

# HALY HERRERA, P.E.

## LEAD ENGINEER – HYDRAULIC MODEL UPDATE AND HYDRAULIC ANALYSES

**8 YEARS OF EXPERIENCE**
**8 YEARS WITH AKM**



PROFESSIONAL REGISTRATION

RCE, CA C92354

NASSCO PACP, MACP, LACP (U-1014-06022537)

EDUCATION

Bachelor of Science, Environmental Engineering - University of California, Irvine

Ms. Herrera is an Associate Engineer for AKM Consulting Engineers. She has been responsible for the development of calibrated hydraulic models for recent water and recycled water master plans completed by AKM. Ms. Herrera was responsible risk analysis for Long Beach Water Department and Bellflower Somerset Mutual Water Company horizontal assets, utilizing artificial intelligence and machine learning technologies. Her experience includes:

- Water and Recycled Water Master Plans
- Development of Hydraulic Models
  - GIS Geodatabase and Model Geometry
  - Development of Diurnal Patterns (Seasonal)
  - Demand Allocation
  - Model Calibration to SCADA and Field Data
  - System Hydraulic Analysis
  - Model Manual Development
  - Capital Improvement Program
- Recycled Water Market and Demand Assessment
  - Evaluation of Irrigation and Commercial Customers
  - Analyze System Supply Restrictions
  - Evaluate Time-of-Use Operations
  - Infrastructure and production cost evaluation
  - Sewer Diversion and Water Treatment Improvement Cost Alternatives
- Vertical Asset Register Population
- Likelihood of Failure, Consequence of Failure, and Risk Assessments (Artificial Intelligence and Machine Learning)
- Skilled in InfoAsset Planner (formally InfoMaster) Software
- Water Quality Analyses

Her experience related to this project and its service area includes:

- Water Master Plan for Long Beach Water Department - Staff Engineer
- Water Master Plan for Bellflower Somerset Municipal Water Company - Staff Engineer
- Water Master Plan for the City of Buena Park – Staff Engineer
- Water Master Plan for the City of Camarillo – Staff Engineer
- Water Model Development and Calibration for Mesa Water District – Staff Engineer
- Water Master Plan for the City of Norwalk – Staff Engineer
- Water Model Update for Montebello Land and Water – Project Engineer
- Arantine Hills Water System Study for the City of Corona – Project Engineer
- Recycled Water Optimization Study for Moulton Niguel Water District – Staff Engineer
- Recycled Water Master Plan for Moulton Niguel Water District – Staff Engineer
- Recycled Water System Model Update and Calibration for the City of San Clemente – Lead Engineer
- Non-potable Water Model for Irvine Ranch Water District – Staff Engineer
- Palos Verdes Lateral Feasibility Study for West Basin Municipal Water District – Lead Engineer

# JOHN ROBINSON, EIT

**Grant Preparation**

**25 YEARS OF EXPERIENCE**



PROFESSIONAL REGISTRATION

Engineering-in-Training, CA

2016 Recycled Water Advocate of the Year - WateReuse AWWA Cross Connection Control Specialist

AWWA Backflow Prevention Assembly Tester

EDUCATION

B.S., Civil Engineering CSU, Long Beach

John has more than 25 years of experience in engineering consulting, construction management, project leadership/project management, operational/fiscal management and market sector strategy development focused most recently on obtaining local, State and Federal grants and/or loans for public agencies and special districts.

He assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SFR) Proposition 50, State Water Resources Control Board (SWRCB) Proposition 13, Department of Water Resources Proposition 84 Rounds 1-3, Metropolitan Water District of Southern California Local Resources Program and Recycled Water Retrofit Pilot Program monies in order to complete the approximately $175 million of recycled water projects for clients in southern California. He assisted in completing the coordination with the funding agency on behalf of clients including monthly reports, progress deliverables, proposed financial breakdowns and coordinating field meetings.

John has worked on recycled water retrofits and has completed over 850 recycled water customer conversions (i.e. water through the meter), as well as completed and additional 2,500 recycled water customer conversion assessments. He specializes in assisting clients with identifying and assessing customers, evaluating potential non-potable reuse system components as well as managed the customer development for all customer conversions; developed recycled water conversion plans worked with customers and developed conversion construction costs. John has developed and conducted training seminars for both client staff as well as end use customers. He is particularly adept at working closely with DDW and LA-DPH for coordination of site issues and approvals and he understands how to make the regulatory approval process go smoothly.

- As-Needed Grant Writing Assistance, West Basin Municipal Water District - John provided as-needed grant writing assistance and technical writing services on 8 grant applications, with over $1.4 million in funding. Applications were submitted to U.S. Bureau of Reclamation (USBR) and DWR. In August 2014, USBR awarded funding in the amount of $150,000 for West Basin's Subsurface Intake Study under its highly- competitive Desalination and Water Purification Research Program.
- Program Management Team Member for the San Gabriel Valley Recycled Water Demonstration Project for the Upper San Gabriel Valley Municipal Water District - Assisted the District to implement a multi-million-dollar program with over $8M of grants provided by USBOR, SWRCB and MWD on the behalf of Upper San Gabriel Valley Municipal Water District.
- Project Manager, Rose Hills Recycled Water Project Phase I –Pipeline and Conversion, Rose Hills Memorial Park and Mortuary - Mr. Robinson assisted in obtaining DWR Proposition 84 funding of $0.5M.
- Program Manager, Recycled Water Demonstration Project, Foothill Municipal Water District (FMWD) - Mr. Robinson assisted in obtaining DWR Proposition 84, Round 2 of $1.48M.
- Program Management, Central Basin Municipal Water Districts Water Reclamation Program - Mr. Robinson assisted in obtaining and managing the $25 million of funding from U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SFR) Proposition 50, State Water Resources Control Board (SWRCB) Proposition 13 and Metropolitan Water District of Southern California Local Resources Program funding.
- Project Manager, Regional Recycled Water Distribution System Facilities, Inland Empire Utilities Agency, CA - Mr. Robinson assisted in obtaining and managing the $80 million of funding from U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SRF) Proposition 50, and Metropolitan Water District of Southern California Local Resources Program monies in order to complete this program.

# HARITHA VENDRA, P.E.

**GIS**

**OVER 12 YEARS OF EXPERIENCE**

PROFESSIONAL REGISTRATION
GISP 90290

GIS Professional with over 12 years of experience in GIS, and hydraulic modeling. Technical Lead for several GIS data migration, and conversion project.

Skill Set

- GIS Desktop and Extensions – ArcGIS Pro, ArcGIS Desktop 10.3.1, extensions - Data reviewer, Spatial Analyst, 3D Analyst, AutoCAD Map
- GIS Databases – ArcSDE (MS-SQL Server, Oracle), ArcGIS Personal, Work Group and File Geodatabase, SQL Spatial; Expertise in Esri's Local Government data model and related apps.
- GIS Server – AGOL, Portal, ArcGIS Server
- GPS – Trimble GeoXH Series, GPS Analyst, GPS Pathfinder Office, Esri ArcPAD
- GIS Skills –Data conversion standard development; Spatial Analysis using 3D, raster and vector data, Utility network analysis; Route analysis; Data migration; Quality Assurance / Quality Control; Metadata Development; Setting up multi-user geodatabases with a versioned environment, Developing workflow for users to edit, maintain, and publish geodatabase; User Needs Analysis, Specs development; GIS task automation; GIS software installation and testing.
- Programming – Python, XML, HTML
- Project Management –Microsoft Project, Workflow development in Microsoft Visio, Evernote, Microsoft Office
- RDBMS – SQL Server, Oracle
- GIS Integrations – with Hydraulic models; CMMS (Lucity, Hansen); SCADA systems; Customer Information Systems.
- Hydraulic Modeling – EPANet, InfoWater, InfoSewer, WaterGEMS, WaterCAD, StormCAD, SewerCAD, HEC-RAS, HEC-HMS
- Other Software – Mapplet, Field Mapplet, MapLibrary; Google Earth, AutoCAD

- Irvine Ranch Water District GIS Conversion - DCSE has converted the Irvine Ranch Water District's GIS for basemap, potable water, wastewater, and recycled water from legacy GIS format and As-Builts to Geodatabase. Ms. Vendra was responsible for analyzing the District's existing data and developing a migration plan from coverage format to Geodatabase. She was also involved in the Geodatabase design. Ms. Vendra worked on developing specs for the District's editing tools. She assisted in the setup of the District's GIS environment in ArcSDE.
- Contra Costa Water District - DCSE has converted the Contra Costa Water District's water system data in Micro station drawing format to GIS. Ms. Vendra worked on the District's Geodatabase design, and coordinated the data conversion efforts. Ms. Vendra also coordinated on communications for the project, by ensuring timely resolution of anomalies during conversion.
- City of Glendale Water System GIS - DCSE has converted the City of Glendale's water system from Shapefile format to Enterprise Geodatabase. Ms. Vendra was involved in conducting a Needs Assessment for the City. She worked on the Geodatabase design, and composed a migration plan for the data. Further to the migration of data to Geodatabase format, Ms. Vendra coordinated the efforts to update the City's GIS from various data sources (redlines, As-Builts, and work orders) She was responsible for printing 30 Atlas books at 250 scale for the City. Designed workflow for the City staff to update their Geodatabase in multi-user, versioned environment.
- City of Oceanside CMMS –GIS Integrations - Ms. Vendra worked on mapping the GIS to CMMS, and setting up the unique IDs for linking between CMMS and GIS. She also developed workflows for synchronizing GIS and CMMS tables, and provided the City with documentation and training.
- Moulton Niguel Water District Asset Management Enabled GIS - DCSE developed an asset management enabled geodatabase for the Moulton Niguel Water District. As part of this project, DCSE also developed a robust synchronization tool that keeps the GIS data and the assets data in sync. Ms. Vendra was responsible for developing the specs of the tool, testing, and installation and training at client site.

# *Experience and References*

AKM Consulting Engineers has a long and distinguished track record in the performance of quality engineering services, specifically, in the areas of water and recycled water system master planning, system analysis, system hydraulic and condition assessment, facility design and associated construction support/construction management.

Specific examples of AKM's experience follow. These projects are representative of the types of work that the team members have completed, and are directly relevant for consideration within the content of the proposed projects. All projects were performed by the individuals listed for assignment and required a level of performance and addressed technical issues similar to those required by the City's project. AKM was the "Prime" on the projects listed, and they were completed within budget and schedule.

**WATER MASTER PLAN**
**BELLFLOWER-SOMERSET MUTUAL WATER COMPANY**
10016 FLOWER STREET,
BELLFLOWER, CA 90706
**CONTACT:** STEVE LENTON
GENERAL MANAGER
(562) 866-9980
STEVE@BSMWC.COM
**CONTRACT AMOUNT:** $ 247,160
**YEAR COMPLETED:** 2021
**AKM STAFF:** Z. KAYIRAN (PIC), D. PAY (PM),
J. NITTA (PROJECT ENGINEER),
H. HERRERA (PROJECT ENGINEER)

The Bellflower-Somerset Mutual Water Company (BSMWC) provides potable water service to its 2,350 acre service area, all within the corporate boundaries of the City of Bellflower (City). The service area covers approximately 60 percent of the land within the City. BSMWC also wheels water through its system to the Bellflower Municipal Water System (BMWS) service areas and the Bellflower Home Garden Water Company (BHGWC) service area.

The current service area population estimate is 49,229 with 7,635 service connections. The potable water system consists of one closed pressure zone, 83.4 miles of pipeline ranging in size from 2-inches to 20-inches in diameter, 1 reservoir, 1 booster pump station, and 8 wells. The existing water production is about 5,800 AFY and imported water is only used as an emergency backup supply.

AKM created a hydraulic model in InfoWater using the BSMWC's current Water GIS, as-built plans, recent water sales information, the latest land use information, and current operational settings. A system diurnal pattern was developed from SCADA data, and diurnal patterns for high water users were developed after installing Meter Master equipment on the service meters. The model calibration effort included the installation of 18 portable pressure data loggers. Adjustments were made to the model such that the model pressures were within 5% of the field data and the model reservoir levels were within 1 foot of the SCADA data. Extended period analyses were run for average day, maximum day and maximum day plus fire flow conditions. Performance evaluation criteria was developed and then used to conduct the hydraulic analyses of the existing system and identify areas of low pressures and high velocities in the distribution system.

AKM conducted condition assessment of the reservoir, booster pump station, and wells, based upon field inspections, review of maintenance / repair and staff interviews, and provided improvement recommendations, which addressed operational and condition issues.

AKM also conducted a risk assessment of the water pipelines. Likelihood of failure (LoF) scores was developed by Fracta using artificial intelligence, machine learning technology. Consequence of failure (CoF) elements and scores were developed and used along with the LoF scores within InfoAsset Planner, an ArcGIS based asset integrity management and capital planning software package, to conduct the risk analysis. A risk matrix was developed to determine recommended actions for each pipe.

**Similarities to Water Master Plan Update, Scope of Work**

- Development of potable water system hydraulic model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Tied billing data to parcels for demand allocation
- Conducted supply and storage analyses
- Conducted existing and future system analyses under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors

- Condition assessment of vertical water facilities
- Risk analysis of horizontal assets utilizing InfoAsset Planner
- Developed Capital Improvement Project recommendations

**WATER MASTER PLAN UPDATE**
**CITY OF ONTARIO**
**MUNICIPAL UTILITIES COMPANY**
1425 S. BON VIEW AVENUE,
ONTARIO CA 91761
**CONTACT:** MR. DENNIS MEJIA,
UTILITIES ENGINEERING DIVISION MANAGER
(909) 395-2682
dmejia@ci.ontario.ca.us
**A/E FEES**: $298,000
**YEAR COMPLETED**: 2020 (UPDATE) 2012 (ORIGINAL) **AKM STAFF:** Z. KAYIRAN (PM), D. PAY (PE), J. NITTA (LEAD ENGINEER), H HERRERA (STAFF ENGINEER)

The City of Ontario provides water service to an area 31,345 acres. The existing population is 182,900 and is primarily concentrated in the northern portion of the City, referred to as the Original Model Colony. The southern portion of the City (Ontario Ranch) primarily consists of agricultural land uses but is planned to be developed over the next 20 years. With the development of Ontario Ranch, the ultimate City population is estimated at 372,000.

The existing potable water system consists of five (5) pressure zones, 584 miles of transmission and distribution pipe ranging in size from 2-inches to 42-inches in diameter, seventeen (17) active wells, twelve (12) reservoirs, six (6) active booster pump stations, 15 pressure reducing stations, seven (7) imported water connections, two (2) ion exchange treatment facilities, and 36,000 water service connections. The existing potable water demand is 33,200 AFY, which is supplied by 10,400 AFY of imported water and 22,900 AFY of local groundwater. Potable water demand will increase to 57,610 AFY at ultimate development of the service area. The City extracts groundwater from the Chino Groundwater Basin, and purchases imported water from the Water Facilities Authority and the Chino Basin Desalter Authority.

In conjunction with City staff, AKM developed detailed water use estimates for the City's ultimate expected population. A number of resources were used to develop demand estimates for each type of land use specified in the City's latest General Plan. A technical memorandum was submitted detailing each step taken in developing the demand factors.

AKM created a new hydraulic model in InfoWater using the City's current Water GIS, as-built plans, recent water sales information, the latest General Plan land use, and current well, booster pump station, and pressure regulating station operational settings. Diurnal patterns for each pressure zone were developed from SCADA data, and diurnal patterns for high water users and residential usage were developed with the City's advanced metering infrastructure (AMI). The model calibration effort included the installation of 30 portable pressure data loggers. Adjustments were made to the model such that the model pressures were within 5% of the field data and the model reservoir levels were within 1 foot of the SCADA data.

The City's criteria was updated and then used to conduct analyses of the existing system. Extended period analyses were run for average day, maximum day and maximum day plus fire flow conditions.

AKM is also Ontario's on-call consultant for maintaining the water system model, and often perform future system analyses and fire flow runs for the City.

**Similarities to Water Master Plan Update, Scope of Work**

- Development of potable water system hydraulic model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Tied billing data to parcels for demand allocation
- Conducted supply and storage analyses
- Conducted existing and future system analyses under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Developed Capital Improvement Project recommendations

**WATER DISTRIBUTION SYSTEM MASTER PLAN**
**LONG BEACH WATER DEPARTMENT**
1800 E. WARDLOW ROAD,
LONG BEACH, CA 90805
**CONTACT:** JINNY C. HUANG-UY, P.E.,
SENIOR PROGRAM MANAGER
(562) 570-2346
JINNY.HUANG@LBWATER.ORG
**CONTRACT AMOUNT:** $ 484,820
**YEAR COMPLETED:** 2020
**AKM STAFF:** Z. KAYIRAN (PIC),
D. PAY (PM), J. NITTA (PE),
. HERRERA (STAFF ENGINEER)

Long Beach Water Department's water service area covers 50 square miles (32,000 acres). The current population estimate is 490,000 with 93,414 service connections. The sources of supply consist of groundwater from the Central Basin and imported water from Metropolitan Water District through Central Basin Municipal Water District connections. The system has two pressure zones, the Main Zone and the Boosted Zone. The Main Zone includes two tank farms, the Alamitos Tank Farm including 21 potable 3.3 MGD reservoirs (69.3 MGD total) and JW Johnson Tank Farm with 12 potable 3.3 MGD reservoirs (39.6 MGD total) maintaining hydraulic pressures. The Main Zone is supplied by a combination of imported water and groundwater treated and the Long Beach Groundwater Treatment Plant. The 32nd Street Booster Pump Station primarily utilizes water from the Alamitos Tank Farm to pump water into the Boosted Zone.

AKM developed a calibrated hydraulic water model in InfoWater using LBWD's GIS database, as-built drawings, billing data, SCADA data, and AMI data. Meter Master equipment was used to develop customer-specific diurnal patterns for high water users in the distribution system. The Boosted Zone was used to develop a residential pattern, as this area is predominantly residential. Diurnal patterns for commercial, institutional, irrigation, and mixed-use customers were developed from AMI data and SCADA data flow patterns after removing the high-water users and residential customers from the calculations. The model was calibrated with the support of the SCADA data and 40 additional pressure data loggers that were dispersed throughout the system during the calibration period (June – July 2019). AKM analyzed the system with extended period simulations for existing minimum, average, and maximum day scenarios, including peak hour demands and fire flow analyses. A future maximum day scenario was generated to include known developments throughout Long Beach. Recommended improvement projects were developed to mitigate capacity deficiencies using the future maximum day scenario.

AKM also developed a scenarios to simulate a temporary shut-down of facilities so that large valves could be replaced at the Groundwater Treatment Plant. These scenarios were utilized to deterimine if major sources of supply could be shut down while still maintaining system pressures and a high level of service to LBWD customers. Using alternative sources of supply and modified capacities of groundwater from the treatment plant, AKM developed multiple scenarios and provided options on best-practice strategies for the temporary shut-down.

AKM oversaw a desktop risk assessment of LBWD's water distribution system conducted by Pure Technologies. This analysis included a Data Gap Analysis, which found any data inaccuracies in the GIS database, as well as any anomalies within the historic break data. Then a Risk Assessment was conducted by Pure Technologies, which included a Likliehood of Failure analysis using machine learning to predict future breaks, and a Consequence of Failure analysis using the triple-bottom-line approach. The information from the Risk Analysis was utilized to develop a comprehensive replacement program for LBWD to continue improving their system in an efficient manner and reduce any unforseen pipe failures in their system. AKM coordinated all progress meetings and workshops held throughout the project and obtained a high level of communication between all parties to ensure the developed analysis met all the expectations of LBWD.

**Similarities to Water and Recycled Water Master Plan, Scope of Work**

- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Risk analysis of horizontal assets
- Developed water demand factors
- Developed Capital Improvement Project recommendations

**WATER MASTER PLAN**
**CITY OF BUENA PARK**
6650 BEACH BLVD.,
BUENA PARK, CA 90622
**CONTACT:** MS. IRIS LEE, PE, CURRENTLY DEPUTY PUBLIC WORKS DIRECTOR / CITY ENGINEER FOR CITY OF SEAL BEACH
(562) 431-2527 X 1322
**A/E FEES:** $387,000
**YEAR COMPLETED:** 2018
**AKM STAFF:** Z. KAYIRAN (PIC), D. PAY (PM), J. NITTA (ASSET. MANAGEMENT), J LOAGUE (CONDITION ASSESSMENT), H. HERRERA (STAFF ENGINEER)

Buena Park's water system service area covers 6.600 acres, with an existing population of 84,000 and 19,400 services. The sources of supply consist of groundwater from Orange County Groundwater Basin, and imported water through four connections to MWDOC's West Orange County Feeder. The system has one large open zone (Zone 1) with the 20 mg Rosecrans Reservoir providing hydraulic control, normally served by wells; and four (4) closed zones normally served by OC-25 Turnout off the WOCF. Rosecrans Booster Pump Station, located adjacent to the 20 mg reservoir can supply the closed zones when the imported water supply is out.

AKM prepared the system model from GIS, supplemented by as-built drawings, and billing data tied to specific parcels. Two diurnal demand patterns were developed. Customer specific diurnal curves were developed using Meter Master equipment, which were separated out from the zonal diurnal curves. AKM calibrated the model with the use of SCADA data and field pressures recorded with the use of 35 data loggers collected in August and September 2017. AKM analyzed the system with extended period average day, and maximum day demand periods, including peak hour, as well as maximum day demands with fire flows. AKM developed mitigation projects for all identified capacity deficiencies.

AKM conducted what-if scenario analyses including: Loss of Rosecrans Reservoir, serving Zone 1 with the wells as a closed zone; Loss of MWD Supply, serving the closed zones with the Rosecrans Pump Station (7-day analysis); Providing ire flow to an area on the east side of the system from a connection with the City of Fullerton; Combining the lowest closed zone with Zone 1; Providing redundant supply to a closed zone; and Combining the two lowest closed zones into a single zone. Improvement recommendations were developed for all identified deficiencies.

AKM conducted condition assessment of the Rosecrans Reservoir, as well as all wells (the booster pump station was under construction during the project), based upon field inspections, review of maintenance / repair and staff interviews, and provided improvement recommendations, which addressed operational and condition issues.

AKM conducted an analysis of the horizontal assets' likelihood of failure (LoF) by evaluating the remaining useful life (RUL) of the pipe network. Buena Park's water system pipe data was inputted into Innovyze's InfoMaster capital planning software. The failure/deterioration tools within InfoMaster evaluated the City's pipe break historical data to calculate the survival probability curve. The anticipated useful life was developed for each pipe material within the City, utilizing these results.

**Similarities to Water Master Plan, Scope of Work**

- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Tied billing data to parcels for demand allocation
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Condition assessment of vertical water facilities
- Analysis of horizontal assets utilizing InfoMaster capital planning software
- Developed Capital Improvement Project recommendations

**WATER MASTER PLAN**
**CITY OF CAMARILLO**
601 CARMEN DRIVE, CAMARILLO, CA 93010
**CONTACT:** LUCIA MCGOVERN, DEPUTY DIRECTOR/ENVIRONMENTAL ENGINEER – (805) 388-5334
LMCGOVERN@CI.CAMARILLO.CA.US
**A/E FEES:** $303,000
**YEAR COMPLETED:** 2016
**AKM STAFF:** Z. KAYIRAN (PM), D. PAY (PE), J. NITTA (STAFF ENGINEER), J. LOAGUE (STAFF ENGINEER) H. HERRERA (STAFF ENGINEER)

Camarillo's water system service area covers 6.200 acres, with an existing population of 43,000. The sources of supply consisted of groundwater from Fox Canyon Aquifer (42%) and imported water through Calleguas Municipal Water District (58%). The City had been planning the North Pleasant Valley Desalter (NPVD) project to use groundwater for its entire supply. The NPVD project will also mitigate the rising groundwater levels and lower the total dissolved solids to make it suitable for potable use.

AKM created the model of the potable water system from GIS, as built plans, and water billing records; calibrated the model with the use of SCADA data, field pressure recordings, and hydrant flow tests; conducted analyses of the system with the existing and future demands; assessed the condition of the system's assets; formulated a capital improvement program to mitigate existing deficiencies, provide for future demands, and mitigate the condition deficiencies; and prepared of the Master Plan Report. AKM evaluated the system operation with imported supplies only, as well as with groundwater supplies following the construction of the NPVD project.

AKM conducted condition assessment of all reservoirs, wells, and pump stations based upon physical inspections, review of maintenance/repair records, and staff interviews, and provided improvement recommendations, which addressed operational and condition issues. AKM also evaluated the transmission and distribution pipes based upon break history and pipe age.

**Similarities to Water Master Plan, Scope of Work**

- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Tied billing data to parcels for demand allocation
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Condition assessment of vertical water facilities
- Developed Capital Improvement Project recommendations

**WATER RESOURCES MASTER PLAN UPDATE**
**IRVINE RANCH WATER DISTRICT**
15600 SAND CANYON AVENUE,
IRVINE, CA 92619
**CONTACT:** BARKEV MESERLIAN, MANAGER OF ENGINEERING AT WEST BASIN MUNICIPAL WATER DISTRICT
(310) 660-6223
BARKEVM@WESTBASIN.ORG
**A/E FEES:** $500,000
**YEAR COMPLETED:** 2015
**AKM STAFF:** Z. KAYIRAN (PM), D. PAY (PE), J. NITTA (STAFF ENGINEER), S. PATTERSON (FIELD DATA COLLECTION)

AKM was responsible for preparation of IRWD's potable water system model, the Potable Water System Hydraulic Model Report, and updates to IRWD's Water Resources Master Plan. The hydraulic model included 22 open pressure zones, 5 closed zones, and 58 pressure reduced zones as well as 1,332 miles of transmission and distribution piping, 36 reservoirs, 35 booster pump stations, 26 wells, 15 imported water supply turnouts, 137 pressure regulating stations and 11 flow control facilities. Water consumption data, geocoded water meter locations, and Theissen polygons were utilized to distribute and apply demands to the model junctions. Ten (10) diurnal use curves were developed from SCADA data and individual high water user diurnal flow information to account for different water use patterns throughout the study area. The model was calibrated based upon SCADA data and field pressure records obtained through fifty-one (51) data loggers over the calibration period.

The existing system was evaluated with average day and maximum day demands, which included the peak hour demands. The system was also evaluated with maximum day demand plus fire flow conditions. Hydrant flow tests were conducted in the model identified fire flow deficiency areas. The tests verified the model identified deficiencies in many areas. Where the field data did not match the model results, as-built records were reviewed, which discovered incorrect GIS data. The analyses were re-run with the corrected geometry, which then matched the field data closely. Fire flow deficiency mitigation recommendations included adjustments to PRS settings.

The existing and future system capabilities were evaluated during two (2) emergency events: the outage of the Metropolitan Water District of Southern California (MWD) Diemer Treatment Plant and the outage of the Dyer Road Well Field (IRWD's primary groundwater supply) 54-inch transmission line. The analysis showed that system could not recover if the Diemer Plant outage is unplanned and Zone 1 Reservoir level is lower than 21 feet at the start of the outage with future demands. Unplanned outage of the Dyer Road Wellfield resulted in a similar deficiency. The results of the hydraulic analyses were utilized to update IRWD's capital improvement program.

**Similarities to Water Master Plan, Scope of Work**

- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Developed Capital Improvement Project recommendations

**WATER MASTER PLAN**
**CITY OF NORWALK**
12700 NORWALK BLVD.,
NORWALK, CA 90650
**CONTACT:** GRISSEL CHAVEZ, PUBLIC SERVICES SUPERINTENDENT (CURRENTLY DIRECTOR OF SAFETY FOR THE CITY OF NORWALK)
(562) 929 – 5729
**A/E FEES:** $120,718
**YEAR COMPLETED:** 2014
**AKM STAFF:** Z. KAYIRAN (PM), D. PAY (PE), J. NITTA (STAFF ENGINEER), J. LOAGUE (STAFF ENGINEER), H. HERRERA (STAFF ENGINEER), S. PATTERSON (FIELD DATA COLLECTION)

The Norwalk Municipal Water System (NMWS) serves an estimated population of 18,500 through 5,362 service connections in portions of the City of Norwalk, the City of Artesia, and a small unincorporated Los Angeles County area. Golden State Water Company, Park Water Company, the City of Santa Fe Springs and the City of Cerritos provide water service to the remaining areas of the City. The service area covers 1,331 acres (2.1 square miles) and includes nine non-contiguous areas. The existing water system facilities include approximately 291,800 feet (55.3 miles) of distribution water mains, 3 operating wells, 7 interconnections, 1 imported water connection, 9 emergency interconnections, 5 pressure regulating stations. The system also includes a High Pressure Fire Pipeline System, which was constructed to serve fire flows to portions of the Central and West Service Areas, provide domestic supply to the Central Service Area through pressure regulating stations, and provide emergency backup to the West Service Area. The distribution system is made up of mostly cast iron pipe and asbestos cement pipe. The total demand is 2,134 acre feet per year (AFY)

The scope of work included developing a hydraulic system model based on the City's existing water map in AutoCAD; allocating the existing system demands by connecting water sales data to parcels; developing diurnal demand curves based upon collected flow meter data; calibrating the hydraulic model utilizing pressure data collected utilizing data loggers and data from fire hydrant flow tests conducted; developing system criteria; conducting existing and future system analyses; preparing a phased and prioritized CIP; and preparing a Master Plan report.

This project also involved field investigation and analysis of a surging problem experienced in the City's High Pressure Zone. The causes of the surges were identified through installation of pressure data recorders at the import water connection location and field testing to simulate the unintended shut down of one of the system wells. Based on field testing and analysis of results, detailed recommendations to remedy the surge issue were made in the Master Plan.

**Similarities to Water Master Plan, Scope of Work**

- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Developed Capital Improvement Project recommendations

**WATER MODEL DEVELOPMENT, CALIBRATION, & SYSTEM ANALYSES**
**MESA WATER DISTRICT**
1965 PLACENTIA AVENUE,
COSTA MESA, CA 92627
**CONTACT:** KARYN IGAR, SENIOR CIVIL ENGINEER
(949) 631-1291
**CONTRACT AMOUNT:** $ 123,000
**YEAR COMPLETED:** 2014
**AKM STAFF:** Z. KAYIRAN (PIC), D. PAY (PM), H. HERRERA (STAFF ENGINEER)

Mesa Water District's water system consists of a single closed zone primarily supplied by groundwater from the Colored Water Treatment Plant, and groundwater wells, all located in the north portion of the service area. Because of their distance from the southerly part of the service area, the wells and the treatment plant pumps have to be operated at higher pressures (90 to 100 psi). Two forebay reservoirs and pump stations on the south side of the system are used to boost pressures in this area during high demand periods.

AKM was responsible for updating the District's existing hydraulic model with new well and pump station information; collecting SCADA and field data for use in calibrating the model; developing diurnal curves (spring, summer, fall, and winter weekday and weekend); and documenting the model enhancements along with the calibration method and results. Thirteen (13) portable flow meters were placed in the field to monitor the usage patterns of the District's high water use customers. Portable pressure data loggers (11) were installed to calibrate the model pressures to actual field pressure data. Hydraulic analyses completed included average day, maximum day, maximum day plus fire flow runs as well as a pressure zone analysis and water age analyses with various operating scenarios, and water quality analysis with the average day and minimum day demands.

AKM conducted a Pressure Zone Analysis, which evaluated the feasibility of creating a new zone in the southerly portion of the system. This involved designating three (3) wells operating at lower pressures (40 psi) and providing supply to Reservoir 1 utilizing an existing 30-inch diameter transmission main, and pumping from Reservoir 1 into a new closed zone on the south side of 19th Street. The cost-benefit analysis showed that it was not feasible to create a separate pressure zone on the south side of the system. AKM recommended revisions to the District's operations to provide greater efficiency of its pump station at Reservoir 1, which minimized recirculation of water in this closed system.

As part of this project, AKM conducted water age analyses under various operating conditions and recommended consideration of reservoir management systems to improve water quality.

AKM also prepared water quality models and conducted chlorine residual analyses with the minimum day and average day demands. Seven (7) areas of low chlorine residuals were identified, where Mesa Water District conducted low demand period flushing to mitigate the problem.

**Similarities to Water Master Plan, Scope of Work**

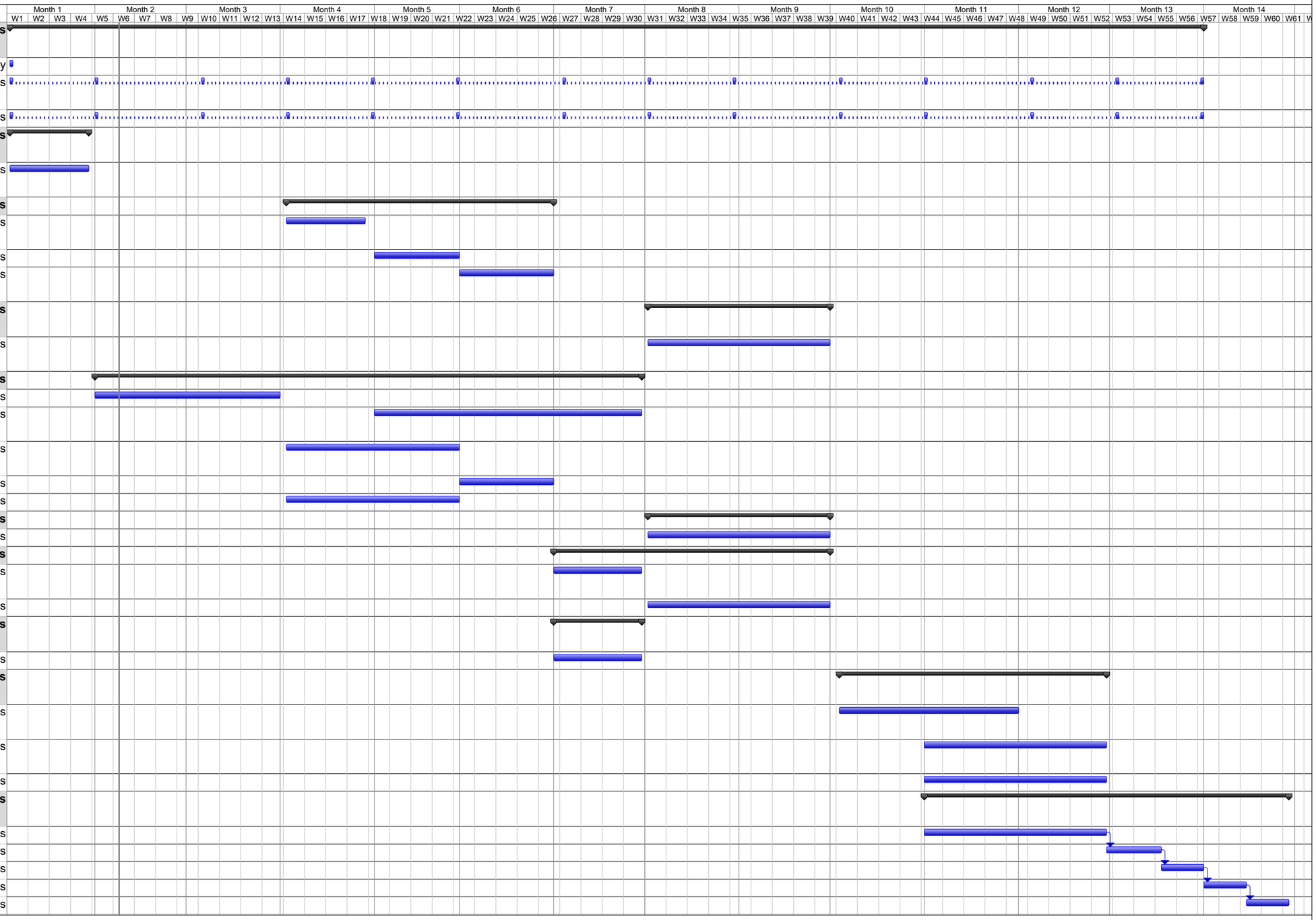
- Development of potable hydraulic water model using InfoWater software, including model geometry, demand allocation, and generation of diurnal patterns.
- Conducted supply and storage analyses
- Conducted existing and future system analysis under maximum day plus fire conditions
- Established evaluation criteria
- Developed water demand factors
- Developed Capital Improvement Project recommendations

# *Project Schedule*

AKM's proposed project schedule is illustrated on the following page. It has been developed based on the developed Scope of Work. The schedule is contingent upon implementation of the scope of work as contained within this proposal and the receipt of requested information in a timely manner. Changes to the scope may affect the project schedule. However, it is acknowledged that time is and will remain of the essence throughout the course of the work. Correspondingly, all schedule modifications will be treated in a manner reflecting this consideration. AKM Consulting Engineers has the resources to accomplish the anticipated work within the schedule shown.

**City of Monterey Pary**
**Water Master Plan**
**Proposal - November 2021**

| ID | Task Name | Duration |
|---|---|---|
| 1 | **Task 1 Project Management, Communication, and Meetings** | **281 days** |
| 2 | 1.1 Project Kick-off Meeting | 1 day |
| 3 | 1.2 Monthly Project Coordination Meetings | 14 days |
| 4 | 1.3 Monthly Project Updates | 14 days |
| 5 | **Task 2 Assemble and Review Water System Data** | **20 days** |
| 6 | 2.1 Assemble and Review Water System Data | 20 days |
| 7 | **Task 3 Water Demand Projections** | **64 days** |
| 8 | 3.1 Current and Projected Water Demands | 20 days |
| 9 | 3.2 Water Duty Factors | 20 days |
| 10 | 3.3 Peaking Factors and Diurnal Patterns | 23 days |
| 11 | **Task 4 Evaluate Water Source and Treatment Needs** | **44 days** |
| 12 | 4.1 Evaluate Water Source and Treatment Needs | 44 days |
| 13 | **Task 5 Update Computer Model** | **130 days** |
| 14 | 5.1 Model Geometry and Connectivity. | 45 days |
| 15 | 5.2 Model Demand, Diural Patterns, and Allocation | 64 days |
| 16 | 5.3 Facility Input Data and Operational Controls | 41 days |
| 17 | 5.4 Fire Flow Assignments | 23 days |
| 18 | 5.5 Model Calibration | 41 days |
| 19 | **Task 6 Storage Analysis** | **44 days** |
| 20 | 6.1 Storage Analysis | 44 days |
| 21 | **Task 7 Criteria and Hydraulic Analysis** | **65 days** |
| 22 | 7.1 Update City's Existing Potable Water System Planning Criteria | 21 days |
| 23 | 7.2 System Hydraulic Analysis | 44 days |
| 24 | **Task 8 Analyze Regulatory Requirements** | **21 days** |
| 25 | 8.1 Analyze Regulatory Requirements | 21 days |
| 26 | **Task 9 Recommended Improvements and Implementation Schedule** | **64 days** |
| 27 | 9.1 Evaluation of Below Ground Assets - Risk Assessment | 43 days |
| 28 | 9.2 Recommended Improvements and Implementation Schedule | 44 days |
| 29 | 9.3 Cost Projections | 44 days |
| 30 | **Task 10 Prepare Water Master Plan Update Documents** | **86 days** |
| 31 | 10.1 Draft Report | 44 days |
| 32 | City Review | 12 days |
| 33 | 10.2 Final Draft Report | 10 days |
| 34 | City Review | 10 days |
| 35 | 10.3 Final Report | 10 days |




AKM Prop. 21-1064

Task | Summary | External Milestone | Inactive Summary | Manual Summary Rollup | Finish-only
Split | Project Summary | Inactive Task | Manual Task | Manual Summary | Progress
Milestone | External Tasks | Inactive Milestone | Duration-only | Start-only | Deadline

*Water* ***Resources***
***Infrastructure***
***Construction Management***

***AKM Consulting Engineers***
**553 Wald**
**Irvine, CA 92618**
***Telephone: 949.753.7333 Facsimile: 949.753.7320***
***www.akmce.com***

November 8, 2021

**City of Monterey Park**
320 W. Newmark Avenue
Monterey Park, CA 91754
Attention: Ms. Amy Ho, Principal Management Analyst

**Subject: Request for Proposal – Water Master Plan Update**

Dear Ms. Ho:

In response to your request for proposal, AKM Consulting Engineers is pleased to submit our proposal to provide professional engineering services for the Water Master Plan Update for the City of Monterey Park.

All charges for AKM's services are a not-to-exceed fee and are in accordance with the City's RFP. Our fee proposal is based upon the level of effort anticipated to implement the work plan contained in AKM's technical proposal. Our rate schedule, used for the creation of our fee, has been included in this fee proposal as well. The rate schedule is used for invoicing purposes, progress payments, and extra work that may be requested. If any additional work is required, AKM will obtain pre-approval from the City of Monterey Park before proceeding with the work.

We appreciate the opportunity to submit this fee proposal and look forward to working with the City of Monterey Park on this most important and challenging project. If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

**AKM Consulting Engineers**

Diann Pay

Diann Pay, P.E.
Principal Engineer

**AKM CONSULTING ENGINEERS**
**RATE SCHEDULE**

| Labor Classification | Hourly Rate 2021 |
|---|---|
| Principal | $232 |
| Principal Engineer | $232 |
| Project Manager | $225 |
| Project Engineer | $214 |
| Senior Construction Manager | $213 |
| QA/QC Manager | $213 |
| Senior Engineer | $197 |
| Senior Field Engineer / Inspector | $180 |
| Field Engineer / Inspector | $158 |
| Associate Engineer | $153 |
| Staff Engineer | $135 |
| Financial Analyst | $125 |
| Senior Designer / Senior CADD Technician | $107 |
| Designer / CADD Technician | $99 |
| Assistant Engineer | $98 |
| Engineering Technician | $91 |
| Engineering Aide | $76 |
| Office Support | $76 |
| Data or Word Processing | $74 |

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.65/mile. This schedule of rates is in effect until December 31, 2022, at which time it may be adjusted.

**FEE ESTIMATE**
**Monterey Park**
**Water Master Plan**
**November 8, 2021**

| | Task | Principal / QA/QC (Zeki Kayiran) | | Project Manager (Diann Pay) | | Project Engineer (Jon Nitta) | | Senior Engineer (Haly Herrera) | | Sub-Consultants | Office Support | | Expenses | Total | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hourly Rate | $232 | Hourly Rate | $225 | Hourly Rate | $214 | Hourly Rate | $197 | | Hourly Rate | $76 | | | |
| | | Hours | Amount | Hours | Amount | Hours | Amount | Hours | Amount | | Hours | Amount | Amount | Hours | Amount |
| **Task 1** | **Project Management, Communication, and Meetings** | | | | | | | | | | | | | | |
| 1-1 | Project Kick-off Meeting | 4 | $928 | 4 | $900 | 2 | $428 | 2 | $394 | | | $0 | | 12 | $2,650 |
| 1-2 | Monthly Project Coordination Meetings | 4 | $928 | 16 | $3,600 | 16 | $3,424 | 16 | $3,152 | | | $0 | | 52 | $11,104 |
| 1-3 | Monthly Project Updates | | $0 | 12 | $2,700 | 12 | $2,568 | | $0 | | | $0 | | 24 | $5,268 |
| **Task 2** | **Assemble and Review Water System Data** | | | | | | | | | | | | | | |
| 2 | Assemble and Review Water System Data | | $0 | 4 | $900 | 16 | $3,424 | 24 | $4,728 | | | $0 | | 44 | $9,052 |
| **Task 3** | **Water Demand Projections** | | | | | | | | | | | | | | |
| 3-1 | Current and Projected Water Demands | | $0 | 4 | $900 | 8 | $1,712 | 16 | $3,152 | | | $0 | | 28 | $5,764 |
| 3-2 | Water Duty Factors | | $0 | 4 | $900 | 8 | $1,712 | 24 | $4,728 | $2,250 | | $0 | | 36 | $9,590 |
| 3-3 | Peaking Factors and Diurnal Patterns | | $0 | 4 | $900 | 16 | $3,424 | 56 | $11,032 | | | $0 | | 76 | $15,356 |
| **Task 4** | **Evaluate Water Source and Treatment Needs** | | | | | | | | | | | | | | |
| 4 | Evaluate Water Source and Treatment Needs | 4 | $928 | 8 | $1,800 | 8 | $1,712 | | $0 | $9,075 | | $0 | | 20 | $13,515 |
| **Task 5** | **Update Computer Model** | | | | | | | | | | | | | | |
| 5-1 | Model Geometry and Connectivity. | | $0 | 4 | $900 | 8 | $1,712 | 24 | $4,728 | $13,300 | | $0 | | 36 | $20,640 |
| 5-2 | Model Demand, Diural Patterns, and Allocation | | $0 | 4 | $900 | 12 | $2,568 | 24 | $4,728 | | | $0 | | 40 | $8,196 |
| 5-3 | Facility Input Data and Operational Controls | | $0 | 8 | $1,800 | 24 | $5,136 | 60 | $11,820 | | | $0 | | 92 | $18,756 |
| 5-4 | Fire Flow Assignments | | $0 | | $0 | 8 | $1,712 | 24 | $4,728 | | | $0 | | 32 | $6,440 |
| 5-5 | Model Calibration | 4 | $928 | 12 | $2,700 | 24 | $5,136 | 80 | $15,760 | | | $0 | | 120 | $24,524 |
| **Task 6** | **Storage Analysis** | | | | | | | | | | | | | | |
| 6 | Storage Analysis | 2 | $464 | 4 | $900 | 8 | $1,712 | 16 | $3,152 | | | $0 | | 30 | $6,228 |
| **Task 7** | **Criteria and Hydraulic Analysis** | | | | | | | | | | | | | | |
| 7-1 | Update City's Existing Potable Water System Planning Criteria | 2 | $464 | 8 | $1,800 | 8 | $1,712 | | $0 | | | $0 | | 18 | $3,976 |
| 7-2 | System Hydraulic Analysis | 4 | $928 | 16 | $3,600 | 32 | $6,848 | 80 | $15,760 | | | $0 | | 132 | $27,136 |
| **Task 8** | **Analyze Regulatory Requirements** | | | | | | | | | | | | | | |
| 8 | Analyze Regulatory Requirements | 2 | $464 | 16 | $3,600 | 16 | $3,424 | | $0 | | | $0 | | 34 | $7,488 |
| **Task 9** | **Capital Improvement Program** | | | | | | | | | | | | | | |
| 9-1 | Evaluation of Below Ground Assets - Risk Assessment | 8 | $1,856 | 12 | $2,700 | 56 | $11,984 | 172 | $33,884 | | | $0 | | 248 | $50,424 |
| 9-2 | Recommended Improvements and Implementation Schedule | 4 | $928 | 16 | $3,600 | 16 | $3,424 | 40 | $7,880 | | | $0 | | 76 | $15,832 |
| 9-3 | Cost Projections | 4 | $928 | 4 | $900 | 16 | $3,424 | | $0 | | | $0 | | 24 | $5,252 |
| **Task 10** | **Prepare Water Master Plan Update Documents** | | | | | | | | | | | | | | |
| 10-1 | Draft Report | 8 | $1,856 | 16 | $3,600 | 24 | $5,136 | 40 | $7,880 | | | $0 | | 88 | $18,472 |
| 10-2 | Final Draft Report | 4 | $928 | 12 | $2,700 | 12 | $2,568 | 12 | $2,364 | | | $0 | | 40 | $8,560 |
| 10-3 | Final Report and Deliverables | 2 | $464 | 8 | $1,800 | 8 | $1,712 | 8 | $1,576 | | | $0 | | 26 | $5,552 |
| | **Total Hours** | **56** | | **196** | | **358** | | **718** | | | **0** | | | **1,328** | |
| | **Total Cost** | | **$12,992** | | **$44,100** | | **$76,612** | | **$141,446** | **$24,625** | | **$0** | **$0** | | **$299,775** |

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Consent Calendar No. 3H

**TO:** The Honorable Mayor and City Council

**FROM:** Frank A. Lopez, Director of Public Works / City Engineer

**SUBJECT:** Traffic Signal Improvements, HSIP Cycle 7 (HSIPL-5231(016)) – Authorization to Advertise Construction Bid Package

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the design and plans for the Traffic Signal Improvements, Highway Safety Improvement Program (HSIP) Cycle 7 (HSIPL-5231(016)) project;
2. Authorizing solicitation of bids; and
3. Taking such additional, related action that may be desirable.

## 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).

## EXECUTIVE SUMMARY:

Staff has prepared a construction bid package (plans and specifications) for the Traffic Signal Improvements, HSIP Cycle 7 (HSIPL-5231(016)) project and is requesting the City Council's authorization to advertise the project for construction bids.

## BACKGROUND:

At the June 21, 2017, City Council meeting, the City Council approved and appropriated $312,160 in Highway Safety Improvement Program (HSIP) Cycle 7 Funds and a local match of $17,640 in Measure R Funds for a Traffic Signal Improvement Project.

In April 2019, staff requested additional funds from Caltrans to provide required funds for the increased scope of the project. Caltrans approved additional funds in the amount of $520,340. The total awarded HSIP funds for the project for the construction phase is $832,500.

On December 18, 2019, City Council appropriated the $520,340 additional funds received from Caltrans as well as a $74,860 local match from Measure R funds. With this approval, the revised construction budget for the project including construction contract and construction engineering services is $925,000, including $832,500 of federal HSIP funds, and $92,500 total of Local Match (Measure R Funds).

The project involves traffic signal modifications including new poles, cabinets, controllers, conduits, and related appurtenances, pedestrian improvements including concrete curb ramps, sidewalk, curb & gutter, signage, and striping work at the intersections of Hellman Avenue & Alhambra Avenue, Garfield Avenue & Emerson Avenue, and Garfield Avenue & Hellman Avenue.

Staff finally received authorization from Caltrans (e-76 authorization) to proceed with the construction phase of the project. Therefore, staff is requesting the City Council's authorization to advertise the project for construction bids.

**FISCAL IMPACT:**

$832,500 is programmed in HSIP Funds (Account No.: 0456-801-5001-91754), and $92,500 is programmed in Measure R Funds (Account No.: 0110-801-5001-91754) for the local match requirement for the construction phase of the project. Staff will come back to City Council to finalize construction budget after construction bids are received, if necessary.

Respectfully submitted and prepared by:

Frank A. Lopez
Director of Public Works
City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT(S):**

1. Resolution

# ATTACHMENT 1
Resolution

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE TRAFFIC SIGNAL IMPROVEMENTS, HSIP CYCLE 7 (HSIPL-5231(016)) PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT**

**THE CITY COUNCIL RESOLVES AS FOLLOWS:**

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

A. City staff has prepared bid specifications for the Traffic Signal Improvements, HSIP Cycle 7 (HSIPL-5231(016)) Project ("Project").

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete, and the Project may be constructed.

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

**SECTION 2.** *Environmental Assessment.* 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. There are adequate utilities and public services to serve the project.

**SECTION 3**. *Design Immunity; Authorization*.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

**SECTION 4**. *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating HSIP and Measure R Funds from the appropriate fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

**SECTION 5.** The City Clerk is directed to certify the adoption of this Resolution.

**SECTION 6.** This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 1st day of December 2021.

_____
Yvonne Yiu, Mayor
City of Monterey Park

ATTEST:

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

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Public Hearing No. 4A

| | |
|---|---|
| **TO:** | The Honorable Mayor and City Council |
| **FROM:** | Vincent D. Chang, City Clerk |
| **SUBJECT:** | Public Hearing to receive testimony regarding redrawing council district boundaries pursuant to Elections Code § 21601. |

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Conducting a Public Hearing to receive testimony on redrawing of council district boundaries pursuant to Elections Code § 21601;
2. Introduce and waive first reading an Ordinance maintaining the existing City Council District boundaries;
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

In 2019, the City transitioned to district-based elections. In accordance with the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act (Elections Code § 21601-21609), following the federal decennial census every ten years, districts boundaries must be redrawn so that each district is substantially equal in population. It is important in ensuring that each City Councilmember represents about the same number of constituents. The maps must meet certain requirements and has a total deviation of less than 10% difference.

At the second public hearing on October 20, 2021, National Demographics Corporation (NDC) presented the findings from the “Still Balance Analysis” using the 2020 Census adjusted data and concluded that the existing district map meets the FAIR MAPS Act criteria with a deviation of 2.84%.

The City Council received and filed public comments, took action to move forward with the existing map (Option A), and scheduled the third public hearing for November 17, 2021; fourth public hearing and introduction of an ordinance to adopt final map for December 1, 2021; and scheduled December 15, 2021 for adoption of the ordinance and the final map.

The City Council held the first public hearing on July 21, 2021, second public hearing on October 20, 2021, and the third public on November 17, 2021, and the fourth public hearing meeting is being held tonight.

**BACKGROUND:**

Following each decennial federal census, the City Council must adopt boundaries for all council districts so that the districts will be substantially equal in population. According to the FAIR MAPS Act, districts must meet the following requirements:

District Map Criteria

- Comply with federal requirements of equal population and the Voting Rights Act
- Areas that are geographically contiguous (connected).
- Keeping the geographic integrity by minimizing division of community interest of social and economic interests.
- Areas easily identifiable bonded by natural and artificial barriers, streets, and boundaries.
- Encourages geographical compactness where nearby areas of population are not bypassed in favor of more distant populations.
- Do not favor or discriminate against a political party.

Public Hearings

- Hold a minimum of four public hearings, one pre-draft maps hearing, two post-draft maps hearings, and one additional pre/post-draft maps hearing.
- Post-draft maps hearings must be held after a 21-day (waiting period) following the release of the State-Adjusted census data.
- Hearings must start at a fixed time or after completion of previous agenda item.
- At least one hearing must be held after 6:00 p.m. or on the weekend.

Notices

- Dedicated webpage (www.MontereyPark.ca.gov/Redistricting2021) with explanation of redistricting and public comment process, calendar of hearings, notices and agendas, recordings or written summaries, draft maps considered by the City Council, and adopted map.
- Notices contain date, time and location of hearings and must be posted online five days in advance.
- All materials related to the redistricting must be kept online until 2031.

Outreach

- Encourage public participation including a good faith effort to provide information to local media, provide information through “good government, civil rights, civic engagement, and community groups or organizations.”
- Interested persons may subscribe to receive notices about public meetings.

- Post information on redistricting and comment process online including applicable non-English languages in accordance with the Secretary of State's determination of Chinese and Spanish as the required languages.

Translation

- Provide information on redistricting and comment process in applicable non-English languages in accordance with the Secretary of State's determination.
- Requires providing live translation, if the request was made 72 hours in advance or 48 hours if the notice was posted five days before the hearings.

Timeline for Submittal of Adopted Map

- 205 days before the next regular election. Los Angeles County's deadline for submittal of final map for November 8, 2022, election is May 12, 2022.

Next Steps and Tentative Timelines

- Schedule the second reading and adoption of an ordinance adopting the final map for December 17, 2021. In accordance to Elections Code 21601, the proposed final map was published on the City's website at www.MontereyPark.ca.gov/Redistricting2021, on November 18, 2021, at least seven days prior to adoption.

**FISCAL IMPACT:**

The costs of redistricting process of $55,000 have been appropriated in the FY 21-22 budget.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Ron Bow
City Manager

Reviewed by:

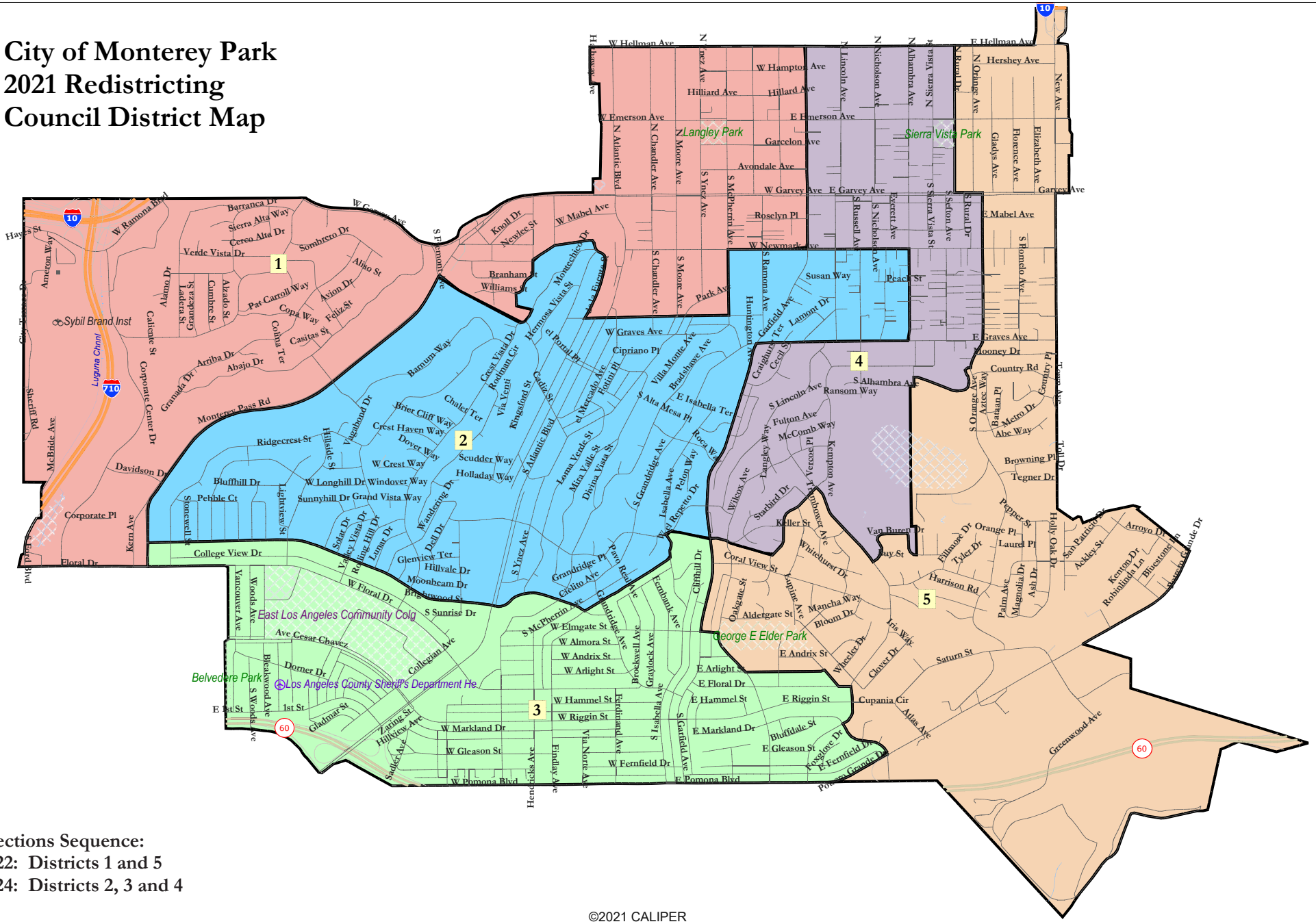
Karl H. Berger
City Attorney

**ATTACHMENTS:**

1. Proposed Final Map
2. Draft Ordinance

# ATTACHMENT 1
Proposed Final Map

# City of Monterey Park
# 2021 Redistricting
# Council District Map




**Elections Sequence:**
**2022: Districts 1 and 5**
**2024: Districts 2, 3 and 4**

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| Monterey Park - Current Districts (2020 Adjusted) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **District** | | **1** | **2** | **3** | **4** | **5** | **Total** |
| **2020** | 2020 Census (Raw) | 12,412 | 12,116 | 12,084 | 12,432 | 12,211 | 61,255 |
| | Deviation from ideal | 161 | -135 | -167 | 181 | -40 | 348 |
| | % Deviation | 1.31% | -1.10% | -1.36% | 1.48% | -0.33% | 2.84% |
| 2020 Total Pop | % Hisp | 18% | 24% | 56% | 16% | 24% | 28% |
| | % NH White | 3% | 6% | 3% | 3% | 4% | 4% |
| | % NH Black | 1% | 1% | 1% | 1% | 1% | 1% |
| | % Asian-American | 77% | 68% | 39% | 79% | 71% | 67% |
| Citizen Voting Age Pop | Total | 7,846 | 8,287 | 8,647 | 6,562 | 7,508 | 38,850 |
| | % Hisp | 17% | 22% | 53% | 28% | 23% | 29% |
| | % NH White | 5% | 8% | 4% | 4% | 6% | 5% |
| | % NH Black | 0% | 1% | 0% | 1% | 0% | 1% |
| | % Asian/Pac.Isl. | 78% | 69% | 43% | 67% | 70% | 65% |
| Voter Registration (Nov 2020) | Total | 6,511 | 7,206 | 7,023 | 5,211 | 6,330 | 32,281 |
| | % Latino est. | 21% | 24% | 59% | 22% | 27% | 31% |
| | % Spanish-Surnamed | 19% | 22% | 54% | 20% | 25% | 29% |
| | % Asian-Surnamed | 59% | 54% | 26% | 57% | 52% | 49% |
| | % Filipino-Surnamed | 1% | 1% | 1% | 2% | 2% | 1% |
| | % NH White est. | 17% | 19% | 12% | 16% | 16% | 16% |
| | % NH Black | 1% | 2% | 0% | 2% | 2% | 2% |
| Voter Turnout (Nov 2018) | Total | 2,765 | 3,414 | 3,358 | 2,006 | 2,991 | 14,534 |
| | % Latino est. | 23% | 25% | 63% | 29% | 32% | 35% |
| | % Spanish-Surnamed | 22% | 24% | 58% | 27% | 30% | 33% |
| | % Asian-Surnamed | 52% | 51% | 23% | 47% | 46% | 43% |
| | % Filipino-Surnamed | 1% | 1% | 1% | 2% | 2% | 1% |
| | % NH White est. | 21% | 20% | 11% | 19% | 17% | 17% |
| | % NH Black | 1% | 2% | 1% | 2% | 2% | 1% |
| Voter Turnout (Nov 2020) | Total | 4,523 | 5,379 | 5,184 | 3,516 | 4,649 | 23,251 |
| | % Latino est. | 22% | 24% | 60% | 24% | 28% | 32% |
| | % Spanish-Surnamed | 20% | 22% | 55% | 22% | 26% | 30% |
| | % Asian-Surnamed | 56% | 53% | 26% | 54% | 50% | 47% |
| | % Filipino-Surnamed | 1% | 1% | 1% | 2% | 2% | 1% |
| | % NH White est. | 19% | 19% | 12% | 17% | 17% | 17% |
| | % NH Black est. | 1% | 2% | 0% | 2% | 2% | 1% |
| ACS Pop. Est. | Total | 12,582 | 11,760 | 12,693 | 12,118 | 11,329 | 60,482 |
| Age | age0-19 | 18% | 18% | 21% | 20% | 18% | 19% |
| | age20-60 | 51% | 54% | 52% | 54% | 50% | 52% |
| | age60plus | 31% | 29% | 27% | 27% | 32% | 29% |
| Immigration | immigrants | 61% | 48% | 41% | 63% | 55% | 53% |
| | naturalized | 63% | 68% | 74% | 57% | 62% | 64% |
| Language spoken at home | english | 23% | 31% | 28% | 21% | 22% | 25% |
| | spanish | 11% | 17% | 39% | 13% | 17% | 19% |
| | asian-lang | 65% | 51% | 32% | 64% | 60% | 54% |
| | other lang | 1% | 1% | 1% | 2% | 2% | 1% |
| Language Fluency | Speaks Eng. "Less than Very Well" | 45% | 34% | 27% | 51% | 42% | 40% |
| Education (among those age 25+) | hs-grad | 34% | 39% | 45% | 43% | 36% | 39% |
| | bachelor | 24% | 27% | 20% | 18% | 22% | 22% |
| | graduatedegree | 12% | 11% | 8% | 7% | 9% | 9% |
| Child in Household | child-under18 | 26% | 26% | 31% | 32% | 27% | 29% |
| Pct of Pop. Age 16+ | employed | 54% | 60% | 58% | 55% | 58% | 57% |
| Household Income | income 0-25k | 24% | 19% | 17% | 25% | 18% | 21% |
| | income 25-50k | 18% | 18% | 21% | 23% | 25% | 21% |
| | income 50-75k | 16% | 18% | 17% | 16% | 16% | 17% |
| | income 75-200k | 34% | 34% | 38% | 29% | 28% | 33% |
| | income 200k-plus | 8% | 11% | 7% | 6% | 13% | 9% |
| Housing Stats | single family | 62% | 69% | 75% | 54% | 73% | 67% |
| | multi-family | 38% | 31% | 25% | 46% | 27% | 33% |
| | rented | 52% | 40% | 40% | 63% | 45% | 48% |
| | owned | 48% | 60% | 60% | 37% | 55% | 52% |

Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

# ATTACHMENT 2
Draft Ordinance

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING DISTRICT MAPS FOR THE CITY OF MONTEREY PARK'S BY-DISTRICT ELECTIONS.**

**THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

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

A. A Public Hearing was held on July 21, 2021 to receive public input regarding the composition of the City's voting districts before any draft maps were drawn;

B. Public Hearings were then held on October 20, 2021 and November 17, 2021 where the public was invited to provide input regarding the content of the draft maps;

C. On December 1, 2021, the City Council held a final public hearing on the proposal to establish district boundaries, reviewed additional public input, formally selected the voting district map and the election sequence attached to, incorporated in, and set forth in this Ordinance; and

D. This Ordinance is adopted to provide for election of members of the City Council of the City of Monterey Park by-district in five single-member districts as reflected in Exhibit A to this Ordinance to implement the purposes of the California Voting Rights Act of 2001 (Elections Code § 14025, *et seq*.) and protect the guarantees of the California Constitution.

SECTION 2: Council District Map; Implementation.

A. A map showing the Council Districts is attached as Exhibit "A," and incorporated by reference.

B. The City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk must consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 3: *Environmental Assessment*. The City Council finds that the Ordinance is not subject to review under the California Environmental Quality Act ("CEQA") under

CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Adopting this Ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This Ordinance would not result in any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment.

SECTION 4: *Validity of Previous Code Sections*. If the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 5: *Reliance on Record*. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are limitations on the City's ability to solve what are in effect regional, state, and National problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: *Preservation*. Repeal or amendment of any previous Code Sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a

particular finding is not based in part on that fact.

SECTION 10: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within ten (10) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED DECEMBER 1, 2021.

_____
Yvonne Yiu, Mayor

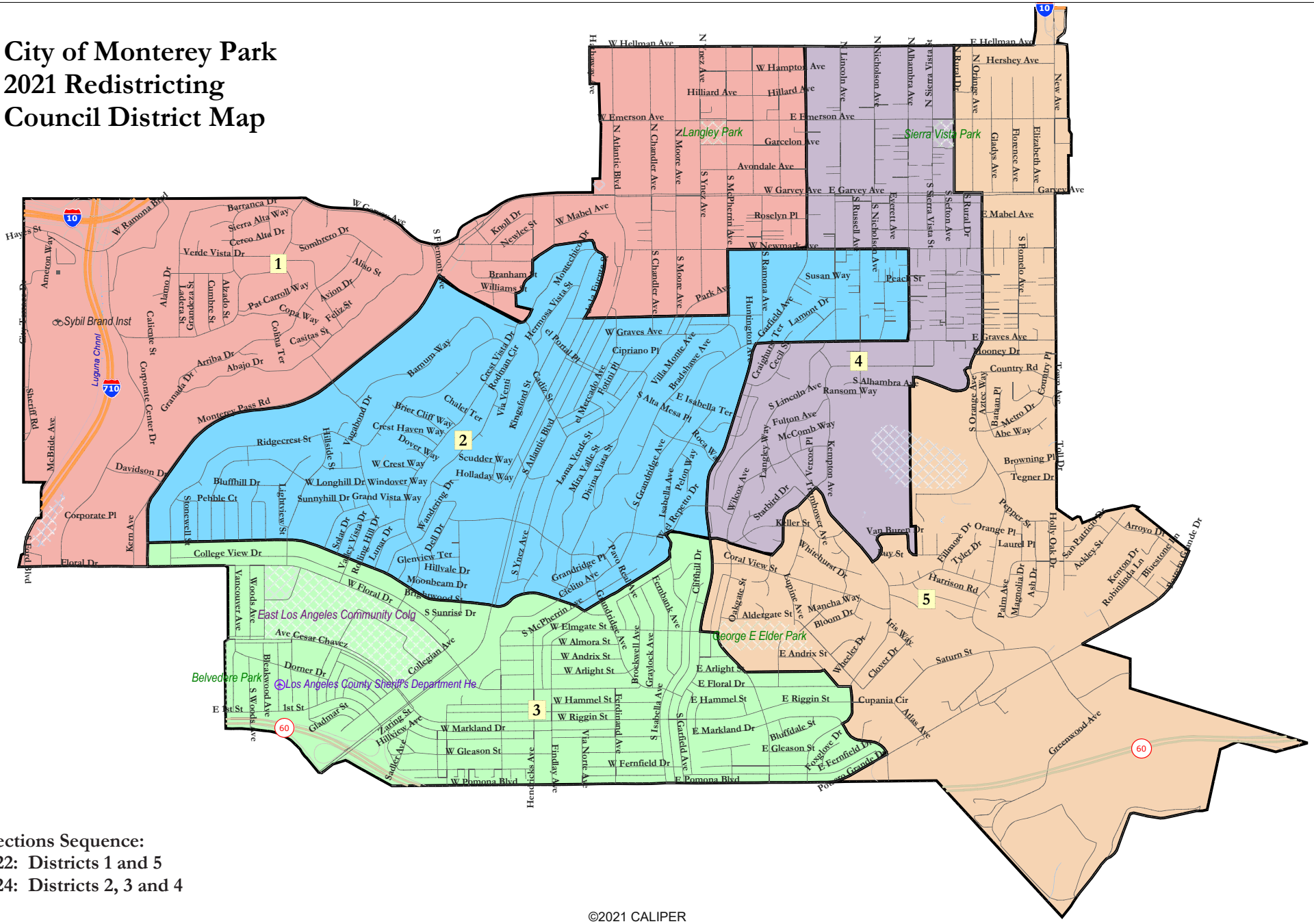
ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

# City of Monterey Park
# 2021 Redistricting
# Council District Map




**Elections Sequence:**
**2022: Districts 1 and 5**
**2024: Districts 2, 3 and 4**

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| Monterey Park - Current Districts (2020 Adjusted) | | | | | | | |
|---|---|---|---|---|---|---|---|
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| Language Fluency | Speaks Eng. "Less than Very Well" | 45% | 34% | 27% | 51% | 42% | 40% |
| Education (among those age 25+) | hs-grad | 34% | 39% | 45% | 43% | 36% | 39% |
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| | income 25-50k | 18% | 18% | 21% | 23% | 25% | 21% |
| | income 50-75k | 16% | 18% | 17% | 16% | 16% | 17% |
| | income 75-200k | 34% | 34% | 38% | 29% | 28% | 33% |
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| Housing Stats | single family | 62% | 69% | 75% | 54% | 73% | 67% |
| | multi-family | 38% | 31% | 25% | 46% | 27% | 33% |
| | rented | 52% | 40% | 40% | 63% | 45% | 48% |
| | owned | 48% | 60% | 60% | 37% | 55% | 52% |

Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** Public Hearing No. 4B

**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 2021 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for program year 2022.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Reopening the continued public hearing; receiving both written and oral comments; closing public hearing;
2. Adopting the resolution confirming the 2018-2021 Annual Report and the levy of assessments for Business Improvement District No. 1 for Program Year 2022; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

On October 20, 2021, the City Council set the date for a public hearing regarding the assessment of businesses within Business Improvement District No. 1. BID Assessment revenues will fund promotional activities and special events to benefit downtown businesses.

This hearing was noticed in the Monterey Park Progress newspaper and every business in the BID was sent a hearing notice in Chinese, English, and Spanish. At the conclusion of this public hearing, the Council can choose to adopt the resolution confirming the levy of assessments for the BID or make adjustments as needed.

The 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 2022 Levy of Assessment Fees. The BID Advisory Committee is not seeking an increase in assessments for the 2022 program year to help the businesses in the BID weather the financial burdens brought on by the COVID-19 pandemic.

Annual revenue and expenditures may be found within the 2021 Annual Report attached as Attachment 2 or at the City Clerk's office where it is available for viewing.

## BACKGROUND:

The BIDAC is the 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 2021 Annual Report for Business Improvement District No. 1 that identifies activities and expenditures during the 2021 Program Year and describes the proposed programs and budget for the upcoming 2022 Program year.

On October 7, 2021, the BIDAC conducted its annual members meeting. The meeting was held electronically via zoom during the afternoon. Notices in English, Chinese, and Spanish were sent to all BID merchants inviting them to attend the meeting and express their concerns or idea for programming and budgeting. The purpose of the meeting was to review the Annual Report and receive feedback on the 2021 expenditures and the proposed 2022 budget and assessment fee schedule.

The significant expenditure in 2021 was the installation of Holiday decorations for Garvey Avenue and janitorial services for the downtown area. In addition, new janitorial services were contracted to provide street maintenance at a cost savings of 64% year-over-year. 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 street maintenance services to the City’s existing contract with Valley Maintenance Corporation effective December 1, 2020, through December 31, 2021, providing the BID area with janitorial services four days a week at a significant cost reduction of 64% year-over-year. In 2021, the BID has received approximately $69,134.50 in assessments and expects not

to exceed its annual revenue with estimated expenditures at $52,612.41 as of October 2021.

The BIDAC is proposing its 2022 BID programs and budget. The proposed 2022 Budget is included in the 2021 Annual Report.

A number of goals for the upcoming 2022 BID Program include, without limitation:

- Continue to work with the Downtown Garvey - Garfield businesses on ways they can assist in 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 in storage.
- Work with the City to provide workshops and other business assistance activities for businesses in the BID area.
- Support city projects that benefit the BID area such as discussions on the need for assisting businesses in the downtown area post-pandemic, signage, and maintenance.

The 2021 Annual Report, Exhibit F, reflects the 2022 fee schedule recommended by the BIDAC and is the amount needed to bring annual revenue to a level that covers annual expenditures.

The City Council is required to receive and file the Annual Report. The Annual Report includes a map of the area to be assessed, the 2021 Budget, and the Fee Schedule for the 2022 Program Year. After receiving the report, the City Council will consider and adopt the attached Resolution of Intent to Levy an Annual Assessment for the BID for 2022. The Council may take action on the proposed 2022 budget; changing programs or amounts for those programs if they deem appropriate.

The proposed 2022 budget was included in the 2021 BID Annual Report which was discussed during the Business Improvement District's Annual Meeting to which all businesses were invited.

Staff would administer the BID funds consistent with the approved 2022 BID budget and seek recommendations of the Advisory Committee and appropriate City Council approvals to carry out BID activities.

**FISCAL IMPACT:**

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

Respectfully submitted by:

Joseph Torres
Economic Development Manager

Prepared by:

Karen Ko
Economic Development Specialist

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. Resolution to Levy Assessments for Business Improvement District No. 1
2. 2021 Annual Report

# ATTACHMENT 1

## Resolution to Levy Assessments for Business Improvement District No. 1

**RESOLUTION NO. _____**

**A RESOLUTION LEVYING ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR THE PROGRAM YEAR 2022 IN ACCORDANCE WITH GOVERNMENT CODE § 36624.**

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

SECTION 1: *Findings*. 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. Beginning March 11, 2020, the City was in an ongoing state of local emergency because of the COVID-19 Pandemic. During this local emergency, most public meetings were cancelled; continued; or streamlined to accommodate matters needing immediate attention for combatting the Pandemic. Some routine matters including, without limitation, the Annual Report for the Business Improvement Area No. 1 Program Year 2018, 2019, and 2020 were postponed until the immediate needs to address the Pandemic were resolved;

D. Because of the Pandemic, and as required by applicable law, the City prepared an Annual Report for Program Year 2021 and Program Year 2022 for Business Improvement Area No. 1 ("Reports") together and submitted them to the City Council;

E. Based upon these Reports, and as required by the BID Advisory Committee, the City Council proposes to levy increased assessments on businesses located within Business Improvement Area No. 1 for Program Year 2021 and Year 2022 as calculated in the Report attached as Exhibit "E" and Exhibit "F" and incorporated by reference. A true and correct copy of the Report is also available for public review in the City Clerk's office;

F. On October 20, 2021 the City Council adopted Resolution No. 12274 giving notice of its intent to levy and collect assessments within Business Improvement District No. 1 for Program 2022; and

G. On December 1, 2021, the City Council considered public testimony and documentary evidence during a public hearing regarding the levy of

assessments for Business Improvement District No. 1. This Resolution, and its findings, is based upon the entirety of the record considered by the City Council at its December 1, 2021, public hearing.

SECTION 2: *Approval*. The City Council adopts the proposed annual assessments in the Report in accordance with the applicable sections of Property and Business Improvement District Law of 1994 (Streets & Highways Code §§36600, *et seq*.) which is attached as Exhibit "A," and incorporated by reference. The City Council specifically intends that the Program Year 2018 – 2022 approvals be retroactively effective beginning November 17, 2021.

SECTION 3: *Authorization*. The City Manager, or designee, is directed to take such actions that are needed to collect this assessment.

SECTION 5: *Budget*. The BID Annual Budget for 2021, as set forth in the Report, is approved. The City Manager, or designee, is authorized to implement the BID Annual Budget for 2022 as set forth in the Report.

SECTION 6: *Reliance on Record*. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Summaries of Information*. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: 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 9: *Effectiveness*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 1st day of December 2021.

_____

Yvonne Yiu
Mayor

ATTEST:

_____
Vincent D. Chang
City Clerk

APPROVED AS TO FORM:



_____
Karl H. Berger
City Attorney

# ATTACHMENT 2
2021 Annual Report

CITY OF MONTEREY PARK

BUSINESS IMPROVEMENT DISTRICT NO. 1

# 2021 ANNUAL REPORT




JANUARY 2021 - DECEMBER 2021

# DOWNTOWN MONTEREY PARK
# GARVEY - GARFIELD




## VISION STATEMENT

The Downtown Business Improvement District No. 1 (BID) 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.

## BOARD MEMBERS

Gene Jeng
Jessy Li
Josephine Louie
Elizabeth Yang
One Vacancy

## OVERVIEW

The Business Improvement District Advisory Board (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 Board also researches and plans innovative ways of promoting businesses and endeavors to maintain the goals and budget set forth in the Annual Report.

## HISTORY

The Monterey Park Business Improvement District No. 1, (BID) 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 in the area and the Downtown Merchants Association (DMA), pursuant to 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, may be used for the betterment of the BID businesses and the BID area.

The BIDAC is composed of 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 prior to the next year's assessments.

## ACCOMPLISHMENTS

This section of the of the Annual Report reflects the activities during 2020 for the promotion or enhancement of the BID area and its businesses.

### Holiday Promotion

Holiday decorations will be installed and displayed along Garvey Avenue and the medians to provide a bright seasonal atmosphere for shoppers in the downtown BID. The Business Improvement District Advisory Committee is seeking cost estimates on possible additional Holiday decorations installed and displayed along Garfield Avenue.

### Janitorial Services

Chrysalis Enterprises continued to perform janitorial services for the BID area until their contract was terminated on November 30, 2020, to offset growing cost. Effective December 1, 2020, through December 31, 2021, the BID janitorial services was added to the City's contract with Valley Maintenance Corporation, providing the BID area with janitorial services four days a week at a significant cost savings of 64% year-over-year.

## BUDGET

### 2021 Program Year

The Annual Report contains a budget for the BID for the period of January 1, 2021 – December 31, 2021, tied to programs and activities scheduled during the calendar year.

The City received approximately $69,134.50 in revenue from the BID for calendar year 2021. Exhibit "E" reflects the estimated expenditures for calendar year 2021; and Exhibit "F" reflects the BID's Estimated Annual Program Budget for calendar year 2022.

## GOALS for 2022

This section of the Annual Report shows the programs or activities intended for 2022.

- Continue to work with the Downtown Garvey - Garfield businesses on ways they can assist in 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 in storage.
- Work with the City to provide workshops and other business assistance activities for businesses in the BID area.
- Support city projects that benefit the BID area such as discussions on the need for assisting businesses in the downtown area post-pandemic, signage, and maintenance.

## 2020, 2019, 2018 Program Years

While developing the 2021 Annual Report, it was brought to staff's attention that there is a possibility the annual budgets for the 2020, 2019, and 2018 Program Years may not have had approval from Council due to a combination of staff turnovers and the unprecedented demands, disruptions, and priorities brought on by the COVID-19 pandemic. Therefore, as an over-abundance of caution, we are including the 2020, 2019, and 2018 Annual Budgets in this report as additional Exhibits for Council's retroactive approval.

**Exhibits:**

A: BID Area Map

B: 2018
- 2018 Estimated Expenditures
- 2018 Actual Expenditures
- 2018 BID Fee Schedule

C: 2019
- 2019 Estimated Expenditures
- 2019 Actual Expenditures
- 2019 BID Fee Schedule

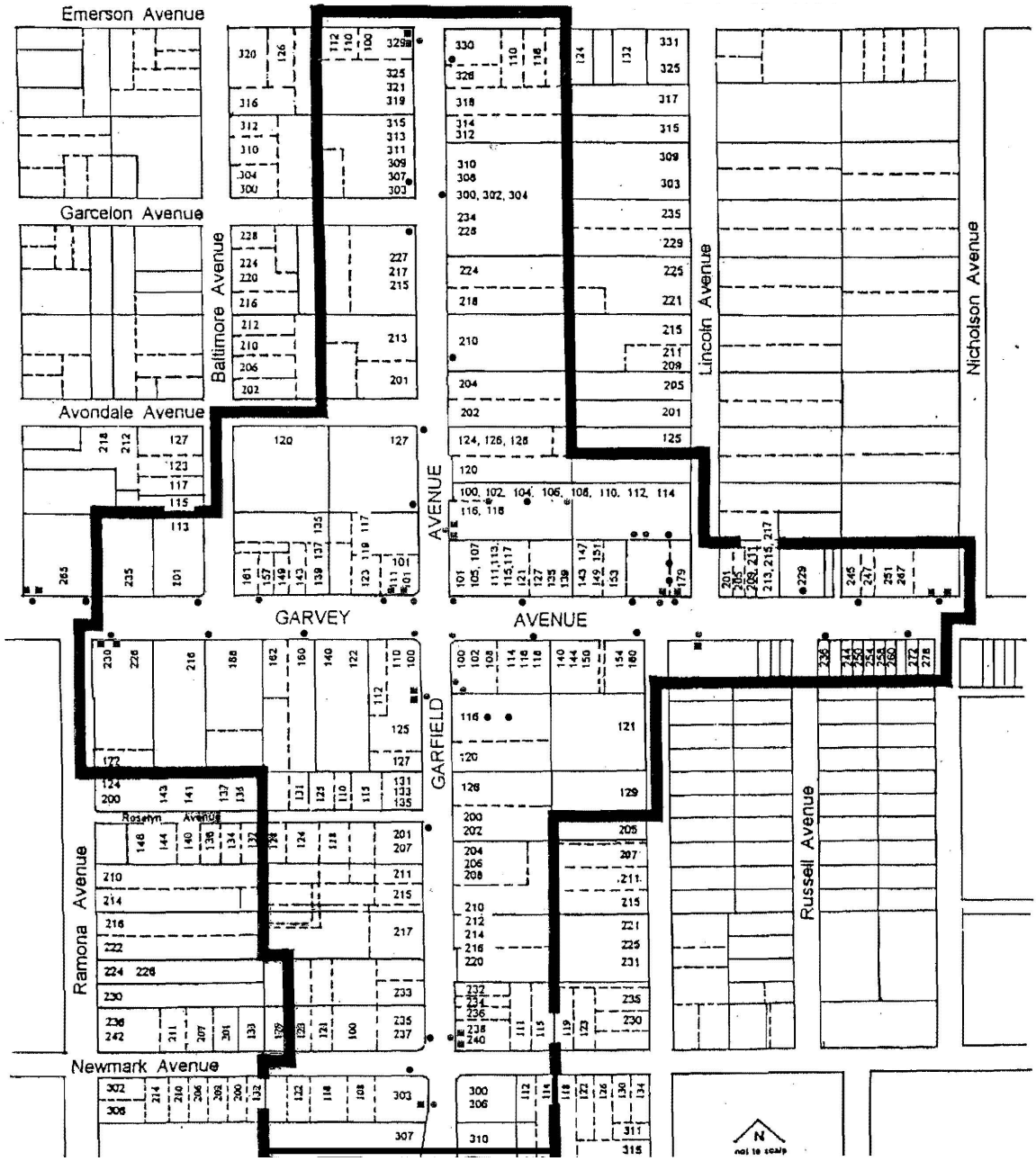
D: 2020
- 2020 Estimated Expenditures
- 2020 Actual Expenditures
- 2020 BID Fee Schedule

E: 2021
- 2021 Estimated Expenditures
- 2021 Expenditures as of Oct 2021
- 2021 BID Fee Schedule

F: 2022
- 2022 Estimated Expenditures
- 2022 New BID Fee Schedule

# EXHIBIT "A"

# BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) AREA MAP



# EXHIBIT “B”

# 2018

# Business Improvement District No. 1

## 2018 Estimated Expenditures

| Budget Item | | Description | | 2018 Estimated Expenditures |
|---|---|---|---|---|
| **Administration** | | Postage | | $500.00 |
| | | Business Cards | | $60.00 |
| | | Translation Services (5) | | $300.00 |
| | | California Assoc. Membership | | $300.00 |
| | | Office Supplies | | $100.00 |
| | | Graphic Designer | | $2,000.00 |
| | | | | |
| **Holiday Decoration** | | New Decorations | | $17,268 |
| | | Holiday lighting - electrical cost | | $555.00 |
| | | Holiday light storage & installation | | $5,577.00 |
| | | | | |
| **Trash Receptacles** | | Liners | | $50.00 |
| | | | | |
| **Landscaping** | | Additional planting supplies | | $2,500.00 |
| | | | | |
| **Custodial Contract** | | Maintenance of the BID area | | $26,204.00 |
| | | | | |

**ESTIMATED TOTAL:** **$55,414.00**

**Business Improvement District No. 1**
**2018 Actual Expenditures**
**Beginning Fund Reserves Balance: $155,379.45**

| Budget Item | Description | CY 2018 |
|---|---|---|
| Administration | Postage | $ 623.02 |
| | Membership | $ 236.50 |
| | Paper (Office Supplies) | $ 45.28 |
| | Translation Services | $ 180.00 |
| | BID Special Meeting | $ 250.00 |
| | | |
| Holiday Decorations | Holiday Light | $ 563.76 |
| | Holiday Light Lamp Replacement | $ 311.91 |
| | Holiday Decorations | $ 25,411.02 |
| | Holiday Decorations (Freight) | $ 107.20 |
| | BID Decorations (Petty Cash) | $ 151.99 |
| | | |
| Custodial Contract | BID Maintenance | $ 55,580.05 |

**Total** as of 12/31/2018 $ 83,460.73

Actual Revenues for 2018: $85,509.05

Ending Reserves as of 12/31/2018: $157,427.77

# 2018 BID Fee Schedule

| Business Type | Fee | Employee/Seat | Formula |
|---|---|---|---|
| Retail | $105.17 | $13.52 | |
| Service (inc. 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 | | |

(1) 20 seats or less, no seat assessment fees. Over 20 seats, $6.57 per seat starting with Seat 21. Eg. 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. Eg. 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. Eg. 2,500 sq. ft., total charge is $23.00 + $3.29 (500 sq. ft. x $0.006574) = $26.29 (calculations are rounded up)

(4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay $23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay $23.00 x 2 (5 units – 3 units) = $46.00

# EXHIBIT “C”

# 2019

# Business Improvement District No. 1

## 2019 Estimated Expenditures

| Budget Item | | Description | | 2019 Estimated Expenditures |
|---|---|---|---|---|
| **Administration** | | Postage | | $500.00 |
| | | Translation Services | | $400.00 |
| | | California Assoc. Membership | | $500.00 |
| | | | | |
| **Holiday Decoration** | | Holiday lighting - electrical cost | | $575.00 |
| | | Holiday light storage & installation | | $5,577.00 |
| | | | | |
| **Trash Receptacles** | | Liners | | $200.00 |
| | | | | |
| **Landscaping** | | Additional planting supplies | | $500.00 |
| | | | | |
| **Custodial Contract** | | Maintenance of the BID area | | $ 73,000.00 |
| | | | | |

**ESTIMATED TOTAL: $81,252.00**

**Business Improvement District No. 1**
**2019 Actual Expenditures**
**Beginning Fund Reserves Balance: $157,427.77**

| Budget Item | Description | CY 2019 |
|---|---|---|
| Administration | Postage | $ 478.55 |
| | Membership | $ 500.00 |
| | Translation Services | $ 430.00 |
| | | |
| Holiday Decorations | Holiday Light | $ 573.62 |
| | | |
| Landscaping | Street Supplies | $ 214.16 |
| | | |
| Custodial Contract | BID Maintenance | $ 55,197.89 |

**Total** as of 12/31/2019 $ 57,394.22

Actual Revenues for 2019: $58,766.17

Ending Reserves as of 12/31/2019 $158,799.72

# 2019 BID Fee Schedule

| Business Type | Fee | Employee/Seat | Formula |
|---|---|---|---|
| Retail | $105.17 | $13.52 | |
| Service (inc. 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 | | |

(1) 20 seats or less, no seat assessment fees. Over 20 seats, $6.57 per seat starting with Seat 21. Eg. 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. Eg. 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. Eg. 2,500 sq. ft., total charge is $23.00 + $3.29 (500 sq. ft. x $0.006574) = $26.29 (calculations are rounded up)

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

# EXHIBIT “D”

# 2020

# Business Improvement District No. 1

## 2020 Estimated Expenditures

| Budget Item | | Description | | 2020 Estimated Expenditures |
|---|---|---|---|---|
| **Administration** | | Postage | | $ 300.00 |
| | | Business Cards | | $120.00 |
| | | Translation Services | | $600.00 |
| | | Office Supplies | | $300.00 |
| | | | | |
| **Holiday Decoration** | | Holiday lighting - electrical cost | | $600.00 |
| | | Holiday light storage & installation | | $5,577.00 |
| | | | | |
| **Trash Receptacles** | | Liners | | $200.00 |
| | | | | |
| **Landscaping** | | Additional planting supplies | | $1,000.00 |
| | | | | |
| **Custodial Contract** | | Maintenance of the BID area | | $ 73,000.00 |
| | | | | |

**ESTIMATED TOTAL:** **$81,697.00**

**Business Improvement District No. 1**
**2020 Actual Expenditures**
**Beginning Fund Reserves Balance: $158,799.72**

| Budget Item | Description | CY 2020 |
|---|---|---|
| Administration | Postage | $ 1.00 |
| | Business Cards | $ 120.45 |
| | | |
| Holiday Decorations | Holiday Light | $ 607.22 |
| | Holiday Decorations | $ 5,577.00 |
| | | |
| Custodial Contract | BID Maintenance | $ 77,054.50 |

**Total** as of 12/31/2020 $ 83,360.17

Actual Revenues for 2020: $44,189.48

Ending Reserves as of 12/31/2020 $119,629.03

# 2020 BID Fee Schedule

| Business Type | Fee | Employee/Seat | Formula |
|---|---|---|---|
| Retail | $105.17 | $13.52 | |
| Service (inc. 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 | | |

(1) 20 seats or less, no seat assessment fees. Over 20 seats, $6.57 per seat starting with Seat 21. Eg. 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. Eg. 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. Eg. 2,500 sq. ft., total charge is $23.00 + $3.29 (500 sq. ft. x $0.006574) = $26.29 (calculations are rounded up)

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

# EXHIBIT “E”

# 2021

# Business Improvement District No. 1

## 2021 Estimated Expenditures

| Budget Item | | Description | | 2021 Expenditures |
|---|---|---|---|---|
| **Administration** | | Postage | | $ 300.00 |
| | | Business Cards | | $225.00 |
| | | Translation Services | | $600.00 |
| | | Office Supplies | | $300.00 |
| | | | | |
| **Holiday Decoration** | | Holiday lighting - electrical cost | | $600.00 |
| | | Holiday light storage & installation | | $14,860.00 |
| | | | | |
| **Trash Receptacles** | | Liners | | $200.00 |
| | | | | |
| **Landscaping** | | Additional planting supplies | | $1,000.00 |
| | | | | |
| **Custodial Contract** | | Maintenance of the BID area | | $21,840.00 |
| | | Pressure Washing | | $7,360.00 |
| | | | | |

**ESTIMATED TOTAL:** **$47,285.00**

# Business Improvement District No. 1

## 2021 Actual Expenditures as of 10/2021

## Beginning Fund Reserves Balance: $119,629.03

| Budget Item | Description | Total |
|---|---|---|
| **Administration** | Postage | $ 205.64 |
| | | |
| **Holiday Decorations** | Holiday Light (Edison) | $ 656.89 |
| | Decorations | $ 5,577.00 |
| | | |
| **Custodial Contract** | BID Maintenance | $ 44,332.88 |
| | Pressure Wash | $ 1,840.00 |

**Total** as of 10/27/2021 **$ 52,612.41**

Actual Revenues as of 10/2021: $69,134.50

Ending Reserves as of 10/2021 $136,151.12

# 2021 BID Fee Schedule

| Business Type | Fee | Employee/Seat | Formula |
|---|---|---|---|
| Retail | $105.17 | $13.52 | |
| Service (inc. 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 | | |

(1) 20 seats or less, no seat assessment fees. Over 20 seats, $6.57 per seat starting with Seat 21. Eg. 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. Eg. 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. Eg. 2,500 sq. ft., total charge is $23.00 + $3.29 (500 sq. ft. x $0.006574) = $26.29 (calculations are rounded up)

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

# EXHIBIT “E”

# 2022

## Business Improvement District No. 1

## 2022 Estimated Expenditures

| Budget Item | | Description | | 2022 Estimated Budget |
|---|---|---|---|---|
| **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 | | $14,860.00 |
| | | | | |
| **Trash Receptacles** | | Additional liners & lids | | $200.00 |
| | | | | |
| **Landscaping** | | Additional planting supplies | | $1,000.00 |
| | | | | |
| **Custodial Contract** | | Maintenance of the BID area | | $21,840.00 |
| | | Pressure Washing | | $7,360.00 |
| | | | | |
| | | **TOTAL:** | | **$64,142.00** |
| | | | | |
| **Estimated Revenues for 2022:** | | $73,500 | | |
| | | | | |
| **Reserves as of 10/2021** | | $131,151.12 | | |
| | | | | |

# 2022 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. Eg. 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. Eg. 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. Eg. 2,500 sq. ft., total charge is $23.00 + $3.29 (500 sq. ft. x $0.006574) = $26.29 (calculations are rounded up)

(4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay $23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay $23.00 x 2 (5 units – 3 units) = $46.00

# City Council Staff Report

**DATE:** December 1, 2021

**AGENDA ITEM NO:** New Business No. 5A

**TO:** The Honorable Mayor and City Council

**FROM:** Ron Bow, City Manager
Inez Alvarez, Assistant City Manager

**SUBJECT:** Adopt a Resolution to Cast Votes for a Representative of the San Gabriel Basin Water Quality Authority Board

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution voting for representatives to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;
2. Directing City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 14th, 2021, at 12:00 p.m.; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) in 1992 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a 7-member board, one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

According to the bylaws of the San Gabriel Basin Water Quality Authority, a city with prescriptive water pumping rights, of which Monterey Park falls under, may nominate and elect a representative to the Water Quality Authority Board. All votes cast must be for only one candidate.

Each City with pumping rights has one vote for each 10,000 residents or majority thereof, as determined by U.S. Census Data. The City of Monterey Park has six votes to be cast.

The term of the board member and alternate representing cities with pumping rights will expire January 1, 2022. An election for this seat will take place on December 15, 2021 at 12:00 p.m. at the WQA office.

**BACKGROUND:**
Councilmember Jorge Marquez has been on the San Gabriel Basin Water Quality Authority Board since 2017 and has chosen to seek another term. A nomination period was opened to accept nominations for a Board Member to represent cities with prescriptive pumping rights. Councilmember Jorge Marquez from the City of Covina and Councilmember Robert Gonzalez from the City of Azusa were nominated. The City of Monterey Park City Council is required to adopt a Resolution to cast six votes, and submit the Resolution no later than December 14, 2021 at 12:00 p.m.

**FISCAL IMPACT:**
None.

Prepared by:

Inez Alvarez
Assistant City Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENTS:**
1. San Gabriel Basin Water Quality Authority Election Information and Ballot
2. Draft Resolution

# ATTACHMENT 1
## San Gabriel Basin Water Quality Authority
## Election Information and Ballot

# San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775



RECEIVED

NOV 3 2021

City Manager's Office
Monterey Park


October 28, 2021

City Manager
CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

RE: ELECTION FOR WQA BOARD MEMBER REPRESENTING CITIES WITH PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the election of the WQA Board Member representing cities with prescriptive pumping rights was closed on Friday, October 15, 2021 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, a list of cities with pumping rights and the number of votes to which each is entitled. Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2010 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Your city may cast its votes for one candidate by resolution of the city council. Please be aware that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

***Your city's resolution must be received at the address below by Tuesday, December 14, 2021 at 12:00 p.m. or it will not be counted. The resolution must also be sent via certified mail, UPS, FedEx with a signature required or hand delivered.*** ***Any resolutions sent to the WQA without a signature required will not be accepted. If you wish to hand deliver your vote please call our office ahead of time to schedule an appointment.*** Votes will be officially counted during the WQA's regular meeting on Wednesday, December 15, 2021 at 12:00 P.M.

If you should have any questions, please contact me at (626) 338-5555 or Stephanie@wqa.com

Sincerely,

Stephanie Moreno
San Gabriel Basin WQA
1720 W. Cameron Ave., Suite 100
West Covina, CA 91790

Enclosures

San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

# BALLOT

ELECTION OF CITY MEMBER FROM
CITIES WITH PUMPING RIGHTS
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

---

CITY: MONTEREY PARK

NUMBER OF VOTES TO BE CAST: 6

TO THE CITY COUNCIL:

The following nominees have been duly nominated by qualified cities for the office of city member of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights.

The election of the city member will take place at the regularly scheduled meeting of the Board of the Authority set for December 15, 2021, at 12:00 P.M., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one nominee by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above. All your city's votes must be cast for only one candidate.

The resolution of the city council casting its votes must be delivered to the Authority by December 14, 2021 at 12:00 P.M. via certified mail or hand delivered with at signature required, or the votes **will not** be counted.

This Ballot shall be accompanied by the resolution of the city council casting its votes for city member from cities with pumping rights.

List of Nominees:

Robert Gonzalez, City of Azusa

Jorge Marquez, City of Covina

**Cities with Pumping Rights**
2010 Census Data

| City | 2010 Population | # of Votes |
|---|---|---|
| Alhambra | 83,089 | 8 |
| Arcadia | 56,364 | 6 |
| Azusa | 46,361 | 5 |
| Covina | 47,796 | 5 |
| El Monte | 113,475 | 11 |
| Glendora | 50,073 | 5 |
| Industry | 219 | 1 |
| Irwindale | 1,422 | 1 |
| Monrovia | 36,590 | 4 |
| Monterey Park | 60,269 | 6 |
| South Pasadena | 25,619 | 3 |
| Whittier | 85,331 | 9 |
| | **Total votes** | **64** |

*SB 1679, Article 5. Sec. 505 (a)*

*Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.*

# ATTACHMENT 2
Draft Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, AUTHORIZING THE CASTING OF ITS VOTES FOR _____ COUNCILMEMBER TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

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

SECTION 1: The City Council finds as follows:

A. On September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority;

B. The Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin;

C. The City of Monterey Park is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

D. The City of Monterey Park must cast its votes for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

E. The City of Monterey Park must cast its votes by resolution of the city council; and

F. The resolution of the City of Monterey Park casting its votes must be received by the San Gabriel Basin Water Quality Authority no later than December 14, 2021, at 12:00 p.m. with a signature required.

SECTION 2: The City Council of the City of Monterey Park casts its full votes for Councilmember _____ as the representative for cities in the San Gabriel Basin with prescriptive pumping rights.

SECTION 3: *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 4: *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 5: *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 6: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

(Mayor signature and attestation must be on the same page.)

PASSED AND ADOPTED this 1st day of December, 2021.

_____
Yvonne Yiu, Mayor

Attest:

_____
Vincent D. Chang, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

**RESOLUTION NO.**

**A RESOLUTION IN SUPPORT OF THE CITY OF MONTEREY PARK'S DECLARATION OF NOVEMBER 14 – 20, 2021 AS "UNITED AGAINST HATE WEEK"**

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

SECTION 1: The City Council finds as follows:

SECTION 2: The United States is a nation of immigrants; whose strength comes from its diversity.

SECTION 3: The Constitution of the United States enshrines equality on all individuals, regardless of race, gender, orientation, religion, or political views.

SECTION 4: Recent policies and rhetoric have generated a toxic environment that encourages the propagation of racist, xenophobic, anti-Semitic, sexist, homophobic, Islamaphobic, and other negative views by emboldened hate groups and individuals.

SECTION 5: Deep divisions within our country are the result of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity.

SECTION 6: The number of hate crimes across the United States has increased dramatically over the past couple of years.

SECTION 7: The City of Monterey Park stands strongly in support of our diverse community, honoring and protecting every individual regardless of race, creed, color, gender, religion, ethnicity, nationality, orientation, or identity.

SECTION 8: Education, compassion, and cooperation are key to unlocking understanding and embracing differences between people.

SECTION 9: The City of Monterey Park seeks to join other communities around the state in recognizing United Against Hate Week as an important step in bridging divisions as well as strengthening our communities.

SECTION 10: *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 11: *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 12: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___ day of _____, 2021.

_____
Yvonne Yiu, Mayor

Attest:

_____
Vincent Chang, City Clerk