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

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

Wednesday
September 6, 2023
6:30 p.m.

MISSION STATEMENT

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

LAND ACKNOWLEDGMENT

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

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at http://www.montereypark.ca.gov/AgendaCenter/City-Council-17.

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

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- Community Development
- Fire Department
- Library
- Recreation and Community Services

[1.] PRESENTATION – None.

[2.] OLD BUSINESS

2-A. DISCUSSION OF CITY COUNCIL'S STANCE ON AMENDED SENATE BILL (SB) 710 (DURAZO)

It is recommended that the City Council consider:

(1) Providing direction and making a final determination regarding the City's stance on the amended language to SB 710: I-710 Terminus Regional Planning Task Force;

(2) If desirable, signing a letter on behalf of the City either supporting or opposing the amended language in SB 710; and

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

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

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

3-A. MINUTES

It is recommended that the City Council consider:

(1) Approving the minutes from the regular meetings of June 7, 2023 and June 21, 2023, and the special meetings of June 7, 2023, June 12, 2023, and June 21,2023; and

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

3-B. AUTHORIZATION FOR MAYOR TO SIGN LETTERS OF SUPPORT FOR CALIFORNIA SENATE BILL 326 AND ASSEMBLY BILL 531 ADDRESSING MENTAL AND BEHAVIORAL HEALTH SERVICES

It is recommended that the City Council consider:

(1) Authorizing Mayor to Sign Letters of Support for California Senate Bill 326 and Assembly Bill 531 Addressing Mental and Behavioral Health Services, and;

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

3-C. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO RECORD A NOTICE OF NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY IN THE CITY (APN 5254-002-031)

It is recommended that the City Council consider:

(1) Adopt a resolution to record a Notice of Nuisance Abatement Lien; and/or

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

CEQA (California Environmental Quality Act):

Adoption of the Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the action proposed by the proposed resolution would have a significant effect on the environment.

3-D. 2022-2023 ANNUAL INVESTMENT REPORT

It is recommended that the City Council consider:

(1) Adopting a Resolution authorizing the City Treasurer and City Manager to implement the City's Investment Policy for FY 2023-24;

(2) Receiving and filing the 2022-23 Annual Investment Report; and

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

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

It is recommended that the City Council consider:

(1) Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Chandler Asset Management for providing investment advisory services for three years with two optional one-year extensions (maximum 5-year contract term); and

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

3-F. SERVICES AGREEMENT AMENDMENT WITH NETWORK MAGIC, UNLIMITED, INC. FOR NETWORK AND INFRASTRUCTURE SERVICES

It is recommended that the City Council consider:

(1) Authorizing the Interim City Manager to execute an Amendment with Network Magic, Unlimited, Inc., in a form approved by the City Attorney, to provide network and firewall services for amount not to exceed $228,900; and,

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

3-G. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721 FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2025

It is recommended that the City Council consider:

(1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Services Employees' International Union, Local 721 ("SEIU");

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

3-H. PURCHASE OF TWO LAW ENFORCEMENT MOTORCYCLES

It is recommended that the City Council consider:

(1) Waiving bidding requirements pursuant to Monterey Park Municipal Codes §3.20.050 (2) through (4), and authorizing the Interim City Manager to execute an amendment to Agreement No. 2004-A with Long Beach BMW Motorcycles, in a form approved by the City Attorney, for the purchase of two (2) 2024 BMW R1250 RT-P 753 law enforcement motorcycles;

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

3-I. WAIVE FURTHER READING AND ADOPT AN ORDINANCE ADDING SECTION 13.18 ENTITLED "FIREARMS PROHIBITED ON PUBLIC PROPERTY" TO THE MONTEREY PARK MUNICIPAL CODE

It is recommended that the City Council consider:

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

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

3-J. WAIVE FURTHER READING AND ADOPT AN ORDINANCE ADDING SECTION 9.58.050 ENTITLED "SAFE STORAGE" TO THE MONTEREY PARK MUNICIPAL CODE

It is recommended that the City Council consider:

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

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

3-K. WAIVE FURTHER READING AND ADOPT ZONING CODE AMENDMENT NO. 22-01 (ZCA-22-01), AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.19, ENTITLED "INCLUSIONARY HOUSING" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT

It is recommended that the City Council consider:

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

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

3-L. ONE-YEAR TIME EXTENSION FOR TENTATIVE MAP NO. 82607 (TM-20-03) – 126 NORTH NEW AVENUE (ASSESSOR'S PARCEL NO. (APN 5286-019-013))

It is recommended that the City Council consider:

(1) Adopting a resolution approving a Time Extension for Tentative Map No. 82607 (TM-20-03); and

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

CEQA (California Environmental Quality Act):

The Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 under Resolution No. 12259. No additional environmental review is necessary.

3-M. CALIFORNIA STATE LIBRARY ZIP BOOKS GRANT FISCAL YEAR 2023/24

It is recommended that the City Council consider:

(1) Accepting $3,776 in California State Library grant funding to purchase books and an Amazon Prime membership;

(2) Appropriating the $3,776 funding into the 2023-24 Fiscal Year budget; and

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

3-N. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) ENTERPRISE AGREEMENT

It is recommended that the City Council consider:

(1) Waiving the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(2);

(2) Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Environmental Systems Research Institute, Inc. (ESRI), for Enterprise GIS software, maintenance and support in an amount of $170,580; and

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

3-O. RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO APPLY FOR, SUBMIT APPLICATIONS, RECEIVE AND APPROPRIATE GRANT FUNDS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY IS ELIGIBLE

It is recommended that the City Council consider:

(1) Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, submit applications, receive, and appropriate grant funds for all CalRecycle Grants for which the City is eligible; and

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

3-P. AMENDMENT TO CT&T CONCRETE PAVING, INC. AGREEMENT 2373-AC, AND AWARD OF CONTRACT FOR SIDEWALK REPAIR PROJECT

It is recommended that the City Council consider:

(1) Authorizing the Interim City Manager to execute the First Amendment, in a form approved by the City Attorney, to Agreement No. 2373-AC with CT&T Concrete Paving, Inc., to increase the contract amount by $296,200, for additional concrete work for a total of $1,867,433 plus $186,743 in contingency; and

(2) 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). 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 noise, air quality, or water quality.

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

It is recommended that the City Council consider:

(1) Receive and File the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line; and

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

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING TO REVIEW AND APPROVE THE FISCAL YEAR (FY) 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

It is recommended that the City Council consider:

(1) Opening the public hearing to receive testimonial and documentary evidence;

(2) Approving the draft FY 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;

(3) Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");

(4) Authorizing the Interim City Manager, or her designee, to take all actions necessary or desirable to complete and submit the CAPER; and

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

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

It is recommended that the City Council consider:

(1)

(2) Adopting a resolution establishing the formula to calculate in-lieu fees and fees associated with the calculation of in-lieu fees for the Inclusionary Housing Ordinance; and

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

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; “CEQA”) and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines”), the proposed fee resolution is categorically exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Resolution, by itself, does not constitute a “project” as defined in the CEQA Guidelines because it involves a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).

[5.] NEW BUSINESS

5-A. DISCUSSION OF ESTABLISHING A MEMORIAL COMMITTEE FOR THE JANUARY 21ST MASS SHOOTING INCIDENT

It is recommended that the City Council consider:

(1) Receiving and filing the staff report and attachments;

(2) Discussing the establishment an independent Memorial Committee for the January 21st Mass Shooting Incident;

(3) If desirable, providing additional staff direction; and

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

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND PROCLAIMING SEPTEMBER 15 THROUGH OCTOBER 15, 2023 AS NATIONAL HISPANIC HERITAGE MONTH (REQUESTED BY MAYOR SANCHEZ)

It is recommended that the City Council consider:

(1) Adopting a Resolution of the City Council of the City of Monterey Park, California, declaring and proclaiming September 15 through October 15, 2023 as National Hispanic Heritage Month; and

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

[7.] FUTURE AGENDA ITEMS

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

ADJOURNED

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, Interim City Manager

SUBJECT: Discussion of City Council's stance on amended Senate Bill (SB) 710 (Durazo)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Providing direction and making a final determination regarding the City's stance on the amended language to SB 710: I-710 Terminus Regional Planning Task Force;
2. If desirable, signing a letter on behalf of the City either supporting or opposing the amended language in SB 710; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff was recently made aware that the Office of California Senator Maria Elena Durazo amended SB 710 to clarify the jurisdictions affected by the Bill (i.e., it now only covers the cities of Alhambra and Los Angeles). The City was invited to take appropriate action. The amended language changes "committee" to "task force" and specifically names the entities that will have representatives on the task force.

If SB 710 were enacted, the Terminus Regional Planning Task Force would meet quarterly to discuss traffic issues and potential land uses, including affordable housing, student housing, workforce development space, public university expansion, parks, open space, and alternative transportation. The Task Force is also required to complete and submit a report to the Legislature by December 1, 2025, on projects and land use in the State Route 710 Terminus adjacent areas, including a summary and status of the Alhambra 710 Arterial Project. Both the cities of Alhambra and Los Angeles are in support of SB 710 as amended.

BACKGROUND:

The State of California adopted its Master Plan of Freeways and Expressways in 1959 which included an extension of Route 7 (now known as the SR-710 and the I-710) from Long Beach to Huntington Drive, northward to the Foothill Freeway (I-210). The 23-mile stretch of the I-710 was completed in 1964, leaving a 4.3-mile gap (SR-710) between the I-10 and I-210 freeways. Over the years, planning efforts continued for the completion of SR-710 as originally intended, however, the SR-710 Gap Closure Project evolved to evaluating alternatives that would relieve congestion on local streets and address community concerns. On May 25, 2017, the Los Angeles County Metropolitan

Transportation Authority Board voted to eliminate the SR-710 North extension between Alhambra and Pasadena.

Senate Bill 710 introduced by Senator Durazo would require the California Department of Transportation to establish and administer a Terminus Regional Planning Task Force to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to the State Route 710 Terminus adjacent areas with the purpose of putting the state-owned land to other uses.

At the Regular City Council meeting on April 5, 2023, the City Council expressed its concerns and opposition for SB 710, emphasizing the then-proposed bill would jeopardize or delay local and regional projects related to the 710 Stub. In addition, the City Council felt there was a lack of participation/input from the City and respectfully urged Senator Durazo to not move forward with the legislation. By consensus, the City Council directed the City Manager to draft letters in opposition to the Bill.

Since that meeting, Senator Durazo amended SB 710 to specifically detail the representatives that would serve on the proposed task force.

Neighboring cities that have previously opposed SB 710 (e.g., Alhambra, Los Angeles, and Pasadena), now support the amended Bill. Amended SB 710 currently seeks to require the California Department of Transportation (CalTrans) to establish and administer a Terminus Regional Planning Task Force to report on potential land uses for properties associated with the SR-710 Terminus Project and would ensure participation from affected communities to consider the types of projects, programs, and improvements. In addition, the amended Bill does not impede on a local jurisdiction's ability to implement projects at the SR-710 Terminus or in SR-710 Terminus adjacent areas.

FISCAL IMPACT:
There is no direct fiscal impact associated with the recommended actions.

Respectfully submitted by:

Inez Alvarez
Interim City Manager

Prepared by:

Andrew Lee
Principal Management Analyst

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Amended Senate Bill 710
2. Letter of Support from Senator Maria Elena Durazo
3. Letters of Support from the Cities of Alhambra, Los Angeles, and Pasadena
4. April 5, 2023 Presentation - Update of SB 710

ATTACHMENT 1
Amended Senate Bill 710

AMENDED IN ASSEMBLY JUNE 26, 2023

AMENDED IN ASSEMBLY JUNE 21, 2023

AMENDED IN SENATE MAY 18, 2023

AMENDED IN SENATE MARCH 20, 2023

SENATE BILL No. 710

Introduced by Senator Durazo

February 16, 2023

An act to add and repeal Section 118.8 of the Streets and Highways Code, relating to surplus property.

LEGISLATIVE COUNSEL'S DIGEST

SB 710, as amended, Durazo. Sale of excess state highway property: State Highway Route 710 Terminus.

Existing law provides that the Department of Transportation shall have full possession and control of the state highway system and associated real property. Existing law, if the department determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. Existing law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710.

This bill would require the department to establish and administer a Terminus Regional Planning ~~Committee~~, *Task Force*, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to the State Route 710

Terminus adjacent areas, as defined. The bill would repeal these provisions on January 1, 2027.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The State Route 710 Terminus was purchased by the Department of Transportation for use in building a Route 710 connection to Route 210. This use of eminent domain displaced many in the El Sereno neighborhood in the City of Los Angeles, as hundreds of homes were purchased with the intent to eventually remove the structures and construct an extension to Route 710 to close a 4.5-mile unconstructed gap between the City of Alhambra and the City of Pasadena. The State Route 710 Terminus is also bordered by the California State University, Los Angeles.

(b) The Legislature added Section 622.3, authorizing the commission to relinquish this portion of Route 710, and Section 253.9 to exclude, as of January 1, 2024, the section of Route 710 between Route 10 and Route 210 from the California freeway and expressway system.

(c) Therefore, much of this land is no longer needed by the Department of Transportation and can be put to other uses.

(d) Additionally these changes raise the need to address traffic flow in the area. Currently, Route 710 north ends abruptly just north of Route 10, causing traffic and congestion and affecting the City of Los Angeles as well as the Cities of Alhambra, South Pasadena, and Pasadena.

(e) The City of Alhambra has identified funding for a project to transform the State Route 710 Terminus into an arterial, transitioning between Route 710 and Valley Boulevard, which is being developed in conjunction with the Department of Transportation as the Alhambra 710 Arterial Project. Other stakeholders may have an interest in studying additional projects in the State Route 710 Terminus adjacent areas that address land use, multijurisdictional planning, and transportation beyond the scope of the Alhambra 710 Arterial Project.

SEC. 2. Section 118.8 is added to the Streets and Highways Code, to read:

118.8. (a) For purposes of this section, the following definitions apply:

(1) "State Route 710 Terminus" means the Route 710 Terminus in the City of Alhambra, north of Route 10, built and currently operating as State Route 710.

(2) "The State Route 710 Terminus adjacent areas" means any department-owned areas or any areas impacted by past department planning for State Route 710, within the geographic area in any jurisdiction of the County of Los Angeles bounded by North Eastern Street to the west; Huntington Drive, west of the intersection of Huntington Drive and West Main Street, and West Main Street, east of that intersection, on the north; South Fremont Avenue on the east; and Route 10 on the south, excluding the State Route 710 Terminus.

(b) (1) The department shall establish and administer a Terminus Regional Planning ~~Committee,~~ *Task Force,* composed of ~~representatives from the City of Alhambra; the City of Los Angeles; the County of Los Angeles; the LA-32 Neighborhood Council; the California State University, Los Angeles; the Los Angeles County Metropolitan Transportation Authority; and one community-based organization, with the requirement to incorporate robust community engagement, that shall meet quarterly and complete and submit a report to the Legislature in compliance with Section 9795 of the Government Code, by December 1, 2025, on projects and land use in the State Route 710 Terminus adjacent areas, including a summary and status of the Alhambra 710 Arterial Project. The committee shall discuss, and the study shall address, but need not be limited to, the issues of traffic and potential land uses, including affordable housing, student housing, workforce development space, public university expansion, parks, open space, and alternative transportation.~~ *the following members:*

~~(2) In selecting members of the committee, the department shall ensure jurisdictional balance.~~

(A) Two representatives from the City of Alhambra.

(B) Two representatives from the City of Los Angeles, one of whom resides in the 90032 Zip Code.

(C) One representative from the County of Los Angeles.

(D) One representative from the California State University, Los Angeles.

(E) One representative from the Los Angeles County Metropolitan Transportation Authority.

(F) One representative from a business or workforce entity.

(G) One representative from a community-based organization.

(H) No more than two additional members to be appointed by the department.

(2) The department shall issue a solicitation of interest throughout the community and, from respondent entities, select the business or workforce entity and the community-based organization to be represented on the task force pursuant to subparagraphs (F) and (G) of paragraph (1), respectively.

(3) Each of the entities identified in subparagraphs (A) to (E), inclusive, of paragraph (1) and each of the entities selected pursuant to paragraph (2) shall nominate its representative to the department. The Mayor of the City of Los Angeles and the Los Angeles City Council shall jointly nominate the representatives of the City of Los Angeles. The Alhambra City Council shall nominate the representatives of the City of Alhambra.

(4) The department, in considering the nominations, shall ensure jurisdictional balance on the task force.

(c) (1) The task force shall meet quarterly, incorporating robust community engagement, to discuss the issues of traffic and potential land uses, including affordable housing, student housing, workforce development space, public university expansion, parks, open space, and alternative transportation.

(2) By December 1, 2025, the task force shall complete and submit a report to the Legislature, in compliance with Section 9795 of the Government Code, on projects and land use in the State Route 710 Terminus adjacent areas addressing the issues identified in paragraph (1), including a summary and status of the Alhambra 710 Arterial Project.

(3) Notwithstanding any other law, the report required to be submitted pursuant to paragraph ~~(1)~~ *(2)* shall not be considered a land use study.

~~(4)~~

(d) Upon completing its duties required under ~~paragraph (1),~~ *subdivision (c),* the ~~committee~~ *task force* shall dissolve.

~~(5)~~

(e) Nothing in this section shall be construed to authorize the ~~committee~~ *task force* to impede a local jurisdiction's ability to implement projects at the State Route 710 Terminus or in State Route 710 Terminus adjacent areas.

~~(c)~~

(f) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.

O

ATTACHMENT 2
Letter of Support from Senator Maria Elena Durazo

CAPITOL OFFICE
1021 O STREET, SUITE 7530
SACRAMENTO, CA 95814
TEL (916) 651-4026
FAX (916) 651-4926

SENATOR.DURAZO@SENATE.CA.GOV

California State Senate

SENATOR
MARÍA ELENA DURAZO
TWENTY-SIXTH SENATE DISTRICT

August 7, 2023

City of Monterey Park
320 W Newmark Avenue
Monterey Park, CA 91754

RE: LETTER OF SUPPORT- SB 710

Dear Mayor Jose Sanchez,

Thank you for sharing your concerns about SB 710 (Durazo) I-710 Regional Terminus Planning Task Force. I am pleased to share that the bill now has the support of the cities of Alhambra and Los Angeles and I am including support letters from them here.

I have amended the bill to clarify that its jurisdiction only covers those two cities. I worked with the City of Alhambra to amend the bill in a way that addressed their concerns and moved them to support the bill. I am attaching the latest copy of the bill for reference.

I hope you will consider removing your opposition and moving to support the bill as well.

If you have any questions, please contact Andie Lopez at my office at (213) 483-9300.

Sincerely,

MARÍA ELENA DURAZO
State Senator
Twenty-Sixth Senate District

ATTACHMENT 3
Letters of Support from the Cities of Alhambra, Los Angeles, and Pasadena

City of Alhambra
Office of the Mayor and City Council

June 26, 2023

The Honorable Laura Friedman
California State Assembly,
Chair of the Transportation Committee
1020 N Street, Room 112
Sacramento, CA 95814

RE: SB –710 (Durazo) Sale of Excess State Highway Property

Dear Assemblymember Friedman,

The City of Alhambra supports SB 710 (Durazo) as amended. This bill will require the California Department of Transportation to establish and administer a Terminus Regional Planning Committee, as provided, to meet quarterly and complete a report to the State on the issues of traffic and potential land use related to the State Route 710 Terminus adjacent areas.

The City of Alhambra currently has plans to convert the Terminus from a six-lane freeway into a four-lane local arterial. This bill as amended, excludes Alhambra's arterial project from the list of "adjacent Terminus areas" to be discussed. Further, the bill does not impede on a local jurisdiction's ability to implement projects at the State Route 710 Terminus or in State Route 710 Terminus adjacent areas. The bill, therefore, presents no conflict with regard to important Terminus work now underway by the City of Alhambra.

The City of Alhambra values opportunity for additional public engagement of community development planning. That said, we support the intentions to facilitate multi-jurisdictional planning and public participation specific to the "adjacent Terminus areas," which are beyond Alhambra's current scope for the Terminus. We also look forward to participating in the Terminus Regional Planning Committee discussions and related reporting.

Sincerely,

Adele Andrade-Stadler, Mayor

Ross J. Maza, Vice Mayor

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

626 570-5010

FAX 281-2248

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Sasha Renée Pérez, Councilmember

Katherine Lee, Councilmember

Jeffrey K. Maloney, Councilmember

Cc: California Senator, Maria Elena Durazo
Assemblymember Mike Fong
Senator Susan Rubio
Senator Anthony Portantino
Assembly Member Vince Fong
Assembly Member Marc Berman
Assembly Member Juan Carrillo
Assembly Member Laurie Davies
Assembly Member Mike A. Gipson
Assembly Member Gregg hart
Assembly Member Dr. Corey Jackson
Assembly Member Ash Kalra
Assembly Member Josh Lowenthal
Assembly Member Stephanie Nguyen
Assembly Member Kate A. Sanchez
Assembly Member Greg Wallis
Assembly Member Christopher M. Ward
Assembly Member Buffy Wicks
Monterey Park City Council
San Gabriel City Council
South Pasadena City Council
Rosemead City Council
Pasadena City Council
Alhambra Unified School District
Alhambra Chamber of Commerce
San Gabriel Valley Council of Governments
Rosemead Chamber of Commerce

July 31, 2023

The Honorable Chris Holden
Chair, Assembly Committee on Appropriations
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 710 (Durazo) Sale of excess state highway property: State Highway Route 710 Terminus.

Dear Chair Holden,

Pursuant to actions taken by the Los Angeles City Council on June 28, 2023, (Council File: 23-0002-S60) I write to express **SUPPORT for SB 710 (Durazo)**, which requires the California Department of Transportation (Caltrans) to establish and administer a Terminus Regional Planning Committee (TRP), an important step toward addressing ongoing traffic and potential land use issues associated with the "State Route 710 Terminus Project".

Initiated in the 1960s, this project displaced numerous El Sereno residents through eminent domain, causing years of ensuing controversy. In 2018, Caltrans decided that traffic light and intersection enhancements, coupled with other local road improvements, would substitute the plan for a freeway connection. Consequently, the Los Angeles County Metropolitan Transportation Authority allocated over $1 billion in local, state, and federal funds for alternative local and regional projects across multiple cities.

The establishment of the TRP Committee, which would include representatives from the City of Los Angeles, would help pave the way for effective participatory decision-making processes. This move would provide a platform for the affected communities to influence the nature of projects, programs, and improvements for the land in question.

This bill would empower the voices of residents and serve as a pivotal step in the right direction for resolving ongoing traffic and land use issues linked to the former “State Route 710 Terminus Project.”

For these reasons, the City of Los Angeles supports SB 710.

Sincerely,

Office of Los Angeles Mayor Karen Bass

OFFICE OF THE CITY MANAGER

August 8, 2023

Senator Maria Elena Durazo
1808 Sunset Blvd
Los Angeles, CA 90026

RE: LETTER OF SUPPORT - SB710 (Durazo)

Dear Senator Durazo,

The City of Pasadena supports SB 710 as amended. We appreciate the opportunity to collaborate on state bills that would infringe upon local and regional planning and engagement. We value public engagement in all community development planning.

We support intentions to facilitate multi-jurisdictional planning and public participation specific to the adjacent Terminus areas and are thankful for your thoughtful amendments, which will provide for the continuity of work already underway, without the unnecessary risk of delaying or halting progress on projects in the region.

Sincerely,

Miguel Márquez
City Manager

cc: Assemblymember Mike Fong
Senator Susan Rubio
Senator Anthony Portantino
Senator Lena A. Gonzalez
Senator Roger W. Niello
Senator Benjamin Allen
Senator Bob Archuleta
Senator Josh Becker
Senator Catherine Blakespear
Senator Dave Cortese

Senator Brian Dahle
Senator Bill Dodd
Senator Monique Limón
Senator Mike McGuire
Senator Josh Newman
Senator Janet Nguyen
Senator Kelly Seyarto
Senator Thomas J. Umberg
Senator Aisha Wahab
Monterey Park City Council Members
San Gabriel City Council Members
South Pasadena City Council Members
Chris Hannon, LA/OC Building Trades
Alhambra City Council Members

ATTACHMENT 4
April 5, 2023 Presentation – Update of SB 710

City of Monterey Park
City Council Meeting
April 5, 2023

Update of Senate Bill 710

Overview

- State Highway Route 710 Terminus
- Traffic congestion 710, 10 Freeway
- Terminus Regional Planning Committee
- Impacts to San Gabriel Valley

State 710 Terminus

- Location between the 10 Freeway north and Valley Blvd. 4.5 Miles stretch of 710 Freeway
- North & South Bound traffic Impacted
- Transitions to and from the 10 Freeway
- Traffic Impacts to the City of Monterey Park

State Route 710 Terminus

Traffic Congestion

- North Bound 710 & 10 FRWY West/Eastbound ramp
- Ramona, Garvey, Fremont, Corporate Center, Monterey Pass Rd, Ford/Cesar Chavez – Monterey Pass
- Floral, Cesar Chavez, 1st & 3rd Street Medinik to Monterey Pass Rd.

Regional Planning Committee

- Representatives: City of Alhambra, City of Los Angeles, County of Los Angeles, LA-32 Neighborhood Council, CSULA, MTA, and one Community-Based Organization
- Committee discuss, study and address but not limited to issues of traffic connecting to 10 FWY and potential land uses, including affordable housing, student housing, workforce development space, public university expansion, parks, open space, and alternative transportation

Impacts to San Gabriel Valley

- Alhambra, Monterey Park, San Gabriel, Rosemead, Montebello, South Pasadena, Pasadena, and San Marino
- Commuters of the 710 continue to use Monterey Park as an alternative to their destination impacting our community

Thank You!

Questions?

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Maychelle Yee, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meetings of June 7, 2023 and June 21, 2023 and the special meetings of June 7, 2023, June 12, 2023, and June 21, 2023; and

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

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Maychelle Yee
City Clerk

Prepared by:

Helena Cho
Assistant Deputy City Clerkk

Approved By:

Inez Alvarez
Interim City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1
Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JUNE 7, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 7, 2023 at 5:30 p.m.

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

ROLL CALL:
Mayor Sanchez called the roll:

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

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

VIRTUALLY PRESENT: Steve Berliner of Liebert Cassidy & Whitmore

PUBLIC COMMUNICATIONS:

- Jesus Hernandez, Service Employees International Union (SEIU) 721, spoke about salary negotiations.

- John Lieu, SEIU 721, talked about contract negotiations with the city.

- Jose Mendivil, SEIU 721, spoke about contract negotiations with the city.

1. CLOSED SESSION
The City Council adjourned to Closed Session at 5:35 p.m.

1-A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Government Code § 54956.9(d)(1)): NUMBER OF CASES: 1.

Chen v. Monterey Park, (filed March 7, 2023) LASC Case No. 23AHCV00498

1-B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Threat of litigation pursuant to Government Code § 54956.9(d)(2)): 1 matter.

Facts and Circumstances: Letter dated October 6, 2022 (Claim No. 2245-CL).

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

City Negotiators:	Steve Berliner and Christine Tomikawa
Employee Organizations:	Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

1-D. CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): 1 item

Employee Organization:	City Manager (unrepresented)
City Designated Representative:	City Attorney

1-E. EVALUATION OR APPOINTMENT OF PUBLIC EMPLOYEE (Gov't Code § 54957(b)(1)): 1 item.

Position:	City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:30 p.m.

Action Taken: City Attorney Berger reported out of Closed Session the retirement of City Manager Ron Bow as of July 7, 2023 and the appointment of Inez Alvarez as Interim City Manager.

_____

Maychelle Yee
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JUNE 7, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 7, 2023 at 6:30 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 6:35 p.m.

FLAG SALUTE:
The Fire Explorers called the flag salute.

ROLL CALL:
Deputy City Clerk Cindy Trang called the roll:

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

ALSO PRESENT:, City Manager Ron Bow, City Attorney Karl Berger, City Treasurer Amy Lee, Assistant City Manager Inez Alvarez, Police Chief Scott Wiese, Fire Chief Matthew Hallock, City Librarian Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Director of Human Resources and Risk Manager Christine Tomikawa, Public Works Manager Chris Reyes, Senior Librarian Kristin Olivarez, Finance Manager Laura Borjon, Senior Planner Beth Chow, Principal Management Analyst Andrew Lee, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho

VIRTUALLY PRESENT: None

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
City Manager Bow pulled Item No. 3B for consideration at a future City Council meeting. Mayor Sanchez reported out of the 5:30 pm Special Meeting, the retirement of City Manager Bow and the appointment of Inez Alvarez as Interim City Manager effective July 7, 2023.

PUBLIC COMMUNICATIONS

- Sarkis Antonian spoke on the country's use of natural gas.

- Bill Lam talked about public transportation needs in Monterey Park, specifically on Monterey Pass Road and provided documentation on his comments.

- Jesus Hernandez, City Electrician and Chapter President of Service Employees International Union (SEIU) Local 721, communicated about the current labor negotiations with the City and requested that the City match the union's numbers.

- Deputy City Clerk Trang read, received, and filed two (2) written communications from Christopher Herrera and Lina Nguyen both SEIU city employees who requested the support of the City Council of the SEIU labor contract negotiations.

STAFF COMMUNICATIONS

- Library: City Librarian Garcia and Senior Librarian Olivarez provided an update on the various summer events at the library and Langley Senior Center. They also spoke briefly about the city's website redesign.

1. NEW BUSINESS

1-A. GEORGE ELDER MEMORIAL DAY

The Monterey Park Police Department is celebrating the day of June 9th, as George Elder Memorial Day. This day is celebrated annually and honors Officer George Elder. Officer George Elder was only twenty-nine years old when he was shot and killed in the line of duty. Officer George Elder was in an exchange of gunfire while attempting to apprehend suspects who had just robbed a grocery store in Monterey Park. George Elder was transported to the hospital where he was pronounced dead. Three suspects were eventually convicted of first-degree murder. Officer George Elder was survived by his wife and three children. We are enlisting your support in the form of a resolution to honor Officer George Elder who was murdered protecting the residents of Monterey Park.

Action Taken: The City Council adopted Resolution No. 2023-R44 declaring the day of June 9th to be George Elder Memorial Day in the City of Monterey Park.

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

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

Resolution No. 2023-R44
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING JUNE 9TH, 2023 GEORGE ELDER MEMORIAL DAY IN MONTEREY PARK

2. OLD BUSINESS

None.

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

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

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A, 3D, 3E, 3G, and 3I on Consent Calendar, excluding Item Nos. 3C, 3F, and 3H which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof. City Manager Bow pulled Agenda Item No. 3B which was continued to a future City Council meeting. Council Member Lo reported a conflict of interest on Agenda Item No. 3H as his real property is within 500 feet of one of the project sites.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	Lo (Item No. 3H)

3-A. MINUTES

Approve the minutes from the regular meeting of April 19, 2023.

Action Taken: The City Council approved the minutes from the regular meeting of April 19, 2023, on Consent Calendar.

3-B. AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE NATELSON GROUP CONSULTING FIRM TO ASSIST THE CITY IN UPDATING ITS 2010 ECONOMIC DEVELOPMENT STRATEGIC PLAN AND TO CARRY OVER ARPA FUNDS OF $81,620 FROM FY2022-23 TO FY2023-24 TO FUND THE PROJECT

It is requested that the City Council authorize the City Manager to engage a consulting firm to assist the City in updating its 2010 Economic Development Strategic Plan. Monterey Park's economic landscape has rapidly evolved over the past decade and accelerated even more with the onset of the COVID-19 pandemic. Therefore, updating the City's Strategic Plan is crucial to ensure the City's continued economic growth, competitiveness, and resilience. The Natelson Dale Group was identified as having the knowledge, skills, and most favorable pricing structure to provide the City with an updated Plan that aligns with the City Council's current economic goals and positions Monterey Park for long-term growth and success.

Public Communications:

- Alexander Fung, Dora Leung, Tomas Wong and Billy Yeung, members of the city's Economic Development Advisory Committee (EDAC) submitted written communications requesting that the City Council provide an opportunity for EDAC to review proposals.

Recommendation: The City Council consider (1) Authorizing the City Manager to enter into a professional services agreement, in the amount of $81,620, with The Natelson Dale Group, Inc., in a form approved by the City Attorney, to assist the City in updating its 2010 Economic Development Strategic Plan; and (2) Taking such additional, related action that may be desirable.

Action Taken: This item was pulled by City Manager Bow for consideration at a future City Council meeting.

3-C. TREE SPECIES SELECTIONS FOR ONGOING SIDEWALK IMPROVEMENTS

As part of the City exercising due diligence regarding continued sidewalk improvements along residential sidewalks and business corridors in the public right of way, nuisance trees causing infrastructure damage will be removed and replaced with less intrusive, functionally suitable, and aesthetically pleasing trees.

Staff has completed its analysis of tree species that will serve immediate needs and any subsequent required applications of removal and replacement. Formal presentations have been made to the Environmental Commission and to Business District representatives within the past 60 days. These presentations yielded positive input, interest and anticipation for the project to begin.

Public Communications:

- Deputy City Clerk Trang read, received, and filed a written communication from Andrew Yip who voiced his concern of the lack of San Gabriel Valley native trees on the tree species list.

Action Taken: The City Council approved the tree species listed in Exhibit A to the staff report be included in all applicable Public Works sidewalk hazard removal and replacement projects.

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

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

3-D. EDISON TRAILS PARK PLAYGROUND REPLACEMENT PROJECT – AWARD OF CONTRACT

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the Edison Trails Park Playground Replacement Project, Capital Improvement Project No. 95017. The public bid opening for this project was held on May 11, 2023. One bid was received from R.E. Schultz Construction, Inc. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with R.E. Schultz Construction, Inc for the Edison Trails Park Playground Replacement Project in the amount of $207,272, plus 10% contingency.

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

Action Taken: The City Council authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc in the amount of $207,272 for Edison Trails Park Playground Replacement Project, Specification No. 2023-003; and authorized the Director of Public Works to approve change orders and contingency up to $20,727 or 10% of the contract amount, on Consent Calendar.

3-E. CIP 96039 SIDEWALK REPAIR PROJECT– AWARD OF CONTRACT

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the Sidewalk Repair Project CIP No. 96039. The public bid opening for this project was held on May 11, 2023. Four bids were received from: CT&T Concrete Paving, Inc; Kalban, Inc; Onyx Paving Company, Inc; and Stance Construction Company. Staff recommends that City Council authorize the City Manager to execute a Public Works contract with CT&T Concrete Paving, Inc for this project in the amount of $1,571,233 plus 10% contingency.

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

Action Taken: The City Council authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with CT&T Concrete Paving, Inc., in the amount of $1,571,233 for the Capital Improvement Project (CIP) No. 96039 Sidewalk Repair Project, Specification No. 2022-011; and authorized the Director of Public Works to approve change orders and contingency up to $157,123 or 10% of the contract amount, on Consent Calendar.

3-F. RESOLUTION IDENTIFYING A PUBLIC WORKS STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2023-24 BUDGET AND FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 addresses the significant multi-modal transportation funding shortfall statewide. As of November 2017, portions of SB1 revenues are deposited into a Road Maintenance and Rehabilitation Account (RMRA) and made available to eligible cities and counties, which must comply with RMRA funding requirements as determined by the California Transportation Commission (CTC).

RMRA funds made available for the Local Streets and Roads Funding Program are prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects.

The CTC provided a number of example projects and uses for RMRA funding that includes, but are not limited to, the following: Road Maintenance and Rehabilitation, Safety Projects, Railroad Grade Separations, Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project), and Traffic Control Devices.

Action Taken: The City Council adopted Resolution No. 2023-R45 identifying a street maintenance project to be included in the FY 2023-24 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney.

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

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

Resolution No. 2023-R45
A RESOLUTION IDENTIFYING A STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2023-24 BUDGET AND FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

3-G. PURCHASE OF PARTS AND MATERIALS FOR PIPELINES

The Water Division purchases various pipe supplies and parts to maintain the City's water pipelines. Staff has solicited pricing from local vendors and requests that City Council award contracts to all five companies: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co. for the purchase of parts and materials. The contracts will have a term of three-years and a combined total not to exceed $500,000 annually.

Action Taken: The City Council awarded three-year contracts to five vendors: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co., in a form approved by the City Attorney, for a combined total not to exceed $500,000, annually, for the purchase of pipe supplies and related parts for the Water Division, on Consent Calendar.

3-H. 2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS PROJECT – AWARD OF CONTRACT

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the 2022-23 Street Rehabilitation at Various Locations project, Capital Improvement Project No. 96031. The public bid opening for the 2022-23 Street Rehabilitation at Various Locations Project was held on March 28, 2023. Three bids were received: All American Asphalt, Excel Paving Company, and Hardy & Harper, Inc.

One of the streets included in the project, New Avenue, is a shared street with the City of Rosemead. The City of Rosemead will be reimbursing the City of Monterey Park for costs associated with their portion of the street. The reimbursement is estimated at $152,095.05 and includes costs for road improvements and project management.

Staff recommends that the City Council authorize the City Manager to execute a contract with All American Asphalt, the lowest responsible bidder, for the 2022-23 Street Rehabilitation at Various Locations Project in the amount of $6,865,699 plus 15% contingency.

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

Action Taken: Council Member Lo reported a Conflict of Interest as his real property is located within 500 feet of one of the project sites and left the dais and did not participate in discussion on this item. The City Council (1) authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt of Corona, CA in the contract amount of $6,865,699 for the 2022-23 Street Rehabilitation at Various Locations Project; (2) authorized the Director of Public Works to approve change orders and contingency up to $1,029,855, or 15% of the contract amount for a total project cost of $7,895,554; and (3) accepted and appropriated anticipated reimbursement from the City of Rosemead in the amount of $152,095 for costs related to their portion of work on New Avenue to the Capital Improvement Project No. 96031 budget.

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

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

3-I. NOTICE OF COMPLETION – VARIOUS CAPITAL IMPROVEMENT PROJECTS

Pursuant to City Council Resolution No. 11701, the Public Works Director is authorized to record a Notice of Completion for Capital Improvement Projects (CIP). The City recently completed CIP 96036 – 2022 Residential Street Rehabilitation Project, CIP 99010 – Emerson Sewer Project, CIP 95027 – Sierra Vista Courts, and CIP 93004 – Citywide Cameras. Upon completion, the work was inspected and approved by the City Engineer. It is recommended that the City Council receive and file the Notice of Completions recorded by the Public Works Director for these projects.

Action Taken: The City Council (1) received and filed the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the 2022 Residential Street Rehabilitation Specification No. 2022-008 completed by All American Asphalt, Inc.; (2) received and filed the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements Specification No. 2022-007 completed by Sancon Technologies, Inc.; (3) received and filed the Notice of Completion recorded by the Public Works Director on May 3, 2023 accepting the Sierra Vista Court Resurfacing project completed by Trueline Construction and Surfacing Inc.; and (4) received and filed the Notice of Completion recorded by the Public Works Director on May 11, 2023 accepting the Citywide CCTV Camera Specification No. 2022-001 completed by Endeavor Advanced Solutions, on Consent Calendar.

4. PUBLIC HEARING

4-A. ADOPTION OF A RESOLUTION ADDING NEW USER FEES AND CHARGES RELATING TO POTABLE WATER SERVICES INCLUDING, WITHOUT LIMITATION, RECONNECTION FEES FOR PREVIOUSLY DISCONNECTED WATER SERVICE

On March 15, 2023, City staff presented at the Council Meeting a receive and file notification informing Council and the public that the City will resume water shut-offs and late fees pursuant to Monterey Park Municipal Code (“MPMC”) § 14.12.240.

The City is seeking authorization to add new water reconnection charges to appropriately capture and receive actual costs for the reconnection service. The attached Resolution for City Council consideration will be incorporated into the Master Fee Schedule.

Action Taken: The City Council opened the public hearing at 7:32 p.m. to receive public testimony, closed the public hearing at 7:44 p.m. with no registered speakers; and adopted Resolution No. 2023-R46 to add new user fees and charges regarding potable water service including, without limitation, reconnection fees.

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

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

Resolution No. 2023-R46
A RESOLUTION ADOPTING NEW USER FEES AND CHARGES TO COVER INCURRED COSTS PERTAINING TO WATER SERVICES

4-B. THE CITY IS REQUIRED TO CONDUCT A PUBLIC HEARING TO CONSIDER ASSESSMENTS FOR THE CITYWIDE MAINTENANCE DISTRICT NO. 93-1 FOR FISCAL YEAR 2023-24 PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, ET SEQ.

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 30 years and must be renewed for 2023-24 in order for the City to continue collecting assessments. The City started the process to renew its Citywide Maintenance District No. 93-1 for the 2023-24 fiscal year at its April 5, 2023 meeting. At that time, the City Council approved the Engineer's Report; adopted the Resolution of Intention (Resolution No. 2023-R22) and scheduled the required public hearing for June 7, 2023.

The district renewal will follow the City Council's action at the conclusion of the June 7th public hearing.

CEQA (California Environmental Quality Act):
The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq*.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

Action Taken: The City Council opened the public hearing at 7:47 p.m. to receive documentary and testimonial evidence; and closed the public hearing at 7:48 p.m. with no registered speakers and adopted Resolution No. 2023-R47 authorizing the Levy and Collection of Assessments for Fiscal Year 2023-24 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code § 22587.

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

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

Resolution No. 2023-R47
A RESOLUTION AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-24 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE § 22587

RECESSED AND RECONVENED
The City Council recessed at 7:49 p.m. and reconvened with all council members present at 7:57 p.m.

4-C. A CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONING CODE AMENDMENT NO. 23-01(ZCA-23-01), AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.18, ENTITLED "AFFORDABLE HOUSING INCENTIVES – DENSITY BONUS" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT

On May 17, 2023, the City Council by a unanimous vote, continued the item to June 7, 2022.

In March of 2022, the City Council categorized an update of the Density Bonus Ordinance as a moderate priority. On November 2, 2022, City Council asked Staff to bring forward an update to the Density Bonus Ordinance in coordination with the Inclusionary Housing Ordinance. On November 16, 2022, the City Council amended and adopted the 2021-2029 Housing Element that included Program 14: Affordable Housing Development Incentives, which identified an objective to consider updating the City's Density Ordinance.

BOARD/COMMISSION REVIEW:
The Planning Commission, at its April 25, 2023 meeting reviewed this ordinance. With a unanimous vote, the Commission recommended to Council to adopt the draft Ordinance amending regulations related to Density Bonus under ZCA-23-01.

CEQA (California Environmental Quality Act):
The proposed Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("California Public Resources Code §§ 21000, *et seq*., "CEQA") and its implementing guidelines (14 California Code of Regulations §§ 15000, *et seq*.; "CEQA Guidelines") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (CEQA Guidelines § 15378). The Ordinance is for general policies and procedure-making; any project governed by the proposed Ordinance would receive a separate environmental evaluation and review. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. The notice of exemption prepared for this project is contained in Attachment 3 of the staff report.

Action Taken: The City Council opened the continued public hearing at 7:57 p.m. to receive documentary and testimonial evidence; closed the public hearing at 8:12 p.m. with no registered speakers and introduced and waived first reading of an Ordinance amending Chapter 21.18 (Affordable Housing Incentives – Density Bonus) to Monterey Park Municipal Code Title 21 (Zoning) to implement the Monterey Park Housing Element.

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

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

Ordinance, First Reading
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 21.18 GOVERNING AFFORDABLE HOUSING INCENTIVES AND DENSITY BONUS

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

On May 17, 2023, the City Council by a unanimous vote, continued the item to June 7, 2022.

Program 15 of the Monterey Park Housing Element provides that the City Council will consider an inclusionary housing ordinance. The ordinance was originally presented to Council at its November 2, 2022 meeting, however the City Council recommended that a land dedication option be included in the ordinance, and referred the matter back to the Planning Commission for review.

The Ordinance (Attachment 1, to the staff report) would encourage the production of affordable units in new housing developments. This is accomplished by several methods, or a combination of methods: (1) require actual construction of affordable units; (2) payment of an in-lieu fee to the City that commensurate with the cost of a the "affordability gap" between the market and affordable rate for the new unit or the construction of off-site affordable units within the City; (3) construction of affordable units at an off-site location within the City, and/or (4) dedication of land for the purpose of constructing affordable units within the City.

BOARD/COMMISSION REVIEW:
The Planning Commission, at its April 25, 2023 meeting reviewed this ordinance, and recommended approval of the ordinance to the City Council, with a minor change. The Commission recommended that a change be made to the ordinance so that in cases where a fractional unit is required of the developer, the process would require rounding up to the next whole number for units to be provided on-site or the in-lieu fees be paid. A redline version of the ordinance has been provided to demonstrate the language change recommended by the Commission (Attachment 1, to the staff report).

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

housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378). The notice of exemption prepared for this project is contained in Attachment 4 to the staff report.

Public Comments:

- Ken Lee, Vice President of Pacific Plaza Premier Development Group, provided his viewpoint on the Inclusionary Housing Ordinance and Affordable Housing Trust Fund and applauded the city for taking a proactive measure on housing needs.

- Linda Tang voiced her support of the Inclusionary Housing Ordinance and raised concerns on the current proposed ordinance. She stated that she would like the city to focus on low, very low and extremely low-income housing, have a 55-year deed restricted affordability, and the creation of an Affordable Housing Land Trust. She also submitted a written communication that addressed the same support and concerns.

Recommendation: The City Council consider (1) Opening the continued public hearing and taking testimonial and documentary evidence; (2) After closing the public hearing and considering the evidence submitted during that public hearing to introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 (Inclusionary Housing) to the Monterey Park Municipal Code to implement the Monterey Park Housing Element; and (3) Taking such additional, related, action that may be desirable.

Action Taken: The City Council opened the continued public hearing at 8:12 p.m. and continued the public hearing to August 16, 2023 City Council meeting. The City Council requested staff to look into the following items: incentivizing lower income limits; enforcement oversight, implementation and specifics on how enforcement will be conducted, including cost for enforcement; examine how other cities are overseeing and enforcing their Inclusionary Housing; provide the option of paying an in lieu fee for fractional units of .5 or less versus whole fees or providing unit(s); various thresholds of affordable housing units depending on the development size; allow review of the ordinance in 1-2 years by City Council; clearly define “Community Benefit”; allowable uses of the Affordable Housing Trust; and conduct an economic analysis of existing studies.

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

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

4-E. A PUBLIC HEARING TO CONSIDER THE FOLLOWING: 1) ZONING CODE AMENDMENT (ZCA-23-03) TO ADOPT THE MARKET PLACE SPECIFIC PLAN (SP-23-01); 2) ZONE CHANGE (ZA-23-01) TO RE-ZONE PROPERTIES FROM THE REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) ZONE TO THE MARKET PLACE SPECIFIC PLAN (MPSP) ZONE; AND 3) DEVELOPMENT AGREEMENT (DA-23-01) TO AMEND IN ITS ENTIRETY A DEVELOPMENT AGREEMENT BETWEEN MONTEREY PARK RETAIL PARTNERS, LLC AND THE CITY OF MONTEREY PARK FOR PROPERTIES COLLECTIVELY OPERATING AS THE MONTEREY PARK MARKET PLACE, LOCATED AT 2000-5500 MARKET PLACE DRIVE, ALSO IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 5275-003-024, 025, 027, 029, 030, 031, 037, AND 038

The Monterey Park Market Place development was originally approved through a Precise Plan (PP-12-01) that was intended to redevelop a brownfield site to help stimulate the local economy and create jobs while preserving the environment and public safety of the area. Since the creation and implementation of PP-12-01, Phase 1 is complete, but Phases 2 and 3 remains unbuilt. Phase 2 includes the wrap-around road south of the Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF), and Phase 3 is the built-out of the area west of the LTP/TDF.

In recent years, market forces changed the way in which consumers conduct business: a decreased need for traditional brick-and-mortar stores and an increased demand for last mile facilities, warehouses, auto dealerships, and sound stages for the entertainment industry emerged since the beginning of the COVID-19 pandemic. The applicant seeks to create flexibility to allow for land uses that help address the changing landscape of the commercial/service sector by providing a framework through the proposed Market Place Specific Plan ("MPSP") to allow for such uses. No immediate construction or development is proposed at this time.

The Project includes the proposed adoption of the MPSP to address the eventual build-out of the Market Place; it supersedes the existing Precise Plan. The Specific Plan will be identified within the Monterey Park Municipal Code ("MPMC") and the entire Market Place Project site will be re-zoned from the Regional Specialty Center with Planned Development Overlay, to the MPSP. Further, the amended and restated Development agreement between the City and the Applicant will help ensure that the eventual build-out of the Market Place will provide a public benefit to the community.

Most recently, the City Council considered a similar proposal of the site that was not approved at its April 19, 2023 meeting. Following that date, on May 15, 2023, the applicant submitted a new application. That application includes a revised Specific Plan that includes new uses that would be permitted at the site for additional Council consideration.

CEQA (California Environmental Quality Act):
The Project is consistent with the Supplemental Environmental Impact Report ("SEIR") and Statement of Overriding Considerations certified (and adopted) by the City Council on December 19, 2012 via Resolution No. 11548 (State Clearinghouse No. 1999051058). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "B" to the draft Ordinances. Implementation of mitigation measures identified in the SEIR will be monitored as called for in the Mitigation Monitoring and Reporting Program adopted on December 19, 2012.

Public Comments:

- Dale Goldsmith, Partner with Armbruster Goldsmith & Delvac, LLP Law Firm, representing the applicant, Monterey Park Retail Partners, presented a PowerPoint presentation on the changes to the Specific Plan and the Amended and Restated Development Agreement. He stated that the change to the Specific Plan includes the following additional uses: warehouse, last mile facility, auto dealership, and within an enclosed building: motion picture production, television production, video production and sound stages. He spoke about the changes to the Amended and Restated Development Agreement which include payment to the City up to $1.6 million in public benefit payments that is in addition to increased sales and property tax revenues and construction and long-term jobs for residents. He addressed the traffic concerns raised during the April 19, 2023 City Council meeting. He stated that there will be square footage limitations and Trip Cap to ensure that there will be no trip generation beyond the currently permitted levels, and that the applicant must be Trip Cap compliance to the City's satisfaction prior to the Building Division issuing a permit. He said that the applicant is currently in the final plan check process to re-route the traffic for the Costco gas station with a new entrance from Market Place Drive adjacent to the SR 60 freeway to reduce congestion, improve traffic flows, and enhance safety. In addition, as part of Phase III, the applicant will add a new travel lane that will wrap around the westside of the LTP treatment plan providing for a more direct route to get to the Costco gas station.

- Nancy Arcuri, spoke in favor of the Market Place Specific Plan and zone change.

Discussion: City Attorney Berger announced that the Fair Political Practices Commission (FPPC) made a determination that Mayor Pro Tem Wong is not prohibited from taking part in discussions and decisions on this item related to the discretionary land use approval. City Attorney Berger provided a copy of FPPC's Advice Letter to the Clerk's office.

Action Taken: The City Council opened the public hearing at 9:28 p.m. to take testimonial and documentary evidence; and after closed the public hearing at 9:49 p.m. considered the evidence submitted during the public hearing: (a) introduced and waived first reading of an Ordinance implementing a Zone Change (ZA-23-01) from the Regional Specialty Center (R-S) zone with the Planned Development Overlay (P-D) zone to the Market Place Specific Plan ("MPSP") zone (Exhibit B, to the staff report); and (b) introduced and waived first reading of an Ordinance approving a Development Agreement (DA-23-01) for the subject property (Exhibit C to the staff report).

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

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

Ordinance, First Reading
AN ORDINANCE AMENDING THE ZONING MAP (ZA-23-01) TO CHANGE THE ZONING FROM REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) TO THE MARKET PLACE SPECIFIC PLAN (MPSP) TO ALLOW CONSTRUCTION OF THE FINAL PHASE OF THE MARKET PLACE DEVELOPMENT

Ordinance, First Reading
AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE

5. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Lo showed his appreciation and gratitude to City Manager Bow for his years of service to the city.

Council Member Yiu echoed Council Member Lo's sentiment and thanked City Manager Bow for his many years of service and leadership.

Council Member Ngo voiced his appreciation to City Manager Bow for his service to the city as well as the successful succession plan set in place. He mentioned that he attended Supervisor Hilda Solis's Asian Pacific Islander (API) Heritage Month celebration event; Fire Station's Pancake Breakfast; a walkthrough at the Bruggemeyer Library for the Asian Americans Advancing Justice's (AAJC) citizen event; the Mental Health Awareness forum held at the Langley Senior Center; Lai

Lai Ballroom's Last Dance event hosted by Brandon Tsay; the City's Public Work Week event held at the City Yard; United States Tennis Association's (USTA) event hosted by Love Set Match at Elder Park; the City's Memorial Day event; and the unveiling of a mural at Elder Park.

Mayor Pro Tem Wong stated that he attended many of the same events that Council Member Ngo mentioned. He voiced his appreciation to city staff for their hard work and effort in putting together all the city's great events. He reported that he along with fellow Council Members attended the International Council of Shopping Center's (ICSC) event in Las Vegas and met with many developers and businesses to showcase the beauty of what Monterey Park has to offer. He announced that he represented the City at the Los Angeles Economic Development Corporation's (LAEDC) 88 Cities Summit, the Southern California Association of Government's (SCAG) Transportation Committee meeting, and the League of California Cities Los Angeles Division Dinner. He conveyed that the City is working with the Small Business Association (SBA) on providing assistance to local businesses who have been adversely affected by the City's recent mass shooting event. He reported that the City Council held a special meeting on June 6th to appoint Ricky Choi as the new Library Board of Trustees to replaced termed out Trustee Andrew Yam. He communicated his appreciation for City Manager Bow's service to the City.

Mayor Sanchez voiced his appreciation to staff for all the events they put together for the community. He reported his attendance at the City's Memorial Day event; Pride Event hosted by the Alhambra Teachers Association in conjunction with the Boys and Girls Club and the City; and briefly attended the SBA's event assisting local small businesses. He expressed his gratitude to City Manager Bow for his tenured service to the city.

6. FUTURE AGENDA ITEMS

The City Council requested a status report on legislative bills the City Council have taken actions on.

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

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:08 p.m.

_____

Maychelle Yee
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JUNE 12, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Monday, June 12, 2023 at 5:30 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 5:34 p.m.

ROLL CALL:
Mayor Sanchez called the roll:

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

ALSO PRESENT: City Manager Ron Bow, Assistant City Manager Inez Alvarez, Director of Finance Martha Garcia, Director of Human Resources and Risk Management Christine Tomikawa

VIRTUALLY PRESENT: Assistant City Attorney Tim Campen and Steve Berliner of Liebert Cassidy & Whitmore

PUBLIC COMMUNICATIONS: None.

1. CLOSED SESSION
The City Council adjourned to Closed Session at 5:35 p.m.

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

City Negotiators:	Steve Berliner and Christine Tomikawa
Employee Organizations:	Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 7:14 p.m.

Action Taken: No reportable action taken in Closed Session.

_____

Maychelle Yee
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JUNE 21, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 21, 2023 at 5:00 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 5:00 p.m.

ROLL CALL:
Deputy City Clerk Cindy Trang called the roll:

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

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger; For Item No. 1A only: Assistant City Manager Inez Alvarez, Director of Finance Martha Garcia, Director of Human Resources and Risk Management Christine Tomikawa

VIRTUALLY PRESENT: Steve Berliner of Liebert Cassidy & Whitmore (City's special counsel for labor matters) (for Item No. 1A only)

PUBLIC COMMUNICATIONS: None.

1. OPEN SESSION

1-A. APPOINT LABOR NEGOTIATORS FOR CONTRACT NEGOTIATIONS WITH EXECUTIVE MANAGEMENT TEAM:

Action Taken: The City Council appointed the City Manager and City Attorney as negotiators for Closed Session Item No. 2-D.

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

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

2. CLOSED SESSION
The City Council adjourned to Closed Session at 5:02 p.m.

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

City Negotiators:	Steve Berliner and Christine Tomikawa
Employee Organizations:	Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

2-B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Threat of litigation pursuant to Government Code § 54956.9(d)(2)): 1 matter.

FACTS AND CIRCUMSTANCES: Occurrences relating to January 21, 2023 Mass Casualty Incident

2-C. CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): 1 item

Employee Organization:	City Manager (unrepresented)
City Designated Representative:	City Attorney

RECESSED AND RECONVENED
The City Council recessed at 6:30 p.m. and reconvened with all Council Members present, except Council Member Lo, at 8:50 p.m.

2-D. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators:	Ron Bow, City Manager and Karl H. Berger, City Attorney
Employee Organizations:	Executive Management Team - Assistant City Manager, City Librarian, Director of Community Development, Director of Human Resources & Risk Management, Director of Finance, Director of Public Works, Director of Recreation & Community Services, Fire Chief, and Police Chief

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present, except Council Member Lo. The meeting was adjourned at 9:32 p.m.

Action Taken: No reportable action taken in Closed Session.

_____

Maychelle Yee
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JUNE 21, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 21, 2023 at 6:30 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 6:37 p.m.

FLAG SALUTE:
The Police Explorers called the flag salute.

ROLL CALL:
City Clerk Maychelle Yee called the roll:

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

ALSO PRESENT: City Treasure Amy Lee, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, City Librarian Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Director of Human Resources and Risk Manager Christine Tomikawa, Police Captain Gus Jimenez, Police Captain Bill Cuevas, Fire Captain Justin Birrell, Fire Marshal Jessica Estrella, Traffic Bureau Commander Police Sergeant Peter Yung, Police Sergeant Randy Esparza, Corporal Izzy Flores, Finance Manager Laura Borjon, Senior Planner Beth Chow, Program Coordinator Alejandra Espinosa, Deputy City Clerk Cindy Trang

VIRTUALLY PRESENT: Police Chief Scott Wiese, Fire Chief Matt Hallock

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
City Attorney Berger announced that the City Council will adjourn to the June 21, 2023 5:00 p.m. Special Meeting Closed Session at the conclusion of this Regular Meeting.

PUBLIC COMMUNICATIONS

- City Clerk Yee received, filed, and read into the record a written communication from Jose Mendivil requesting for support of the Service Employees International Union (SEIU) contract.

- Jesus Hernandez, Chapter President of Service Employees International Union (SEIU) 721, expressed concerns in the City's delay response for data and the sudden urgency to reach an agreement. He said SEIU is dealing in good faith and is seeking for a fair labor agreement.

- Lauren Frazier, Chapter Vice President of SEIU 721, read into the record letters from library staff Megan Munger and Madelinn Ornelas, seeking support from the City Council to take the proposal seriously and consideration of fair wages.

- Bill Lam encouraged ridership on the Metro Rail and Busway with its 2 new lines and expressed happiness about the extension of the City's Spirit bus hours. He expressed concerns about the lack of transit service commuting north and south on Monterey Pass Road.

- Daniel Martinez gave his time to Lorraine Martinez.

- Maychelle Yee, resident, gave her time to Lorraine Martinez.

- Lorraine Martinez stated that the decision from the last meeting for the placement of the Asian American Pacific Islander (AAPI) mural is inappropriate for George Elder Park as it encroaches on the building named in honor of Officer George Elder. She suggested as resolution, to imprint the artwork onto large street banners and hang the banners across major intersections, in recognition of AAPI Heritage Month and use the Elder Park location to depict heroes honoring the City's Police and Fire departments.

STAFF COMMUNICATIONS

- Fire Department: Fire Marshal Jessica Estrella reminded the community of fire safety including the use of safe and sane fireworks and reiterated fines for use of illegal fireworks. Captain Justin Birrell spoke of the citywide automated external defibrillator (AED) program since 2008 which save lives by providing early shock therapy to stimulate the beating of the heart and encouraged the community to engage in the Community Emergency Response Team (CERT) program.

- Police Department: Captain Gus Jimenez invited the community to the Annual National Night Out event on August 1. Sergeant Yung provided an overview of the Traffic Safety Programs and spoke of several traffic grants the City received. Sergeant Espinoza and Corporal Flores gave an update on the Neighborhood

Engagement Team (NET) program and provided the statistic on the homelessness count and mental health calls. Mayor Pro Tem Wong directed staff to seek Council's assistance if there is a need to seek additional resources from other agencies.

- Public Works: Director of Public Works Igoe reported the restoration of the Spirit Bus Route 5, the extension of bus hours to 6:30 a.m. – 6:30 p.m., and the Passio GO! App which provides bus real time data and updates.

- Recreation and Community Services Department: Director of Recreation and Community Service Aguirre recited some of the past events and thanked the community for their support. He announced the sold out MPK Night at Dodger Stadium event and also thanked City Attorney Berger and his law firm with their sponsorship of 41 residents through an annual trust honoring the Late Mayor Pro Tem Fred Sornoso. Program Coordinator Espinosa invited the community to the following upcoming events and programs: Movie in the Park featuring Disney's Lightyear on June 22 at Barnes Park, Independence Day Celebration on July 1 at Barnes Park, summer pool schedule, and the summer lunch program at Barnes.

1. PRESENTATION

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

1-A. LOS ANGELES AREA REGIONAL TRAINING GROUP - VIDEO: FIRST RESPONDER PERSPECTIVES OF THE JANUARY 21, 2023 MASS SHOOTING

Fire Chief Hallock, on behalf of the City and the Fire Department, expressed their most sincere sympathy to all those that had their lives altered in this tragedy. He summarized a training opportunity regarding the need to provide mental health for first responders and presented a video that provides firsthand accounts from the first responders on the night of the tragedy.

2. OLD BUSINESS

None.

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

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

Action Taken: Mayor Sanchez announced that Council Member Lo missed the council meeting because he is on his way back from a trip to Washington D.C. Council Member Ngo declared a potential conflict of interest as he serves as a Board Member on Chinatown Service Center and did not participate on Agenda

Item No. 3H. Mayor Pro Tem Wong declared a potential conflict of interest as his employer, Southern California Edison, is the subject for discussion and did not participate on Agenda Item No. 3K.

The City Council approved and adopted Agenda Item Nos. 3A, 3B, 3C, 3D, 3F, 3G, 3H, 3I, 3J, 3K and 3L on Consent Calendar, excluding Item No. 3E which was pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

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

3-A. MONTHLY INVESTMENT REPORT – MAY 2023

As of May 31, 2023, invested funds for the City of Monterey Park is $87,846,698.82.

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

3-B. RECOMMENDATIONS FOR ADOPTION OF FISCAL YEAR 2023-24 ANNUAL BUDGET

On May 24, 2023, the City Council conducted a public budget workshop regarding the City's current finances, projected revenues, and financial obligations. The budget for FY 2023-2024 presents a spending plan that anticipates $145.5 million in estimated operating revenues and transfers-in; $27.5 million from grant advancements and fund balance from all funds combined; and $173 million in operating, and capital improvements expenditures and transfers-out. Financial matters, included the addition of staff, the American Rescue Program Act funds, Community Development Department projects, the Citywide compensation study, and all other goals and objectives associated with the City budget, were presented and discussed at the workshop.

In addition, the City Council's fiscal year 2023-2024 Strategic Plan Goals were added to the budget document to provide a roadmap for prioritizing implementation of the specific objectives that will be focused on during the budget cycle.

Action Taken: The City Council adopted Resolution No. 2023-R48 / SA-186 adopting the City's and Successor Agency's Fiscal Year 2023-2024 Annual Budget as presented on May 24, 2023; and adopted Resolution No. 2023-R49 approving the Citywide Combined Salary Schedule, on Consent Calendar.

Resolution No. 2023-R48 / SA-186
A RESOLUTION ADOPTING THE FISCAL YEAR 2023-2024 FINAL OPERATING, DEBT AND CAPITAL BUDGET FOR THE CITY OF MONTEREY PARK; THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY; THE MONTEREY PARK FINANCING AUTHORITY; THE MONTEREY PARK HOUSING AUTHORITY; AND THE GEOLOGIC HAZARD ABATEMENT DISTRICT

Resolution No. 2023-R49
A RESOLUTION APPROVING THE CITY OF MONTEREY PARK SALARY SCHEDULE FOR FISCAL YEAR 2023-24

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

The City continues to make progress on filling vacancies. Since April 2023, the City has hired or promoted candidates to fill Public Works Maintenance Supervisor, two Financial Analysts, Recreation Manager, Code Enforcement Officer, two Police Officers, and an Economic Development Specialist.

There are 30 full-time positions in the recruitment process along with 18 part-time recruitments. Staff recommends extending the employment emergency as the City is in the process of revising the Personnel Rules and Regulations to assist with modifying the recruitment processes and procedures and recruiting qualified candidates to fill the Water division vacancies continues to be challenging in the current workforce market.

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

3-D. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2025

Representatives of the City of Monterey Park ("City") and MPPCOA met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2023 to June 30, 2025.

Action Taken: The City Council adopted Resolution No. 2023-R50 approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPCOA"). The MPPCOA represents the Battalion Chiefs in the Monterey Park Fire Department, on Consent Calendar.

Resolution No. 2023-R50
A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION.

3-E. AUTHORIZING MAYOR TO SIGN LETTERS ON BEHALF OF THE CITY SUPPORTING GOVERNOR NEWSOM'S PROPOSAL FOR A 28TH AMENDMENT TO THE UNITED STATES CONSTITUTION AND THE LANGUAGE ACCESS TO GUN VIOLENCE PREVENTION STRATEGIES ACT OF 2023; AND RECEIVING AND FILING THE FIREARM LEGISLATIVE UPDATE REPORT

On January 21, 2023, the City of Monterey Park experienced a Mass Casualty Incident (MCI) where 20 people were shot. Eleven of those community members died. As our community struggles with the challenge of working through this tragedy, fellow citizens and residents in California and the rest of the country continue to be confronted with substantially similar MCIs.

State and federal legislation continues to be proposed to help reduce the likelihood that other communities will suffer the same fate as Monterey Park and numerous other communities across the United States.

As requested by City Council Members, it is recommended that the City Council consider supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution to help address America's gun violence crisis and supporting the Language Access to Gun Violence Prevention Strategies Act of 2023.

Staff recommends City Council receive and file the firearm legislative update report.

Action Taken: The City Council (1) authorized the Mayor to sign a letter on behalf of the City supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution to help address America's Gun Violence Crisis; (2) authorized the Mayor to sign a letter on behalf of the City supporting the Language Access to Gun Violence Prevention Strategies Act of 2023; and (3) received and filed the firearm legislative update report, as amended to make the letters a 5 signature letter.

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

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

3-F. WAIVE FURTHER READING AND ADOPT ZONING CODE AMENDMENT NO. 23-01 (ZCA-23-01), AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.18, ENTITLED "AFFORDABLE HOUSING INCENTIVES – DENSITY BONUS" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT

In March of 2022, the City Council categorized an update of the Density Bonus Ordinance as a moderate priority. On November 2, 2022, City Council asked Staff to bring forward an update to the Density Bonus Ordinance in coordination with the Inclusionary Housing Ordinance. On November 16, 2022, the City Council amended and adopted the 2021-2029 Housing Element that included Program 14: Affordable Housing Development Incentives, which identified an objective to consider updating the City's Density Ordinance.

A density bonus is an incentive-based tool that permits a developer to increase the maximum allowable development density on a site in exchange for specified public policy goals. If adopted, the proposed Ordinance would provide density bonuses to help develop affordable housing units in exchange for a menu of incentives to make development easier. This is accomplished by reducing the applicable development standards such as height, floor area ratio, and setbacks, among others.

Density bonus regulations are mandated by Government Code § 65915. The City's density bonus regulations were last updated in 2013 and there have been changes in California law during the last ten years that require amendments to the MPMC. The proposed Ordinance will reconcile the City's regulations with applicable law.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2230, on Consent Calendar.

Ordinance No. 2230
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 21.18 GOVERNING AFFORDABLE HOUSING INCENTIVES AND DENSITY BONUS

3-G. WAIVE FURTHER READING AND ADOPT ORDINANCES: 1) ZONE CHANGE (ZA-23-01) TO RE-ZONE PROPERTIES FROM THE REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) ZONE TO THE MARKET PLACE SPECIFIC PLAN (MPSP) ZONE; AND 2) DEVELOPMENT AGREEMENT (DA-23-01) TO AMEND IN ITS ENTIRETY A DEVELOPMENT AGREEMENT BETWEEN MONTEREY PARK RETAIL PARTNERS, LLC AND THE CITY OF MONTEREY PARK FOR PROPERTIES COLLECTIVELY OPERATING AS THE MONTEREY PARK MARKET PLACE, LOCATED AT 2000-5500 MARKET PLACE DRIVE, ALSO IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 5275-003-024, 025, 027, 029, 030, 031, 037, AND 038

The Monterey Park Market Place development was originally approved through a Precise Plan (PP-12-01) that was intended to redevelop a brownfield site to help stimulate the local economy and create jobs while preserving the environment and public safety of the area. Since the creation and implementation of PP-12-01, Phase 1 is complete, but Phases 2 and 3 remain unbuilt. Phase 2 includes the wrap-around road south of the Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF), and Phase 3 is the built-out of the area west of the LTP/TDF.

In recent years, market forces changed the way in which consumers conduct business: a decreased need for traditional brick-and-mortar stores and an increased demand for last mile facilities, warehouses, auto dealerships, and sound stages for the entertainment industry emerged since the beginning of the COVID-19 pandemic. The applicant seeks to create flexibility to allow for land uses that help address the changing landscape of the commercial/service sector by providing a framework through the proposed Market Place Specific Plan ("MPSP") to allow for such uses. No immediate construction or development is proposed at this time.

The Project includes the proposed adoption of the MPSP to address the eventual build-out of the Market Place; it supersedes the existing Precise Plan. The Specific Plan will be identified within the Monterey Park Municipal Code ("MPMC") and the entire Market Place Project site will be re-zoned from the Regional Specialty Center with Planned Development Overlay, to the MPSP. Further, the amended and restated Development agreement between the City and the Applicant will help

ensure that the eventual build-out of the Market Place will provide a public benefit to the community.

Most recently, the City Council considered a similar proposal of the site that was not approved at its April 19, 2023 meeting. Following that date, on May 15, 2023, the applicant submitted a new application. That application includes a revised Specific Plan that includes new uses that would be permitted at the site for additional Council consideration.

Public Comment:

- Maychelle Yee, resident, said she is speaking on behalf of her neighbors Cole SooHoo, Brandon Drake, Darin Furukawa, Hailey Lee, B Wu, Peter Castanon, and Tammy Sam expressing concerns with the traffic situation, parking, vehicular circulation and the ingress/egress of traffic flow. She suggested presenting this item to the Planning Commission for recommendations before rehearing this item.

- Dale Goldsmith, Armbruster Golsmith & Delvac LLP, Attorney at Law, representing the applicant, explained efforts to address traffic safety and to improve traffic flow by rerouting traffic and allowing for a new entrance from Market Place Drive. He added that the specific plan supports phrase 3 which includes a new travel lane to provide for a more direct route to the Costco gas station.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2031, Zone Change and Ordinance No. 2032, Development Agreement, on Consent Calendar.

Ordinance No. 2031
AN ORDINANCE AMENDING THE ZONING MAP (ZA-23-01) TO CHANGE THE ZONING FROM REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) TO THE MARKET PLACE SPECIFIC PLAN (MPSP) TO ALLOW CONSTRUCTION OF THE FINAL PHASE OF THE MARKET PLACE DEVELOPMENT

Ordinance No. 2032
AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE

3-H. AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CHINATOWN SERVICE CENTER TO UTILIZE THE SIERRA VISTA COMMUNITY CENTER AS A TEMPORARY MPK HOPE RESILIENCY CENTER TO PROVIDE MENTAL HEALTH AND WELLNESS SERVICES IN THE WAKE OF THE JANUARY 21ST SHOOTING

Beginning in January 2023 Chinatown Service Center (CSC) spearheaded the efforts to assist with the mental health and wellness of community members following the January 21, 2023 mass shooting at the Star Ballroom dance studio.

In March 2023 Chinatown Service Center was invited to apply for the Antiterrorism Emergency Assistance Program (AEAP) grant from the Federal Office for Victims of Crime (OVC) to fund the establishment of a Community Resiliency Center to serve the victims and community members affected by the incident. This grant guarantees Resiliency Center funding to affected communities, however disbursement is not immediate, and it can take up to 18 months for agencies to receive funds.

Chinatown Service Center is seeking a location for a temporary Community Resiliency Center while they work on identifying a permanent location. City staff have worked with CSC to find potential City facilities to house a temporary Community Resiliency Center and have identified the Sierra Vista Community Center as a site.

The City would like to execute a license agreement with Chinatown Service Center for use of the Sierra Vista Community Center until December 31, 2023. As part of the license agreement, the City will provide the space for Chinatown Service Center to provide individual and group therapy, wellness activities, tai chi and meditation and other activities for the community.

Staff is recommending City Council authorize the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney, to use the Sierra Vista Community Center to provide a temporary Community Resiliency Center.

Public Comments:

- Peter Ng, CEO of Chinatown Service Center, spoke about the importance of working together and requested the City Council consider granting Chinatown Services Center use of the park to provide vital services.

Action Taken: Council Member Ngo declared a potential conflict of interest as he serves as a Board Member on Chinatown Service Center and did not participate on this item. The City Council authorized the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with Chinatown Service Center to utilize the Sierra Vista Community Center as a

temporary MPK Hope Resiliency Center to provide mental health and wellness services; and determined to advance the rental and janitorial costs of the Sierra Vista Community Center until Antiterrorism Emergency Assistance Program (AEAP) grant funds are disbursed, on Consent Calendar.

3-I. CONSIDERATION OF MAP NO. 71473 FOR A SUBDIVISION OF SINGLE LOT TO FACILITATE A FOUR-UNIT RESIDENTIAL DEVELOPMENT, LOCATED AT THE SOUTHEAST CORNER OF SOUTH ORANGE AVE AND PEPPER STREET

The proposed Parcel Map was reviewed by the Public Works Director for compliance with applicable law. Except for the required public improvements, it meets all legal requirements. Because the subdivider is providing a subdivision improvement agreement, the Parcel Map must be approved by the City Council per Monterey Park Municipal Code § 20.22.220.

The project is a four-unit residential development located at the east side of South Orange Avenue, on the south side of Pepper Street. On June 26th, 2018, the Parcel Map for this Project was deemed approved, subject to all other sections within the Subdivision Map Act and applicable law. On May 17, 2023, the Parcel Map was approved for an extension (MPMC § 20.04.120 allows for such extensions).

The developer has not yet constructed the public improvements required by the tentative map. The public improvements include construction of a new curb, gutter, sidewalk, driveway aprons in the street right-of-way; planting trees; parkway landscaping; and irrigation system installation along the frontage of the site. Additionally, all on-site utility services will be placed underground.

CEQA (California Environmental Quality Act):
The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

Action Taken: The City Council (1) adopted Resolution No. 2023-R51 approving Parcel Map No. 71473; (2) authorized the City Manager to execute a Subdivision Improvement Agreement for Parcel Map No. 71473 in a form approved by the City Attorney; and (3) authorized the Public Works Director, or designee, to sign Parcel Map No. 71473;

Resolution No. 2023-R51
A RESOLUTION APPROVING FINAL PARCEL MAP NO. 71473 FOR A FOUR-UNIT RESIDENTIAL DEVELOPMENT PROJECT AT THE SOUTHEAST CORNER OF SOUTH ORANGE AVENUE AND PEPPER STREET

3-J. BEAR ELECTRICAL SOLUTIONS – AMENDMENT NO. 1

The City's traffic signal maintenance contract expires on June 30, 2023. Staff recommends exercising the City's option to extend for an additional one-year term (July 1, 2023- June 30, 3024) with a revised contract amount of $668,000. The increased contract amount would cover maintenance services for FY23-24 and increased expenditures for the current fiscal year. As part of its traffic signal maintenance plan, the City anticipates a certain volume of call-outs. However, the City experienced an increased need for extraordinary, non-routine, maintenance during the 2022-23 fiscal year due to a high number of call-outs related to traffic accidents, damage to equipment, weather, and equipment malfunctions.

Action Taken: The City Council authorized the City Manager to execute the First Amendment to Agreement 2183-A, in a form approved by the City Attorney, with Bear Electrical Solutions, Inc., to retroactively increase the contract amount not to exceed $668,000 and to extend the term through June 30, 2024, on Consent Calendar.

3-K. SOUTHERN CALIFORNIA EDISON 5-YEAR REVOCABLE SECONDARY LAND USE LICENSE

The City of Monterey Park owns and operates a 14" water main line that provides water to the City of Monterey Park residents and businesses which falls within Southern California Edison (SCE) property. A new 5-year Revocable Secondary Land Use License (License) is needed to allow the City to continue to operate the 14" water main line within the SCE property. Staff is recommending approval of the License.

Action Taken: Mayor Pro Tem Wong declared a potential conflict of interest as his employer, Southern California Edison, is the subject for discussion and did not participate on this item. The City Council authorized the City Manager to execute a 5-year Revocable Secondary Land Use License with Southern California Edison (SCE) for the City's 14" water main from the Delta Water Treatment Plant in the amount of $1,934.08, on Consent Calendar.

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

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

As of the week ending on June 16, the contractor will have completed approximately 69% of the project with the installation of 7,500 linear feet of 12" PVC water pipeline along Monterey Pass between Floral Dr and Vagabond Rd. Traffic control devices have provided a safe working condition for both contractor and the driving public. These devices are removed at the end of the day and proper temporary asphalt resurfacing of the trench has provided a seamless transition for vehicular traffic. Street sweeping is performed on a daily basis to provide a clean working environment during and after work. A map showing construction work through June 16th is included as Attachment 1 of the staff report.

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

4. PUBLIC HEARING

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

Staff recommends that this item be continued to the August 16, 2023 City Council meeting.

Action Taken: The City Council continued the public hearing to the August 16, 2023 City Council meeting.

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

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

4-B. RESOLUTION FOR THE FY2023-24 CAPITAL IMPROVEMENT PLAN

The City's FY2023-24 proposed budget includes an updated Capital Improvement Plan ("CIP") outlining the City's capital investments over a five-year period. Staff seeks the City Council's adoption of a Resolution to approve the proposed CIP, grant authorization for the City Engineer to approve plans specifications for Capital Improvement Projects and authorization for the Director of Public Works to advertise projects for construction bids when required or needed.

Action Taken: The City Council opened the public hearing at 8:21 p.m. to receive documentary and testimonial evidence; and after closed the public hearing with no registered speakers at 8:24 p.m., adopted Resolution No. 2023-R52 finding the FY2023-24 Capital Improvement Plan ("CIP") conforms with the General Plan; authorizing the City Engineer to Approve Plans and Specifications for Capital Improvement Projects; and authorizing the Public Works Director to Solicit Bids for Capital Improvement Projects identified in the CIP.

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

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

Resolution No. 2023-R52
A RESOLUTION FINDING THE FY 2023-24 CAPITAL IMPROVEMENT PLAN ("CIP") CONFORMS WITH THE GENERAL PLAN; AUTHORIZING THE CITY ENGINEER TO APPROVE PLANS AND SPECIFICATIONS FOR CAPITAL IMPROVEMENT PROJECTS; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SOLICIT BIDS FOR CAPITAL IMPROVEMENT PROJECTS IDENTIFIED IN THE CIP

5. NEW BUSINESS

None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Yiu thanked the first responders for their service and encouraged business owners impacted by the tragic event to apply for the Small Business Administration (SBA) loan. She stated she attended the San Gabriel Valley Council of Government (SGVCOG) Governing Board meeting on June 15 and spoke of the SGV Works Cohort One Graduation Celebration program that offers services to youths and adults experiencing homelessness. She also announced that she was elected as Vice President of the Chinese American Elected Officials (CEO) organization.

Council Member Ngo shared that the Mass Shooting video was very powerful and commended the City's leadership and first responders. He talked about the creation of the new Resiliency Center and the SBA loan. He spoke of his attendance at the Boy Scouts Troop 329 Pancake Breakfast at the American Legion, the Metro's Mayor's Conference with Mayor Pro Tem Wong, Army Graduation Bash at the Artry Museum, and the Teen Financial Literacy 101:Loans workshop sponsored by the Chinatown Service Center at the library.

Mayor Pro Tem Wong said he attended most of the events as mentioned by other council members including the SBA center, Metro Mayor's Roundtable and the San Gabriel Valley Municipal Water District Asian Media Briefing with Council Member Ngo. He said he held his first the virtual Townhall meeting on June 14 and will be having another one on June 24. He talked about the Los Angeles County Affordable Housing Solutions Agency and applauded the West San Gabriel Valley Boys and Girls Club in their reopening of their Brent's Club. He said he also attended the Los Angeles Myanmar Movement rally in Alhambra and thanked Chinatown Service Cener for serving the community. He requested for a ride along with the NET Team.

Mayor Sanchez reiterated the powerfulness of the Mass Shooting video and expressed gratitude to the first responders. He also thanked Mr. Peter Ng and Chinatown Service Center for partnering with the City to provide many services to the community.
He directed staff that for June next year, as the City celebrates Pride Month to also celebrate National Immigrate Heritage Month as well. He also recognized June 20 as National Refugee Day.

City Treasurer Lee announced that it was the Mayor's birthday.

7. FUTURE AGENDA ITEMS
None.

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

ADJOURNMENT
There being no further business for consideration, the meeting was adjourned at 8:41 p.m.

_____
Maychelle Yee
City Clerk

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: **Consent Calendar - 3B**

TO:	The Honorable Mayor and City Council
FROM:	Inez Alvarez, Interim City Manager
SUBJECT:	Authorization for Mayor to Sign Letters of Support for California Senate Bill 326 and Assembly Bill 531 Addressing Mental and Behavioral Health Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing Mayor to Sign Letters of Support for California Senate Bill 326 and Assembly Bill 531 Addressing Mental and Behavioral Health Services, and;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

California Senate Bill 326 (SB 326) aims to modernize and reform the Mental Health Services Act (MHSA), enhancing services for individuals with substance use disorders and serious mental illness. Assembly Bill 531 (AB 531) proposes a $4.68 billion general obligation bond to build treatment beds and housing units, addressing the shortage of behavioral health care options and providing housing for those experiencing homelessness with behavioral health needs. The behavioral health modernization package will go to the voters for approval on the March 2024 ballot, after consideration and approval by the Legislature and Governor Newsom's signature.

BACKGROUND:

The behavioral health modernization package includes two crucial bills aimed at addressing the behavioral health crisis and providing better care and support for those in need.

SB 326 seeks to modernize the Mental Health Services Act by expanding services to include treatment for substance use disorders and focusing on accountability, outcomes, and equity. The bill would allocate funds for housing interventions, partnership programs, and behavioral health services and supports, while emphasizing prevention and workforce development.

AB 531 proposes a significant $4.68 billion general obligation bond on the March 2024 ballot to create 10,000 new treatment beds and housing units, offering housing and care to individuals experiencing homelessness with behavioral health needs. This bond represents the largest expansion of California's behavioral health treatment and housing continuum and aligns with Governor Newsom's Mental Health Movement.

Bond funding would be used to construct, acquire, and rehabilitate treatment beds ($2.9 Billion) for unlocked, community-based clinical care; and permanent supportive housing units ($1.8 Billion) in the form of affordable housing with supports. Of this, a dedicated portion ($865 million) is reserved for veterans with behavioral health needs.

2023-2024 STRATEGIC PLAN GOAL:

This action supports the 2023-2024 City Council Strategic Plan goal of **addressing homelessness** by advocating for increased funding at the state level for mental health and substance use disorder treatment. Among Californians experiencing homelessness, nearly 40,000 have a serious mental illness and over 36,000 have a chronic substance use disorder. SB 326 and AB 531 aim to create new, dedicated housing for people experiencing homelessness who have behavioral health needs.

FISCAL IMPACT:

There is no significant fiscal impact associated with supporting SB 326 and AB 531 through the authorization of the Mayor to sign letters of support. An exact impact is difficult to quantify but will require, for example, staff time to draft and send a letter supporting the proposed legislation.

Respectfully submitted by:

Inez Alvarez
Interim City Manager

Prepared by:

Diana Garcia
Interim Assistant City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Behavioral Health Services Act Fact Sheet

ATTACHMENT 1
Behavioral Health Services Act Fact Sheet

GOVERNOR NEWSOM'S TRANSFORMATION OF MENTAL HEALTH SERVICES

Housing with Accountability. Reform with Results.

- A bond for 10,000 new treatment beds and housing units with support.
- First major structural reform in nearly two decades since voters passed the Mental Health Services Act in 2004.
- Focus on accountability with results for people with mental health and substance use disorder needs, including veterans and unhoused people.

Together with the Legislature, local officials, labor leaders, community organizations, providers, and more, Governor Gavin Newsom is proposing a major transformation of the State's behavioral health care system – making good on decades-old promises.

This effort will **build 10,000 new beds and housing units with $4.68 billion funded by a bond on the March 2024 ballot** to provide the resources needed to care for and house those with the most severe mental health needs and substance use disorders. It will update the Mental Health Services Act (MHSA) passed by voters 20 years ago **to focus funds where they are most needed now.**

The package focuses on **FOUR strategies** to transform California's behavioral health system through **housing with accountability and reform with results:**

1. Services for the most in need. Reforming the MHSA to provide services to the most seriously mentally ill and to treat substance use disorders, while continuing to invest in prevention and early intervention for children, youth, young adults, and all Californians.
2. Accountability. Focusing on outcomes, transparency, and equity so families and communities see real results.
3. Behavioral health housing. Building thousands of treatment beds and supportive housing units - all unlocked, community-based settings – with a dedicated number reserved for housing veterans with behavioral health challenges.
4. Workforce. Building up our behavioral health workforce to reflect and connect with California's diversity – helping services remain accessible.

LEGISLATIVE PACKAGE

- **SB 326: REFORM –** This bill would **modernize and reform the Mental Health Services Act (MHSA),** which was passed as Proposition 63 by voters in 2004. This legislation would expand services to include treatment for those with substance use disorders – in addition to prioritizing care for those with the most serious mental illness – providing

more guaranteed resources for housing and workforce, and continuing community support for prevention, early intervention, and innovative pilot programs – all with new and increased accountability for real results for all families and communities.

- **AB 531: BUILD – A $4.68 billion general obligation bond** to build 10,000 new treatment beds and housing units with support. This would be the single largest expansion of California's continuum of behavioral health treatment and residential settings in our state's history. It will create new, dedicated housing for people experiencing homelessness who have behavioral health needs, with a dedicated investment to serve veterans, providing Californians experiencing behavioral health conditions a place to stay while safely stabilizing, healing, and receiving ongoing support.

Combined, these bills will dramatically increase the State's capacity to provide behavioral health care and housing with **strengthened accountability for results**, while creating good jobs. These reforms will complement and build upon Governor Newsom's unprecedented **Mental Health Movement** that is increasing access to mental health care for all whether using Medi-Cal or private insurance; providing treatment and housing to those in crisis and with serious mental illnesses; supporting and serving kids and young adults; and building our health care workforce.

The behavioral health modernization package will go to the **voters for approval on the March 2024 ballot**, after consideration and approval by the Legislature and Governor Newsom's signature.

SB 326: REFORM

REFORMING BEHAVIORAL HEALTH CARE FUNDING TO PROVIDE SERVICES TO THOSE WITH THE MOST SERIOUS ILLNESS & TO TREAT SUBSTANCE USE DISORDERS.

- Expands eligible services to include treatment for substance use disorders (SUDs) alone, and allows counties to use funds in combination with other state and federal funds to expand SUD services. Because of the expansion to cover SUD, the bill updates the name of the MHSA to the Behavioral Health Services Act (BHSA).
- Recognizes the need for treatment beds and housing with supports to address a variety of serious behavioral health disorders.
- Modernizes county allocations **(90% of total BHSA funds)** to require the following priorities and encourages innovation in each area:
    - 30% for Housing Interventions for children and families, youth, adults, and older adults living with serious mental illness/serious emotional disturbance (SMI/SED) and/or SUD who are experiencing homelessness or are at risk of homelessness.
        - Authorizes housing interventions to include rental subsidies, operating subsidies, shared housing, family housing for children and youth who meet criteria, and the non-federal share for certain transitional rent.

        - Half of this amount (50%) is prioritized for housing interventions for the chronically homeless. Up to 25% may be used for capital development.
    - 35% for Full Service Partnership (FSP) programs, which are the most effective model of comprehensive and intensive care for people at any age with the most complex needs. These funds will be used to expand the number of FSP slots available across the state and are key to CARE Court being successfully implemented.
    - 35% for Behavioral Health Services and Supports, including early intervention, outreach and engagement, workforce education and training, capital facilities and technological needs, and innovative pilots and projects, to strengthen the range of services individuals, families, and communities need.
        - A majority (51%) of this amount must be used for Early Intervention.
        - A majority (51%) of Early Intervention services must be for people 25 years and younger.
- Provides counties with flexibility within the above funding areas by allowing each county to individually move up to 7% from one category into another, to allow locals the ability to address their different local needs and priorities – based on data.
    - This 7% amount will gradually reduce to 6% and then 5%, to continue allowing flexibility at the local level and providing greater flexibility at the start of implementation.
- **Creates new state-wide, state-led investments (10% of total BHSA funds)**:
    - Prevention (4% of total funding) through population-based programming on behavioral health and wellness. These strategies target the entire population at the community level to reduce the risk of individuals developing a mental health or substance use disorder. For example, in school-linked settings, this prevention funding must focus on school-wide or classroom-based mental health and substance use disorder programs, not individual services.
        - A majority of Prevention (51%) programming must serve people 25 years and younger.
    - Workforce (3% of total funding) investments to develop a culturally-competent and diverse behavioral health workforce to address our statewide need, and leverage th0ese dollars to draw down additional federal funding that will benefit the entire state system with a $2.4 billion investment over 5 years.
    - Reduces the funding for state administration (3% of total funding) used to develop statewide outcomes, conduct oversight of county outcomes, train and provide technical assistance, research and evaluate, and administer programs.

EXPANDING THE BEHAVIORAL HEALTH WORKFORCE TO REFLECT AND CONNECT WITH CALIFORNIA'S DIVERSE POPULATION.

The proposal recognizes and supports the critical need to expand a culturally-competent and well-trained behavioral health workforce to address behavioral health capacity shortages and expand access to services.

- Provides up to 3% of annual BHSA funds for the California Health and Human Services Agency (CalHHS), in collaboration with the Department of Health Care Access and Information, to implement a statewide behavioral health workforce initiative, including leveraging federal dollars for a $2.4 billion workforce initiative under BH-CONNECT, a proposed federal waiver.
- Authorizes counties to also fund additional, local workforce initiatives using resources from their local BHSA allocation prioritized for Behavioral Health Services and Supports.

FOCUSING ON OUTCOMES, ACCOUNTABILITY, AND EQUITY.

OUTCOMES: The proposal replaces the existing MHSA-specific plan with a new <u>County Integrated Plan for Behavioral Health Services and Outcomes</u>, which includes all local behavioral health funding and services.

- Requires counties to demonstrate coordinated behavioral health planning using all services and sources of behavioral health funding (e.g., BHSA, opioid settlement funds, realignment funding, federal financial participation), to provide increased transparency and stakeholder engagement on all local services.
- Requires stratified local data analysis to identify behavioral health disparities and consider approaches to eliminate those disparities.
- Requires the Department of Health Care Services (DHCS) to work with counties and stakeholders to establish outcome metrics for state and county behavioral health services and programs.

ACCOUNTABILITY: The proposal establishes a new, annual <u>County Behavioral Health Outcomes, Accountability, and Transparency Report</u> to provide public visibility into county results, disparities, spending, and longitudinal impact on homelessness.

- Requires counties to report to DHCS their annual service utilization data and expenditures of state and federal behavioral health funds, unspent dollars, and other information. Authorizes DHCS to impose corrective action plans on counties that fail to meet the requirements established by this section.
- Authorizes up to 2% (and up to 4% for counties with a population of 200,000 or less) of local BHSA revenue to be used for local resources to assist counties in improving plan operations, quality outcomes, reporting fiscal and programmatic data and monitoring subcontractor compliance for all county behavioral health funding, on top of the existing 5% county administrative costs.
- Reduces authorized local prudent reserve amounts in the BHSA to allow for needed investments while still saving for an economic downturn.
- Strengthens the independent state Oversight and Accountability Commission by increasing its scope of advisory review to all behavioral health funding, mirroring the county integrated plans and reports; continuing its status as an independent agency; and adding additional community representation, namely for transition-age youth and for individuals who are aging or disabled, and other critical community perspectives.

EQUITY: The proposal connects the Behavioral Health System statewide for all Californians.

- For those with Medi-Cal health insurance: Authorizes DHCS to align the terms of the county behavioral health plan contracts regarding administration, infrastructure, and organization with Medi-Cal managed care plan contracts.
- For those with commercial health insurance: Directs the Department of Managed Health Care (DMHC) and DHCS to develop a plan with stakeholder engagement for achieving parity between commercial and Medi-Cal mental health and substance use disorder benefit. This plan may include, but is not limited to, phasing in alignment of utilization management, benefit standardization, and covered services.

AB 531: HOUSING

HOUSING AND BEHAVIORAL HEALTH TREATMENT IN COMMUNITY-BASED UNLOCKED SETTINGS.

The proposal places a $4.68 Billion General Obligation Bond on the March 2024 ballot for construction of unlocked community-based behavioral health treatment & residential care settings and permanent supportive housing.

- A recent RAND study indicates the state has a shortage of at least 6,000 behavioral health beds. This lack of capacity leads not only to unnecessarily long lengths of stays in locked settings and hospitals, but contributes to the growing crisis of homelessness and incarceration among those with severe mental illness and substance use disorders.
- Among Californians experiencing homelessness, nearly 40,000 have a serious mental illness and over 36,000 have a chronic substance use disorder. Housing is a needed component of treatment to recover.
- To address these long-standing challenges, a general obligation bond will fund the more community-based treatment settings that will help ensure those with the greatest needs have access to high-quality, unlocked, residential care.
- Bond funding would be used to construct, acquire, and rehabilitate both:
    - **Treatment beds ($2.9 Billion)** for unlocked, community-based clinical care, building on the success of the Behavioral Health Continuum Infrastructure Program (BHCIP).
    - **Permanent supportive housing units ($1.8 Billion)** in the form of affordable housing with supports, building on the success of HomeKey. Of this, a dedicated portion ($865 million) is reserved for veterans with behavioral health needs.

HOUSING FOR VETERANS WITH BEHAVIORAL HEALTH CHALLENGES.

The proposal dedicates a portion of the bond ($856 million) to housing for veterans at risk of, or experiencing, homelessness with behavioral health needs.

- Upwards of 50% or more of homeless veterans suffer from mental health issues and upwards of 70% or more are affected by SUD.

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3C

TO: Honorable Mayor and City Council

FROM: Justin A. Tamayo, Deputy City Attorney

SUBJECT: Consideration and possible action to adopt a Resolution to record a Notice of Nuisance Abatement Lien against certain real property in the City (APN 5254-002-031)

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution to record a Notice of Nuisance Abatement Lien; and/or
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Adoption of the Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the action proposed by the proposed resolution would have a significant effect on the environment.

EXECUTIVE SUMMARY:

Adopting the attached resolution will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (Lot 1 of Tract No. 34875—APN 5254-002-031) (the "Property") owned by Center Int'l Investments, Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of $1,772,244.06. This will be the fifth lien placed on the Property and covers expenses that the City incurred between January 1, 2023, and June 30, 2023. After recording this lien, the liens against the Property will total $12,093,904.27.

BACKGROUND AND DISCUSSION:

As the Council is aware, the City is abating the public nuisance on the Property in accordance with the Settlement Agreement voluntarily entered into by CII in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc.*, *et al.* which was filed on December 31, 2015 (LASC Case No. BC605788).

On May 4, 2022, and August 1, 2022, the City authorized liens against the Property for nuisance abatement cost recovery. On July 6, 2023, and July 18, 2023, Management Services Director Martha Garcia sent correspondence (Resolution Exhibit A) demanding CII's payment of $1,772,244.06 to the City in abatement costs for Quarters 1 and 2 of 2023. This is in addition to liens already placed on the Property totaling $10,321,660.21. The City has not received any payments from CII. After recording this lien, the liens against the Property will total $12,093,904.27.

Pursuant to MPMC § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a subject property. The attached Resolution authorizes the City to record a Notice of Nuisance Abatement Lien against the Property. Under California law and upon recordation, the notice would constitute a lien against the Property with the force, effect, and priority of a judgment lien. The City can foreclose against the lien through an action for a money judgment. CII previously agreed to waive its notice and hearing rights in § 7 of the First Amendment to the Settlement Agreement.

FISCAL IMPACT:

The attached Resolution will allow the City to impose a lien on the Property in the amount of $1,772,244.06. This is one of several notices that will be continuing being brought to the City Council for consideration.

Respectfully submitted by:

Justin A. Tamayo,
Deputy City Attorney

Approved by:

Karl H. Berger,
City Attorney

Attachment:

1. Resolution with exhibits

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RECORDATION OF A NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY LOCATED IN THE CITY (APN 5254-002-031).

The City Council does resolve as follows:

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

A. Center Int'l Investments, Inc. ("CII") is the record owner of the real property described as Lot 1 of Tract No. 34875, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 932, Pages 16-18 of maps, in the office of the county Recorder of said county, and more commonly known as Los Angeles County assessor's parcel number 5254-002-031 (the "Property"), which is located in the City of Monterey Park (the "City").

B. Despite years of City efforts to cause CII to remediate the dangerous hillside slope conditions on the Property, CII failed to make the Property safe despite its promise to do so via settlement agreement with the City and the People of the State of California (the "Settlement Agreement") in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc.*, *et al.* that was filed December 31, 2015 (LASC Case No. BC605788).

C. The Settlement Agreement authorizes the City, on behalf of the People, to enter the Property, without additional CII consent, to remediate the Property's nuisance conditions upon CII's failure to timely develop the Property and abate the nuisance, at CII's sole cost (Settlement Agreement § 2.A.vii, first amendment; § 2.b.5, second amendment).

D. Pursuant to Resolution Nos. (collectively, the "Emergency Resolutions") 12255 (adopted June 16, 2021), Resolution No. 2022-R22 (adopted April 20, 2022), 2022-R34 (adopted May 18, 2022), and Resolution No. 2022-R63 (Adopted August 1, 2022), the City is exercising emergency powers to abate a public nuisance on the Property in accordance with the Settlement Agreement in the civil case referenced in paragraph B, above. This abatement is identified as the Goodviews Abatement Project ("GAP").

E. Due to CII's ongoing failure to reimburse the City for costs incurred as a result of the GAP, as required under the Settlement Agreement, Management Services Director Martha Garcia sent correspondence dated July 6, 2023, demanding CII's payment of $1,772,244.06 for the time period between January 1, 2023, and June 30, 2023, establishing a total of

$12,093,904.27 in GAP costs owed to the City by CII. A true and correct copy of that correspondence is attached as Exhibit "A," and incorporated by reference.

F. Pursuant to Monterey Park Municipal Code ("MPMC") § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a subject property.

G. The City Council approves the recordation of a lien against the Property through the Notice of Nuisance Abatement ("Notice") attached as Exhibit "B," and incorporated by reference. After recording this lien, the liens against the Property will total $12,093,904.27.

H. CII agreed to waive its notice and hearing rights in § 7 of the first amendment to the Settlement Agreement

SECTION 2: *Approval; Direction.*

A. The City Council approves the Notice and finds that it is true and correct.

B. The City Council directs the City Clerk to submit the Notice with the Los Angeles County Recorder for recordation, pursuant to Government Code § 38773.1(c) and MPPC § 4.30.150(c).

SECTION 4: *Severability.* If any part fo this Resolution or its appliction is deemed invalid by a court of competent jurisdiction, the City Council intendds 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 5: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 7: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

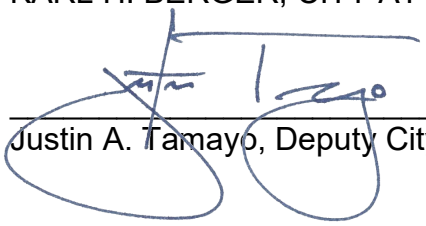
PASSED AND ADOPTED this 6th day of September, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY



_____
Justin A. Tamayo, Deputy City Attorney

Attachments:

Exhibit A: July 6, 2023, Demand letter for City GAP costs
Exhibit B: Notice of Nuisance Abatement Lien

EXHIBIT "A"
JULY 6, 2023 DEMAND LETTER FOR
CITY GAP COSTS

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

City Council
Henry Lo
Vinh Ngo
Jose Sanchez
Thomas Wong
Yvonne Yiu

City Clerk
Maychelle Yee

City Treasurer
Amy Lee

July 6, 2023

Center Int'l Investments
501 W. Garvey Ave. #207
Monterey Park, CA 91754
Attn: Karrie On

Re: **NOTICE OF ABATEMENT COSTS**
Property: **Lot 1 of Tract No. 34875 (APN 5254-002-031)**

To Whom It May Concern:

This letter is a follow-up to the City of Monterey Park's letters dated February 16, 2022, April 1, 2022, July 1, 2022, September 30, 2022, and January 31, 2023, regarding the nuisance abatement action affecting 1688 West Garvey Avenue, Monterey Park, CA (Lot 1 of Tract No. 34875—APN 5254-002-031) (the "Property"). The underlying public nuisance is identified in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* that was filed December 31, 2015 (LASC Case No. BC605788).

The nuisance abatement activity, identified as the "Goodviews Abatement Project" or "GAP," is being undertaken in accordance with the Settlement Agreement, as amended, executed by Center Int'l Investments, Inc. ("CII").

Per the February 16, 2022 letter, abatement costs associated with the GAP will be recovered on a quarterly basis from CII. This is the sixth Notice for the time period between January 1, 2023 and June 30, 2023.

Attached to this Notice are the City's abatement costs that were incurred by the City relating to the enforcement action against the Property. These abatement costs are imposed pursuant to Monterey Park Municipal Code ("MPMC") Chapter 4.30. Please remit payment to the City within **30 days** from the date of this letter.

This is a demand for payment in the amount of $1,772,244.06. This is in addition to the previously demanded $10,321,660.21 which remains unpaid and is accruing interest at 10-percent per annum. Payment must be made not later than August 6, 2023. Failure to pay by that date will cause the City to charge interest at the statutory rate on this outstanding amount

(along with the unpaid amount). Additionally, the City will take action to collect its abatement costs in any manner allowed by law, including collection by special assessment or nuisance abatement lien (*see* MPMC § 4.30.150)

Be advised that CII waived all due process rights in this matter including, without limitation, appeals rights set forth in MPMC § 4.30.140. CII, therefore, waived any right to contest the notice of abatement costs. Consequently, this interim notice of abatement costs is final and binding for the time period stated above. This is not the total cost of the GAP; the City continues to incur costs on a daily basis.

Thank you for your prompt attention to this matter.

Sincerely,

Martha Garcia
Finance Director

C: Ron Bow, City Manager
Karl H. Berger, City Attorney
Alfred Fraijo Jr., Esq. @
Sheppard Mullin Richter & Hampton, LLP
333 South Hope Street
Los Angeles, CA 90071

Agent for Service of Process:
Willis Do
1648 Puente Avenue
Baldwin Park, CA 91706

Process/ Invoice Date	Reference	Project#	Invoice#	CR & CK#	Amount	Payments/ Reversal	Balance
01/04/23	C.A. Rasmussen Inc.	64004	3581	CK110637	(579,163.51)	(579,163.51)	(579,163.51)
02/22/23	C.A. Rasmussen Inc.	64004	3628	CK111310	(206,429.20)	(206,429.20)	(785,592.71)
03/22/23	C.A. Rasmussen Inc.	64004	3688	CK111646	(144,044.36)	(144,044.36)	(929,637.07)
05/23/23	C.A. Rasmussen Inc.	64004	3700	CK400011	(94,519.28)	(94,519.28)	(1,024,156.35)
06/22/23	C.A. Rasmussen Inc.	64004	3727	CK400015	(104,612.18)	(104,612.18)	(1,128,768.53)
03/15/23	Geosyntec Consultants, Inc.	64004	21500786	CK111591	(49,893.91)	(49,893.91)	(1,178,662.44)
03/15/23	Geosyntec Consultants, Inc.	64004	21500787	CK111591	(1,021.06)	(1,021.06)	(1,179,683.50)
03/22/23	Geosyntec Consultants, Inc.	64004	21503400	CK111678	(1,021.06)	(1,021.06)	(1,180,704.56)
03/22/23	Geosyntec Consultants, Inc.	64004	21503399	CK111678	(69,440.88)	(69,440.88)	(1,250,145.44)
05/03/23	Geosyntec Consultants, Inc.	64004	21497234	CK112238	(1,198.22)	(1,198.22)	(1,251,343.66)
05/03/23	Geosyntec Consultants, Inc.	64004	21497233	CK112238	(47,310.17)	(47,310.17)	(1,298,653.83)
05/17/23	Geosyntec Consultants, Inc.	64004	21506586	CK112434	(37,323.54)	(37,323.54)	(1,335,977.37)
05/17/23	Geosyntec Consultants, Inc.	64004	21506587	CK112434	(1,021.06)	(1,021.06)	(1,336,998.43)
06/27/23	Geosyntec Consultants, Inc.	64004	21510549	CK112970	(85,596.21)	(85,596.21)	(1,422,594.64)
06/27/23	Geosyntec Consultants, Inc.	64004	21510550	CK112970	(1,021.06)	(1,021.06)	(1,423,615.70)
06/27/23	Geosyntec Consultants, Inc.	64004	21514137	CK112970	(55,219.78)	(55,219.78)	(1,478,835.48)
06/27/23	Geosyntec Consultants, Inc.	64004	21514138	CK112970	(4,807.34)	(4,807.34)	(1,483,642.82)
03/08/23	KCM Group	64004	12159	CK111515	(46,759.91)	(46,759.91)	(1,530,402.73)
03/08/23	KCM Group	64004	12132	CK111515	(44,452.60)	(44,452.60)	(1,574,855.33)
03/22/23	KCM Group	64004	12179	CK111690	(44,032.23)	(44,032.23)	(1,618,887.56)
05/17/23	KCM Group	64004	12005	CK112446	(30,628.30)	(30,628.30)	(1,649,515.86)
05/18/23	S.B.S Trust Deed Network	64004	26517	CK112544	(16,033.79)	(16,033.79)	(1,665,549.65)
03/01/23	State Water Resources Control Bo	64004	SW-0256300	CK111457	(704.00)	(704.00)	(1,666,253.65)
01/31/23	Development Review / Phoenix C	73008	22381	CK111809	(3,675.00)	(3,675.00)	(1,669,928.65)
02/28/23	Development Review / Phoenix C	73008	22403	CK112486	(1,102.50)	(1,102.50)	(1,671,031.15)
03/31/23	Development Review / Phoenix C	73008	22449	CK112486	(2,788.75)	(2,788.75)	(1,673,819.90)
04/30/23	Development Review / Phoenix C	73008	22475	Pending	(2,190.00)	(2,190.00)	(1,676,009.90)
05/31/23	Development Review / Phoenix C	73008	22501	Pending	(4,042.50)	(4,042.50)	(1,680,052.40)
01/19/23	City Expenses - Legal Fees	64003	295744	ACH400012	(1,693.39)	(1,693.39)	(1,681,745.79)
01/31/23	City Expenses - Legal Fees	64003	297328	CK111881	(4,705.00)	(4,705.00)	(1,686,450.79)
01/31/23	City Expenses - Legal Fees	64003	297016	ACH400009	(2,661.62)	(2,661.62)	(1,689,112.41)
02/28/23	City Expenses - Legal Fees	64003	298177	CK112263	(18,969.48)	(18,969.48)	(1,708,081.89)
02/28/23	City Expenses - Legal Fees	64003	298157	ACH400009	(14,775.00)	(14,775.00)	(1,722,856.89)
04/30/23	City Expenses - Legal Fees	64003	301037	ACH400009	(574.00)	(574.00)	(1,723,430.89)
04/30/23	City Expenses - Legal Fees	64003	300956	ACH400009	(8,253.96)	(8,253.96)	(1,731,684.85)
03/30/23	City Expenses - Legal Fees	64003	299683	ACH400009	(12,491.00)	(12,491.00)	(1,744,175.85)
03/30/23	City Expenses - Legal Fees	64003	299683	ACH400009	(1,522.81)	(1,522.81)	(1,745,698.66)
05/31/23	City Expenses - Legal Fees	64003	303114	ACH400016	(17,858.80)	(17,858.80)	(1,763,557.46)
05/31/23	City Expenses - Legal Fees	64003	303168	ACH400016	(7,685.44)	(7,685.44)	(1,771,242.90)
06/30/23	Cifty Expenses - Finance				(1,001.16)	(1,001.16)	(1,772,244.06)
	Balance Due				**(1,772,244.06)**	**(1,772,244.06)**	

EXHIBIT “B”
NOTICE OF NUISANCE ABATEMENT LIEN

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of Monterey Park
Attn: City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

No fee per Government Code § 27383

NOTICE OF NUISANCE ABATEMENT LIEN

NOTICE IS HEREBY GIVEN that, pursuant to Government Code § 38773.1 and Monterey Park Municipal Code § 4.30.150, the City of Monterey Park ("City") seeks to impose a nuisance abatement lien against the real property ("Property") described below for the City's unreimbursed costs incurred in abating a public nuisance under a duly issued judicial abatement warrant. The Monterey Park City Council ordered the imposition of a nuisance abatement lien through its adoption of Resolution No. XXX on September 6, 2023 (attached as Exhibit "A"). Pursuant to a settlement agreement by and among the City the People of California, and the owner of the Property in the civil litigation captioned, *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc.*, *et al. (*LASC Case No. BC605788), the Property owner agreed to waive its notice and hearing rights in § 7 of the first amendment to such settlement agreement, which is on file with the City Clerk.

Recordation of this notice of nuisance abatement lien against the Property is made pursuant to Government Code § 38773.1(c) and Monterey Park Municipal Code § 4.30.150(c). Once recorded, this notice will constitute a lien against the Property with the force, effect, and priority of a judgment lien (Gov. Code, § 38773.1, subd. (c)). The City may foreclose on this nuisance abatement lien by a City action for a money judgment. (*Ibid.*)

In accordance with § 38773.1(c)(1), the following apply to the Property and this notice of nuisance abatement lien:

Lien amount	$1,772,244.06
Agency on whose behalf the lien is imposed	City of Monterey Park
Property assessor's parcel number	5254-002-031
Property legal description	LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Address associated with Property	No known address associated with the Property pursuant to Los Angeles County property and title records
Property record owner	Center Int'l Investments Inc., a California Corporation
Property owner address	846 East Garvey Avenue, #D, Monterey Park, CA 91755

Signed the _day of September 2023.

CITY OF MONTEREY PARK

_____
Inez Alvarez, Interim City Manager

(NOTARIZED SIGNATURE REQUIRED)

EXHIBIT "A"
TO NUISANCE ABATEMENT LIEN

CERTIFIED MONTEREY CITY PARK
RESOLUTION NO. XX

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council

FROM: Amy Lee, City Treasurer
Martha Garcia, Director of Finance

SUBJECT: 2022-2023 Annual Investment Report

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Treasurer and City Manager to implement the City's Investment Policy for FY 2023-24;
2. Receiving and filing the 2022-23 Annual Investment Report; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for annual review. The attached annual report shows that all investment activities during 2022-23 were conducted according to the fiscal year 2022-2023 City's Investment Policy.

The Treasury Committee is introducing and recommending adoption of the Investment Policy developed by Chandler Asset Management company.

BACKGROUND:

The City contracted with Chandler Asset Management to assist with the drafting the City's Investment Policy. This Investment Policy will better align with Government Code and industry best practices, allow for broader diversification within the total portfolio, and is expected to earn the California Municipal Treasurers Association Investment Policy Certification.

The Investment Policy includes the most recent Government Code citations as amended by Senate Bills 998 and 1489. It allows the Treasury Committee to diversify the City's portfolio while continuing to prioritize safety, liquidity and yield.

The benefits of having the Investment Policy Certified by the California Municipal Treasurers Association is verification that the policy was reviewed and certified by a professional organization within California.

Investments

All investment activities during 2022-23 were made according to the FY 2022-23 Policy. During the year, funds were invested in the Local Agency Investment Fund, LA County Pooled Investment Fund, and Certificates of Deposits.

Local Agency Investment Fund (LAIF) was created by statute in 1977. It is a pooled investment program for local agencies and special districts to participate. LAIF is managed by the State and investment securities are purchased in accordance with the Government Code Sections 16430 and 16480.4. LAIF has 2,386 participants and $36.8 billion in its portfolio. As of June 30, 2023, the City has $36.3 million invested with LAIF.

Los Angeles County Pooled Investment Fund (LACPIF) allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County. As of June 30, 2023, the City has $43.7 million invested with LACPIF.

Certificates of Deposits (CD) Certificates of Deposits are time deposits with banks or savings and loans. The Federal Depository Insurance Corporation (FDIC) insures each depositor up to $250,000. The City invests CDs with California State or nationally chartered financial institutions. As of June 30, 2023, the City has 33 CDs.

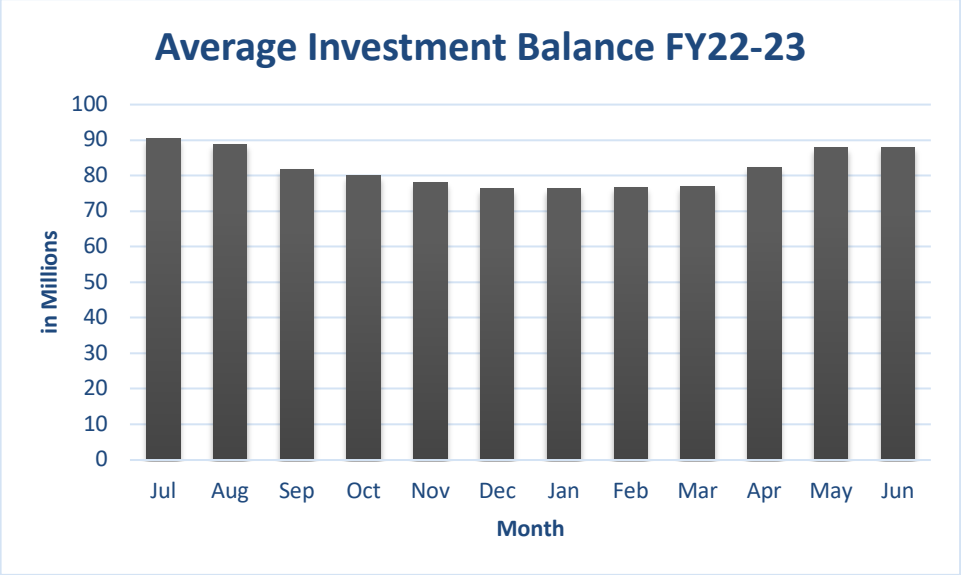
Investment Composition

The City invests its idle cash from all operating funds on a pooled basis to maximize returns. Earnings are allocated to each fund based on the average cash balance. The total investment balance for the City as of June 30, 2023 was $87,989,100.53.

Instruments	Balance	Interest Rate	Maturity
LAIF	$ 36,395,202.13	2.22%	1-day
LACPIF	43,748,898.40	2.88%	1-day
CDs	7,845,000.00	0.51% - 2.65%	2 months – 2 year
Total	$ 87,989,100.53		

Investment Balance

Timing of revenue collections, such as property tax, business licenses, and franchise tax, affects the monthly investment balance during the year. In 2022-23, monthly investment varied from $76 million to $90 million. The average balance was $82 million.



Investment Performance

The 2022-23 interest earning for the City totaled approximately $1,682,478.00 and the average yields were 2.05%. The City invested 38.50% of its funds into local government investment pools (LAIF), 52.51% into Los Angeles County Pooled Fund (LACPIF), and 8.98% into certificates of deposits, which all can be effective mechanisms for obtaining liquidity, diversified portfolios, and competitive yields. The performance from the investment in the LAIF, County pooled funds, and Certificates of Deposit have provided the City higher investment earnings in 2022-23.

Investment Policy

The City's current and proposed Investment Policy includes eighteen areas: Scope, Prudence, Objective, Delegation of Authority, Ethics and Conflicts of Interest, Authorized Financial Dealers and Institutions, Authorized and Suitable Investments, Review of Investment Portfolio, Investment Pools/Mutual Funds, Collateralization, Safekeeping and Custody, Diversification, Maximum Maturities, Internal Controls, Performance Standards, Reporting, Investment Policy Adoption and Glossary.

Conclusion

For the Fiscal Year 2023-2024, the Treasury Committee will seek permitted investment instruments according to the investment policy, and take a balanced approach consistent with the guidelines of safety, liquidity, and yield as established by the Council adopted Investment Policy.

Respectfully submitted by:

Amy Lee
City Treasurer

Prepared by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Investment Policy Resolution
2. Proposed Investment Policy

ATTACHMENT 1
Investment Policy Resolution

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK; THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY; THE MONTEREY PARK FINANCING AUTHORITY; THE MONTEREY PARK HOUSING AUTHORITY; AND THE GEOLOGIC HAZARD ABATEMENT DISTRICT ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE TREASURER AND CITY MANAGER TO IMPLEMENT THE POLICY.

The City Council, acting on behalf of the City of Monterey Park, the Successor Agency to the Monterey Park Redevelopment Agency, the Monterey Park Financing Authority, the Monterey Park Housing Authority and the Geologic Hazard Abatement District (collectively, "City Council") does resolve as follows:

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

A. Government Code § 53646 allows the Treasurer or Finance Director to provide the City Council an investment policy for consideration;

B. Government Code § 53607 confirms the City Council's authority to invest or reinvest funds and, if desirable, to delegate investment authority to the Treasury Committee to implement such authority, on an annual basis; and

C. The Treasurer and Finance Director proposed that the City Council consider the Investment Policy attached as Exhibit "A," and incorporated by reference, for Fiscal Year 2023-24 ("Policy").

SECTION 2: After due consideration, the City Council finds that the Policy conforms with applicable law and adopts it for use during Fiscal Year 2023-24 on behalf of the City of Monterey Park and the Successor Agency to the Monterey Park Redevelopment Agency, the Monterey Park Financing Authority, the Monterey Park Housing Authority and the Geologic Hazard Abatement District (collectively, "City"). The Treasurer and City Manager, upon approval by a majority of the Treasury Committee members, is authorized to implement the Policy for this time period on the City's behalf.

SECTION 3: Supersession of previous investment policies does not affect any penalty, forfeiture, or liability incurred before, or precludes prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: The City Manager, or designee, is authorized to implement this Resolution in accordance with applicable administrative policies and procedures that may be promulgated by the city manager.

SECTION 6: *Electronic Signatures.* Pursuant to Monterey Park Municipal Code § 3.95.020, this Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 6th day of September 2023

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEREY PARK)

I, MAYCHELLE YEE, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 6th day of September 2023, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

Dated this 6th day of September 2023

_____
Maychelle Yee, City Clerk

ATTACHMENT 2
Proposed Investment Policy

City of Monterey Park

Investment Policy

September 2023

CITY OF MONTEREY PARK

INVESTMENT POLICY

ADOPTED SEPTEMBER 6, 2023

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Monterey Park's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City Council and is effective as of the 16th day of August 2023, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in Government Code Sections 53600, *et seq*., with the following exceptions:

- Proceeds of debt issuance must be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.

- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the

general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Treasurer, Director of Finance, and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence are relieved of personal liability for an individual security's credit risk or market price changes provided that the Treasurer, Director of Finance, or other authorized persons acted in good faith for investment decisions. Deviations from expectations of a security's credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program must be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return. Criteria for selecting investments and the order of priority are:

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

- **RETURN ON INVESTMENTS.** The City's investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from Government Code Sections 41006 and 53600, *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is delegated to the Director of Finance. The Treasurer may, but it's not required to, opine regarding the prudence of such management. Any such opinion should be in writing and directed to the City Council.

The Director of Finance will be responsible for all transactions undertaken as established in the Investment Procedures Manual prepared by the Treasury Committee and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures promulgated by a Treasury Committee, which at a minimum, must consist of the Treasurer, City Manager and Director of Finance.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program must be designed and managed with a degree of professionalism that is worthy of the public trust. The City Council recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process act as custodians of the public trust. Investment officials recognize that the investment portfolio is subject to public review and evaluation. Consequently, employees and officials involved in the investment process must refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials must disclose any material interests in financial institutions with which they conduct business, and further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers must refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure must be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City Council, an independent analysis by an external auditor may be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Director of Finance must endeavor to complete investment transactions using a competitive bid process whenever possible. The Treasury Committee will determine which financial institutions are authorized to provide investment services to the City. It is the City's policy to purchase securities only from authorized institutions and firms.

The Director of Finance must ide maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry will determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Government Code Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance with audited financials and a statement certifying that the institution has reviewed Government Code Sections 53600, *et seq*. and the City's investment policy. The Director of Finance will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by California law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with California law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser identified by the City Council. Where possible, transactions with broker/dealers will be selected on a competitive basis and their bid or offering prices will be provided via trade ticket, a record of all the terms, conditions, and basic information of a trade agreement, by the investment advisor. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by Government Code Sections 53600, *et seq*. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time this policy is adopted which does not meet the new policy guidelines can be held until maturity and is exempt from this policy. At the time of the investment's maturity or liquidation, such funds must be reinvested only as provided in this policy.

An appropriate risk level determined by the Government Code must be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio must be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local agency within the State of California, provided that:

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.

- The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

   - The maximum maturity is five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of callable agency securities in the portfolio will be 20%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

   a. **SECURITIES** issued by corporations:

      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. **SECURITIES** issued by other entities:

      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.

(ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
(iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the City's investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than $100,000,000.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.
   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

10. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:

- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
- The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per Government Code Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under the Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

    - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
    - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
    - The maximum maturity does not exceed one (1) year.

13. **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**, provided that:

    - The City may invest up to the maximum amount permitted by LAIF.
    - LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments.

14. **LOCAL GOVERNMENT INVESTMENT POOLS**

    - Other LGIPs permitted by client.
    - There is no issuer limitation for Local Government Investment Pools

15. **CORPORATE MEDIUM TERM NOTES (MTNS)**, provided that:

    - The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
    - The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
    - No more than 30% of the total portfolio may be invested in MTNs.
    - No more than 5% of the portfolio may be invested in any single issuer.
    - The maximum maturity does not exceed five (5) years.

16. **ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN**

SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

17. **MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

    a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under Government Code Section 53601 (a) to (k) and (m) to (q), inclusive, and that meet either of the following criteria:

        (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
        (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by Government Code Section 53601 and with assets under management in excess of $500 million.

        - No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

    b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

        (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
        (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

        - No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

    c. No more than 20% of the total portfolio may be invested in these securities.

18. **SUPRANATIONALS**, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- California law notwithstanding, any investments not specifically described in this policy are prohibited including, without limitation, futures and options.
- In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City must conduct a thorough investigation of any pool or mutual fund before making an investment, and on a continual basis thereafter. The Treasury Committee must develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City requires any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Treasurer's Office which regulates banks in California. [WHAT IS THIS?] to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to Government Code Section 53651, pledged against a Certificate of Deposit must be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City requires any bank or financial institution to comply with the collateralization criteria defined in Government Code Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with the Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City must receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VS.-PAYMENT (DVP). All investment transactions must be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio must be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly

report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments must be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution or minute order granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security before its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment adviser will be communicated to the Treasury Committee in a timely manner.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council by the Treasurer.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher

volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns before maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer and Director of Finance must periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer and Director of Finance must monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer and Director of Finance's quarterly report. The Treasurer and Director of Finance shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with Government Code Section 53607.

QUARTERLY REPORTS

The Treasurer will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 45 days after the end of the quarter. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.

3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)

4. A one-page summary report that shows:
   a. Average maturity of the portfolio and modified duration of the portfolio;
   b. Maturity distribution of the portfolio;
   c. Percentage of the portfolio represented by each investment category;
   d. Average portfolio credit quality; and,
   e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;

5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council by the Treasurer. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments must be presented by the Director of Finance to the City Council for its consideration and potential adoption.

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3E

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

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Chandler Asset Management for providing investment advisory services for three years with two optional one-year extensions (maximum 5-year contract term); and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

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

BACKGROUND:

Discussion/Analysis:

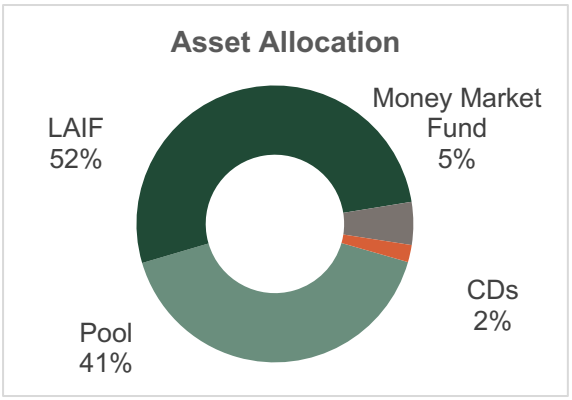
The City has historically invested the majority of its funds in Local Government Investment Pools (LGIPs). The two pools currently utilized by the City are LAIF and the Los Angeles County Investment Pool (LACIP). Both pools offer local agencies the

opportunity to participate in institutional investment vehicles which utilize a professional staff and furnish standard reports. Investment returns in shorter-duration investment pools were impacted significantly by the lower interest rate environment brought on by the COVID-19 pandemic, resulting in lower returns and loss of income to the City. With rates substantially higher today, the City has the opportunity to optimize interest earnings by segmenting its current investment structure and outsourcing a portion of idle funds, which are those funds typically not needed for 12-18 months to Chandler for external management. The City can select an investment strategy with a slightly longer duration which reflects the City's investment goals, risk constraints and longer-term objectives.

City of Monterey Park Portfolio as of June 30, 2023

Total Market Value:	**$87,989,101**

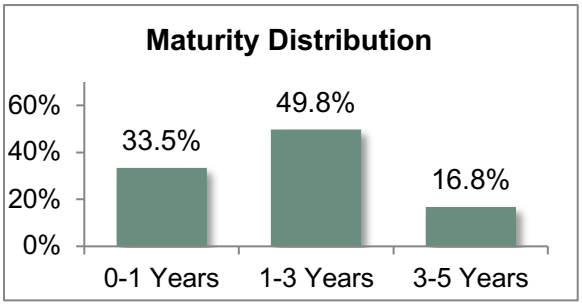
Source: City of Monterey Park Portfolio as of June 30, 2023

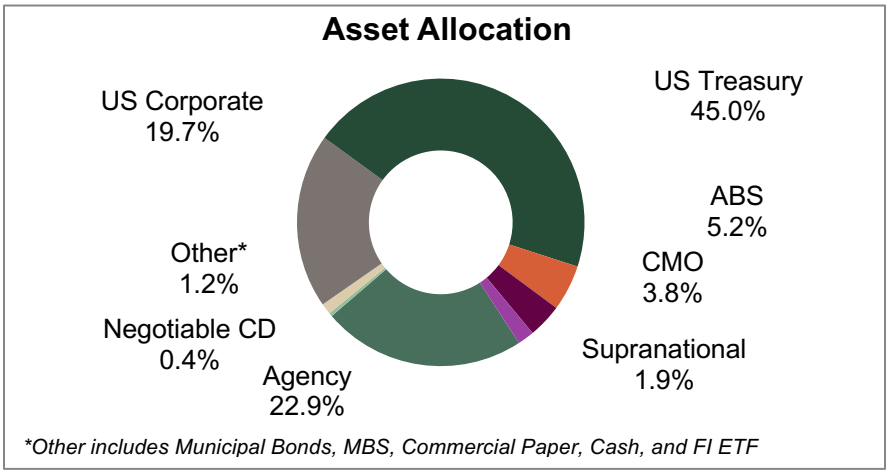


Through ownership of individual securities, the City may be able to optimize returns on investments and generate additional income through the structuring of funds to mature concurrent with cash needs to generate income while also prioritizing safety. Below are the characteristics of two of Chandler's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

Limited Maturity (1-3 Year)

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

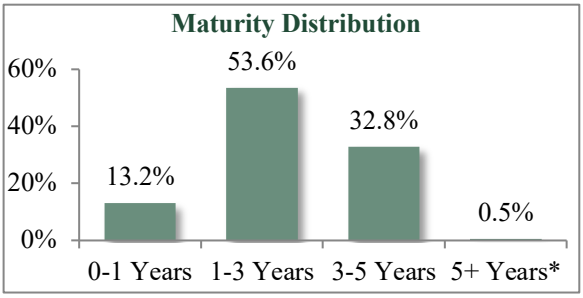




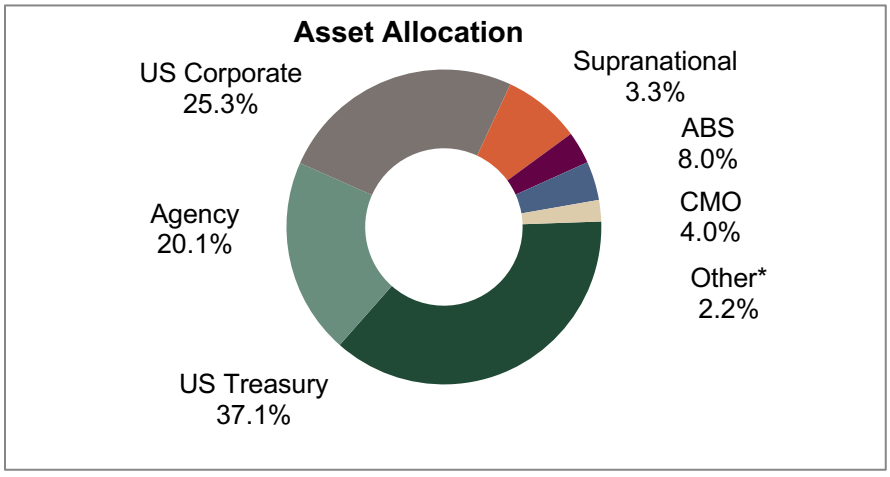
*Other includes Municipal Bonds, MBS, Commercial Paper, Cash, and FI ETF

Short Term Bond (1-5 Year)

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



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



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

Chandler Investment Styles
20-Year Net of Fee Performance* (Hypothetical)
March 2003 – March 2023

Investment Styles	Portfolio Duration	Annualized Total Return 20-Year Period (Net of Fee)	20-Year Growth of $40 Million Portfolio (Net of Fee)	Chandler Added Value Over LAIF $40 Million Portfolio (Net of Fee)
LAIF	0.75	1.55%	$54.4 million	*N/A*
Chandler's Limited Maturity (1-3 Year)	**1.64**	**1.97%**	**$59.1 million**	***$4.7 million***
Chandler's Short Term Bond (1-5 Year)	**2.31**	**2.25%**	**$62.4 million**	***$8.0 million***

**Net performance for Chandler investment styles based on sample fee of 9.25 basis points (0.0925 of 1%) calculated for a $40 million total portfolio. Net performance for LAIF is calculated using a fluctuating administrative fee (which can be found on the California State Treasurer's website). LAIF duration is the most recent monthly report by dividing the weighted average life-month end (in days) by 365 as of 03/31/2023. Performance shown is hypothetical for a $40 million portfolio and not based on an actual client's account. Performance for Chandler's Limited Maturity and Short Term Bond has been calculated using historical composite performance. Past performance is not a guarantee of future results. All investment strategies have the potential for profit or loss. Market conditions or economic factors may alter the performance and results of a portfolio. Please see the GIPS Composite Reports and disclosures at the end of this report for further details. For one-on-one presentation only.*

In July 2021, the City's Finance Committee requested analysis of external investment management services from a fee-based provider for expressed interest in external investment management services. The minimum qualifications for consideration of investment advisors for investment management services typically are as follows:

- Currently manage at least $10 billion of domestic fixed income assets for public entities.

- Assign a portfolio manager and a relationship manager who each have a minimum of ten years of experience providing investment advice to California public entities.
- Be familiar with all applicable California Government Codes regarding qualified investments for public entities.
- Be registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.
- Be financially solvent and appropriately capitalized to be able to provide service for the duration of the contract.
- Have Errors and Omissions insurance coverage of at least $10 million.
- Have fidelity bond coverage of at least $10 million.
- Adhere to the Code of Professional and Ethical Standards as described by the Chartered Financial Analyst Institute (CFA Institute).

Chandler's analysis of the City's existing portfolio was presented to the City's Interim City Manager, Inez Alvarez; Interim Assistant City Manager, Diana Garcia; City Treasurer, Amy Lee; City's Financial Advisor Michael Busch; and Finance Director, Martha Garcia. Evaluation criteria was as follows:

- Responsiveness and understanding of engagement
- Firm experience, approach and long-term performance
- Assigned personnel experience
- Client References and overall client satisfaction
- Investment Returns for Chandler's Composites
- Cash Flow Analysis and Modeling

The following cost associated with these services is as follows:

City of Monterey Park
Fee Schedule

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

*Annual fee is based on approximately $40 Million in managed investments. Chandler's fees do not include third party custody services, as the firm is not a provider of such services. The safekeeping/custody of the City's funds by a third-party provider of the City's choosing is an important control in the investment

management process. Under no circumstances will Chandler take possession or control of the City's assets, and all securities transaction will be delivery versus payment ("DVP").

The most significant factors considered in recommending Chandler:

- Represents neighboring cities of similar size including the City of Pomona, City of El Monte, City of La Mirada, City of Pico Rivera, City of La Habra, City of Brea, and City of Riverside. Chandler manages over $33.3 billion in assets under management including over $11 billion for 74 California Cities as of June 30, 2023.
- Provided significant understanding of the City's existing Investment Policy and proposed the adoption of Chandler's model policy which is in full alignment with Government Code Section 53601, portfolio requirements and objectives, including observations of the investment policy and analysis of the portfolio suggesting optimization of idle funds and improvements, such as diversification from pools for future consideration.
- Outstanding references, including testimonials of being service oriented, providing assistance beyond contracted services, validated performance beyond the performance benchmark while maintaining a lower risk than the benchmark measured against Chandler's Limited Maturity (1-3 Year) investment strategy and Chandler's Short-Term Bond (1-5 Year) investment strategy.
- Superior reporting as well as education and training which will save the City's staff time and provide continuity of care of the investment program through staff changes and various market cycles.
- Complete Cash Flow Analysis to assist the City in identifying near and long-term investment goals.

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

FISCAL IMPACT:

The cost of investment management services is approximately **$2,083 per month for $25M dollars** but will fluctuate based on portfolio value. City Staff anticipates that enhanced investment earnings will exceed investment management fees and can be debited from interest earnings in the City's third-party custody account where the City's assets will be held. Chandler will be provided authorization to transact on the City's behalf for a designated portion of the City's funds and funds will remain in the City's name in the third-party custody account.

Respectfully submitted by:

Amy Lee
City Treasurer

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO:	The Honorable Mayor and City Council
FROM:	Martha Garcia, Director of Finance Stanley Ardon, Information Technology Manager
SUBJECT:	Services Agreement Amendment with Network Magic, Unlimited, Inc. for Network and Infrastructure Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute an Amendment with Network Magic, Unlimited, Inc., in a form approved by the City Attorney, to provide network and firewall services for amount not to exceed $228,900; and,
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Recently, the City has been experiencing intermittent network outages which are causing periodic lost internet and email connections citywide. In order to improve the network stability, upgrade the infrastructure, and improve cybersecurity, the City is requesting to amend the agreement with existing vendor, Network Magic, to modify scope of services and to increase compensation to an amount not to exceed $228,900.

BACKGROUND:

On October 18, 2022, the City entered into a 3-year agreement with Network Magic for the installation of a firewall to allow Fire Station 62 to connect to the City network. The term ending date of the Agreement is June 27, 2025, with a cost of $29,049.

Network Magic is working with the Information Technology Division to troubleshoot the recent networks outages and has recommended increasing cybersecurity infrastructure. The increased cost of service will include the purchase and installation of two firewalls, upgrading email servers to the most current version of Microsoft Exchange, and reinforcing network infrastructure as recommended by the City's independent auditors, who conducted a comprehensive cybersecurity audit. This restructuring will put the city network in a better position to minimize the damage in case of a cybersecurity attack.

The City is requesting to amend the Agreement with Network Magic to increase compensation to an amount not to exceed $228,900

FISCAL IMPACT:

Funds for services that will be completed in FY 2023-24 have been identified in the IT Division's FY 2023-24 budget. Additional funds needed for services to be completed in FY 2024-25 will be budgeted accordingly in corresponding fiscal year.

Respectfully submitted by:

Martha Garcia
Director of Finance

Prepared by:

Stanley Ardon
Information Technology Manager

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Christine Tomikawa, Director of Human Resources and Risk Management

SUBJECT: Resolution approving the Memorandum of Understanding between the City and the Monterey Park Service Employees' International Union, Local 721 for the term of July 1, 2023 to June 30, 2025

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Services Employees' International Union, Local 721 ("SEIU");
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park ("City") and SEIU met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2023 to June 30, 2025.

BACKGROUND:

SEIU's current MOU term is valid from July 1, 2022 to June 30, 2023. On July 21, 2023, SEIU's representatives initially agreed to the following terms and conditions. The City and SEIU representative have been working through the MOU language and SEIU ratified:

- Two year agreement – July 1, 2023 to June 30, 2025
- Equity adjustment in base salary for the following classifications – Cross Connection Control Inspector – 14.5%, Janitor – 22.4%, Management Analyst – 18.0%, Police Records Management Technician – 14.6%, and Senior Management Analyst – 20.0%
- Base salary increase – 6.3% cost of living adjustment to base salary effective July 8, 2023 and 4.5% cost of living adjustment to base salary effective the first full pay period after July 1, 2024.

- Article 9 Vacation – increase in vacation leave bank up to 500 hours and cash out of vacation and holiday accrued leave up to an additional 40 hours and ability to designate cash out two times in a calendar year. Revised sick leave bank cash out language.
- Article 17 Health Benefits – increase cafeteria contribution to $1,475.00 per month.
- Article 21 Uniform Allowance – increase contribution for uniforms and boot allowance.
- Article 22 Special Pay Provisions – increase longevity pay and add a longevity level at 15 years of service. Added Class B certification pay for employees not required to maintain Class B driver's license.
- MOU language modification:
  - Article 12 – Bereavement Leave
  - Article 22 – Special Pay Provisions: Acting Pay
  - Article 24 – General Personnel Provisions: Probationary Period
  - Article 25 – Labor Management Committee
  - Article 26 – Salaries – Salary Advancement
  - Article 28 – Subcontracting
  - Article 30 – City Council Approval

FISCAL IMPACT:
The total cost of the MOU is estimated at $637,317 for Fiscal Year 2023-2024 and the estimated amount of $369,126 for Fiscal Year 2024-2025 will be budgeted appropriately. This amount will be paid by various funds.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources
and Risk Management

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Monterey Park Service Employees' International Union MOU – redline version
2. Proposed MOU Resolution

ATTACHMENT 1

Monterey Park Service Employees' International Union, Local 721 (SEIU) – Redline Version Memorandum of Understanding July 1, 2023 to June 30, 2025

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 721

July 1, 2023~~2019~~ to June 30, 2025~~2023~~

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PREAMBLE

This Memorandum of Understanding (""MOU") has been prepared in accordance with the California Government Code §3500. The City of Monterey Park, California, hereinafter referred to as the "City", and the Service Employees International Union, Local 721, hereinafter referred to as the "Union" or "SEIU", have reached this MOU pursuant to meeting and conferring in good faith.

ARTICLE 1 – SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties hereto to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 – RECOGNITION

The City hereby exclusively recognizes and acknowledges SEIU as the recognized employee organization representing all employees in the General Unit ("Unit") for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

The classifications in the unit and hereby covered under this MOU are listed in Appendix A.

ARTICLE 3 – MANAGEMENT RIGHTS

To ensure the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City:

- To select and determine the number and types of employees required
- To assign work to employees in accordance with the requirements determined by the City
- To establish and change work schedules and assignments
- To hire, transfer, and to promote or to lay off employees for lack of work and for all other legitimate reasons
- To suspend, discipline, or discharge employees for just cause
- To expand or diminish services
- To subcontract for any work or operations

- To determine and change methods of operations

- To determine and change at its sole discretion the number of locations, relocations and types of operations and the processes and materials to be employed

- To make, publish and enforce rules and regulations

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU, Personnel Rules and Regulations, or Salary Resolutions.

ARTICLE 4 – UNION RIGHTS

Section 4.1 Meet and Confer

The Union may, by any reasonable method, select up to five (5) employees in the unit to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during their regular duty or work hours, without loss of time, compensation or benefits, provided that:

- No employee shall leave their duties, workstation, or assignment without specific approval by an authorized department management official.

- Any such meeting is subject to scheduling by an authorized department management official so as to avoid excessive interference with, or interruption of, assigned work schedules or work performance.

Such employees, after being excused from their regular assigned duties, will be permitted to take reasonable time to discuss terms and conditions of employment. Said employee(s), if on duty, shall be paid for such reasonable time by the City at the same rate of pay for regular work; however, no overtime will be paid for any time spent as set forth above.

Section 4.2 Access to Worksite

Union representatives, after permission is granted by the Department Director or designee (if, however, said parties are not available, then permission must be obtained from the City Manager or designee) may enter worksites for the purpose of transacting business of the Union; provided, however, that such business does not excessively interfere with the work of the employees or City operations.

Section 4.3 Union Officers, Representatives, and Stewards

A written list of the union officers, representatives, and stewards shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes to such list.

Section 4.4 Union Membership

All employees in the unit shall have the right to join the union, or to refuse/refrain from joining said organization.

A. Union Membership Dues

Any employee of the unit who is a member of the union, or who has applied for membership, must sign an authorization for payroll deduction of membership dues for the Union.

B. Maintenance of Membership

Such authorization for union membership shall continue in effect for the duration of this MOU. Any employee who is or becomes a member of SEIU on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall also be required to maintain such membership in good standing with SEIU, including payroll deductions for union dues, for the duration of this MOU.

Employees may opt to terminate such membership in SEIU only during the period of April 1st through April 15th in the expiration year of this MOU, by notifying the SEIU membership department at the Los Angeles regional office. Such notification must be in the form of a letter, signed and dated by the individual employee, containing the following information: employee name, employee identification number, job classification, and a clear statement of the request to cancel membership in SEIU for the Monterey Park Chapter.

Section 4.5 Payroll Deductions

With respect to all sums deducted by the City, whether for union membership dues or other voluntary contributions/payments as applicable, the City agrees to electronically remit such monies to the Union within thirty (30) calendar days of the close of the pay period. The remittance shall be accompanied by an electronic list of all current employees in the unit, which indicates the effective date(s) of the remittance, each employee's name, employee identification number, hourly rate of pay, and amount(s) being remitted on behalf of each employee.

During such monthly remittance, the City shall also send the Union an electronic list indicating any changes in personnel, employment status (including but not limited to promotion, demotion, transfer, reclassification, retirement, or separation from service), or personal information from the most recent list provided in accordance with Section 4.6 – Reporting Requirements.

Section 4.6 Reporting Requirements

1. The Union agrees to furnish any information needed by the City to fulfill the provisions of this article.

2. Within thirty (30) days, or the first pay period of the month, following hire and in the first week of January, April, July, and October of each year, the City will provide the Union with the following information for each employee in the unit:

    - Name
    - Employee Identification Number or last four of Social Security Number
    - Job Classification
    - Salary Step
    - Rate of Pay
    - Date of Hire
    - Home Address
    - Mailing Address (if different)
    - Home Phone Number
    - Personal Cell Phone Number (if known)
    - Personal e-mail on file (if any)
    - Worksite Facility/Department
    - Work Address
    - Work Phone Number

    The City agrees to provide such information to the Union in a usable electronic format (preferably Excel).

Section 4.7 Indemnity Clause

The Union agrees to fully indemnify, defend, and hold harmless, the City, and its officers, employees, and agents, against any claim, action, liability, judgments, or settlements regarding the legality of the provisions or impacts of this agency shop provision or any action taken by or on behalf of the City in implementing this agency shop provision. The Union shall have the right to determine whether any such action or proceeding referred to above, shall or shall not be

compromised, resisted, tried, or appealed, provided however, that the City may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

Section 4.8 Committee on Political Education (COPE)

Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

Section 4.9 Communications

Space shall be provided on City bulletin boards for the posting of notices of concern to union members including, but not limited to, the following:

- Union meetings
- Union elections and results
- Recreational and social events
- Official union business

Other written material may be posted with prior approval of the Director of Human Resources/Risk Management or Department Director.

Section 4.10 New Employee Orientations

The City shall notify the Union of all new employees entering the bargaining unit. The City shall provide the Union with no less than ten (10) business days' advance written notice of the new employee's date of orientation. Shorter notice may be provided in a specific instance where there is an urgent need that is critical to city operations that was not reasonably foreseeable. Attendance at an orientation shall be mandatory for each new employee. For the purpose of this section, new employees shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. The Union's presentation may include written, audio, and/or visual materials provided by the Union. No management representative shall be present during the Union's presentation.

In the event an employee designated as an authorized union representative in Section 4.3 - Union Officers, Representatives, and Stewards provides the orientation, such employee shall also be provided with up to one (1) hour of paid release time per month in which to conduct such

orientation. If more than one (1) new employee is hired within the same pay period, reasonable effort shall be made to schedule and conduct the orientations during the same time frame.

The Union shall provide the following for the City to include in their orientation packet to be distributed at the orientation:

- Applications for union membership and COPE
- Copy of the current MOU
- Contact information of the designated union representative(s)

Violations of this section are subject to the grievance procedure outlined in Article 7.

Section 4.11 Use of City Facilities

The Union shall have use of City facilities for membership meetings, upon reasonable advance notice to and approval by the Director of Human Resources/Risk Management or designee. Such use is subject to applicable City regulations and availability. The City will make every reasonable effort to allow union-represented employees to attend the union's general membership meetings which occur every third Wednesday of the month. The Union agrees that general membership meetings shall last 1 hour or less unless prior authorization is received from the City's Director of Human Resources and Risk Management.

The Union agrees to address any denials or other issues of attendance of these monthly Union meetings via the Labor Management Committee.

Section 4.12 Union Release Time

The Union shall be provided with forty (40) hours of paid release time each fiscal year to allow an employee, who has been designated as a union officer, representative or steward in accordance with Section 4.3, to attend union training and/or meetings. Any unused time at the end of each fiscal year shall not be carried over into the subsequent fiscal year.

This paid release time is for regular work hours only and employees will be required to document use of this time on their time sheet(s).

The Union shall provide the Director of Human Resources/Risk Management and the employee's supervisor with no less than ten (10) business days' advance written notice of the request to use this paid release time. Requests for release time under this section will not be unreasonably denied; however, should the request for release time result in the need for the City to pay additional overtime to provide services, the request may be denied.

ARTICLE 5 – ANTI-STRIKE CLAUSE

The Union hereby agrees that during the term of this MOU, the unit employees, officers and/or agents of the Union shall not engage in, encourage, sanction, support, authorize, or suggest any

work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.

In the event any employee, or employees, participates in any such activities as set forth above, the Union shall notify such employee(s) so engaged, to cease and desist from such activities and shall instruct said person(s) to return to their normal work assignment and duties.

Employees participating in such activities may be subject to disciplinary action; however, informational pickets, following an impasse in the meet and confer process, are excluded from this article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress, and/or does not interfere with public health, safety or order.

ARTICLE 6 – DISCIPLINARY APPEALS

Section 6.1 Definition of a Disciplinary Appeal

A disciplinary appeal shall be defined as a formal written objection or challenge to any formal disciplinary action.

Section 6.2 Definition of a Formal Disciplinary Action

A formal disciplinary action shall mean suspension without pay for a period not in excess of thirty (30) calendar days, demotion, or any combination thereof, or termination of employment of a regular employee.

Warnings and written reprimands are not considered formal discipline and therefore not subject to appeal.

Section 6.3 Just Cause for Disciplinary Action

An employee who has completed an initial probationary period has regular status. Any of the following shall be just cause for the imposition of disciplinary action:

- Incompetence in the performance of the employee's duties
- Insubordination
- Inattention to or dereliction of duty
- Discourteous, abusive, or threatening treatment of the public or other employees
- Failure to disclose material facts or the making of any false or misleading statement on any application, examination form, or other official document of the city

- Substance abuse or alcohol consumption in violation of City policy, including appearing for work under the effects of alcohol/drugs, using alcohol/drugs while on duty, habitual drunkenness, or addiction to the use of narcotics

- Negligent or willful conduct by an employee which results in, or causes, damage to public property or waste of public supplies

- Conduct during or outside duty hours which casts discredit on the service or the City or which may reasonably be expected to result in casting such discredit on the service or the City

- Garnishment of earnings for more than one (1) indebtedness

- Attendance issues, such as absence without approved leave and excessive unexcused absences or tardiness

- Failure to report for physical or mental health examination after due notice

- Dishonesty

- Soliciting, taking or accepting a fee, gift, or other thing of significant value in the course of the employee's work or in connection with it

- Final conviction of any criminal offense involving moral turpitude. A plea or verdict of guilty, or a plea of nolo contendere shall be deemed to be a final conviction within the meaning of this section

- Willful violation of any lawful or official regulation, code, rule, or order

- Violation of the Municipal Code, Personnel Rule, Department rule or any other agency rule which has been properly noticed and made available to employees during the course of their employment

Section 6.4 Progressive Discipline

The City shall use progressive discipline, with the exception of an egregious act on behalf of the employee, and the type of discipline shall be reasonably and fairly administered. Progressive discipline is described as follows:

- Warning

  A warning is generally informal and may be verbal or written. Written warnings include counseling letters issued by a supervisor, manager, or department head. Such counseling letters inform the employee of the nature of the violation and corrective action that should be taken.

  A warning is not formal discipline and not subject to appeal. If an employee objects to the counseling letter, the employee has a right to respond in writing within thirty (30)

calendar days of the date of the counseling letter. The employee's response shall be attached to the counseling letter and placed in the employee's file.

- Written Reprimand

  A written reprimand is not formal discipline and not subject to appeal; however, the Department Director will meet with an employee prior to the issuance of a written reprimand to allow the employee an opportunity to present any information which they believe pertinent and which shall be considered before the Department Director makes or authorizes any disciplinary action to be taken.

  The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the circumstances prior to a decision to take any disciplinary action. The employee may request the presence of their union representative. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

  If an employee objects to the written reprimand issued, the employee has a right to respond in writing within thirty (30) calendar days of the date of the written reprimand. The rebuttal shall not change the final disposition by the Department Director; however, the employee's response shall be attached to the written reprimand and placed in the employee's personnel file.

- Suspension Without Pay

  A suspension without pay may be either short-term or long-term.

A short-term suspension is three (3) work-days or less in duration.

A long-term suspension is four (4) or more work–days in duration. A long-term suspension shall not exceed thirty (30) working days in duration.

An employee may file an appeal if they object to the suspension.

- Demotion

  For disciplinary purposes, an employee may be demoted from their position in one classification to a position in another classification having a lower salary range.

  An employee may file an appeal if they object to the demotion.

- Termination

  Regular employees with permanent status may file an appeal if they object to the termination. Employees on initial probation may be terminated with or without cause and are not eligible for appeal.

Section 6.5 Imposition of Disciplinary Action

Disciplinary action may be imposed upon an employee only as follows:

- The Department Head shall give written notice to the employee and the City Manager of the cause or causes for such disciplinary action, together with a narrative statement of the facts purporting to establish the basis for the disciplinary action as proposed.

- The City Manager shall conduct an informal hearing to allow the Department Head and the employee to present any competent and relevant evidence to prove or disprove the facts upon which the disciplinary action is based. The City Manager shall give at least ten (10) days written notice of such hearing to the employee.

- Based upon the evidence presented at the informal hearing, if the City Manager finds there is substantial evidence to justify and support the disciplinary action as proposed, the City Manager shall approve the disciplinary action. The City Manager may also choose to modify the disciplinary action, based upon the evidence presented, by increasing or decreasing the severity of the disciplinary action as proposed.

- The City Manager shall give the employee, Department Head, and Personnel officer written notice of their decision following the hearing. Such decision shall be final and conclusive in the absence of a timely appeal filed in accordance with Section 6.6 - Appeal Process.

Section 6.6 Appeal Process

Appeals of disciplinary action shall be conducted in accordance with the provisions of this article.

An employee shall have the right to appeal the City Manager's decision on a formal disciplinary action taken against them to the Personnel Board ("Board"), in the time and manner hereinafter set forth. All such appeals shall be in writing and filed with the Personnel Officer on or before 5:00 P.M. of the tenth (10^{th}) day following the giving of notice of the City Manager's decision. For the purpose of this article, the date of the "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the course of transmission of the United States Postal Service. Failure for any reason to file an appeal within the time permitted shall be conclusively deemed an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Personnel Officer shall set the matter for hearing before the Board, as expeditiously as possible and shall give the appealing party and any other person requesting the same, written notice of the time and place of the hearing to be held before the Board upon such appeal.

At the time set for such hearing, the Board, de novo, shall hear and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action taken. The employee shall be given the right to cross-examine any witness called. The employee shall also be given a reasonable opportunity to present any competent and relevant evidence, call witnesses, and be heard, personally or through an attorney or other representative.

Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter.

The City Attorney shall rule on all questions pertaining to procedure, in connection with hearings held before the Board, provided that the Board shall retain the right to overrule the City Attorney on any determination made by the City Attorney, by a majority vote.

In all such appeal hearings, the burden of proof shall be upon the employee to show that the action taken was arbitrary, unreasonable, capricious, or not in accordance with this MOU and other applicable laws.

The Board shall affirm, reverse, or modify the disciplinary action under appeal; however, the Board shall not increase the severity of the penalty imposed by the City Manager. The Secretary of the Board shall give written notice to the employee, the City Manager, and the Department Head of its determination. Such determination shall be final and conclusive.

Section 6.7 Witnesses

Any employee who is called as a witness for a disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 Definition of a Grievance

A grievance is defined as an alleged violation of a specific provision of this MOU, the City Personnel Rules and Regulations, or of the rules and regulations validly propagated by any department within the City. Grievances shall be processed in accordance with this article.

Matters excluded from the grievance procedure are:

- Performance evaluations
- Reversion from salary Step 10 to Step 9
- Verbal or written warnings and reprimands
- Documentation or informal counseling regarding the employee's work performance
- Matters which have their own appeal process, such as formal disciplinary actions
- Unfair labor practices to be adjudicated by the Public Employees Relations Board ("PERB")
- Complaints within the exclusive jurisdiction of state and federal fair employment agencies
- Complaints involving the termination of an initial probationary employee

Disputes regarding jurisdiction (grievability of an issue) shall be subject to resolution by a neutral arbitrator chosen from a list of no less than seven (7) names provided by the State Mediation and Conciliation Services (SMCS). In the event the parties cannot mutually agree upon an arbitrator, the neutral shall be chosen via the striking method with the first strike given to the winner of a coin toss. Each party shall alternately strike a name until only one (1) name remains. The remaining name shall serve as the arbitrator. In the event this person is unable to serve, the previous name remaining shall serve as the arbitrator.

Section 7.2 Procedure

When an employee feels they have been unfairly treated or do not agree with their supervisor on matters that fall within the definition of a grievance, the employee or the Union may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only when informal appeal through discussion with the immediate supervisor has been unsuccessful in resolving the issue.

It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

Section 7.3 Time Limits

Time limits between the steps of the grievance procedure may be extended by written mutual agreement of the parties.

Section 7.4 Representation

The grievant may be represented by a union representative of their choice at all levels of the grievance procedure, including the informal level.

Section 7.5 Witnesses

Any employee who is called as a witness at any level of the grievance process or disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

Section 7.6 Process Steps

1. Step 1 – Informal Meeting

   The first step of the grievance procedure shall be an informal meeting with the grievant's immediate supervisor in an effort to resolve the grievance.

   The Union, or the employee who is initiating the grievance, shall notify the immediate supervisor within fifteen (15) calendar days of becoming aware, or in the exercise of reasonable diligence should have become aware, of a grievable situation.

   The informal grievance meeting shall be scheduled at a mutually agreeable time within ten (10) calendar days of the request for an informal grievance meeting.

   The supervisor shall respond in writing to the issues raised in the informal meeting within five (5) calendar days.

2. Step 2 – File Formal Grievance

   All grievances shall be filed in writing with the immediate supervisor of the person aggrieved and with the Director of Human Resources/Risk Management, or designee, within five (5) calendar days after the employee receives a written response from the informal discussion with the supervisor described in Step 1 above.

3. Step 3 – Administrative Hearings

   If the Union or the employee does not obtain satisfactory redress from the immediate supervisor, the grievance may be progressed to the administrative level in writing through the administrative organization in the following order:

   - First to the Division Manager

- Second to the Department Director

- Third to the City Manager

In each case, the grievance must be submitted within seven (7) calendar days to the subsequent hearing level and a written notice of disposition must be forwarded to the grievant within fifteen (15) calendar days of receipt at any hearing level.

The City Manager shall be the final administrative authority in all cases, except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward written notice of disposition of such grievances to the grievant within fifteen (15) calendar days of receipt.

4. Step 4 – Appeals

In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, the Union or employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals shall be filed in writing with the Director of Human Resources/Risk Management within fifteen (15) calendar days of receipt of the disposition from the final administrative hearing in Step 3.

Upon receipt of the appeal, the Personnel Board shall investigate the complaint as it may deem necessary. The hearing shall be held within twenty (20) calendar days after the appeal is filed.

Whenever a hearing is to be held, the Personnel Officer shall notify the person(s) requesting the hearing of the date, time, and place of the hearing, and shall publicly post a notice of the hearing.

Unless incapacitated, the person(s) making the complaint shall appear personally before the Personnel Board at the hearing~~,~~ and may be represented by any person(s) or attorney they select.

Within thirty (30) calendar days or the next regularly scheduled Personnel Board meeting, whichever is later, after receipt of transcripts, pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, City Manager, and any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Personnel Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8 – WORK SCHEDULES AND OVERTIME

Except as modified herein, work schedules and duty hours shall be governed by Section 5 – Hours of Work of Personnel Rule XI – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Except as modified herein, overtime shall be governed by Section 3—Overtime of Personnel Rule V—Compensation, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 8.1 Definition of Work Week

A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

Section 8.2 Work Schedules

Work schedules shall be defined in such a manner as to comply with Fair Labor Standards Act ("FLSA") work period requirements.

The "workweek" for FLSA overtime purposes shall be established in such a manner that no consecutive seven (7) day (168 hours) period shall exceed forty (40) hours.

Management shall maintain the right to schedule employees' workdays, start and end times, establish FLSA "work weeks," and "flex days" on alternative schedules.

The City will consider requests from employees who may request a different work schedule than assigned due to a personal hardship (~~i.e.~~i.e., childcare, school schedule, elder care, personal medical condition, etc.).

Department Directors shall maintain authority to change an employee's schedule depending on the specific needs of their Department.

1. 5/40 Schedule

   The workweek for employees working a regular "5/40"~~,~~ Monday-~~–~~through-~~–~~Friday~~,~~ schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. A workday is a regular recurring period of eight (8) hours within a twenty-four (24) hour period.

   Employees may request to maintain a 5/40 schedule (~~i.e.~~i.e., Monday–Friday). The decision of the Department Director to grant or deny such a request is not subject to appeal or further review.

   The Department Director shall retain the right and sole discretion to maintain an employee on a 5/40 schedule if they determine such schedule necessary for customer service.

2. 9/80 Schedule

The "9/80" schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

- A week of four (4) workdays of nine (9) hours each and one (1) workday of eight (8) hours; and
- The subsequent week consists of four (4) workdays of nine (9) hours with one (1) day off.

For the "flex day," the day off should be the same day of the week as the eight (8) hour workday in the other week, usually a Friday or Monday. The "workweek" for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

3. 4/40 or 4/10 Schedule

The "4/40" (commonly referred to as "4/10") work schedule provides forty (40) scheduled hours in a seven (7) day period and the employee works a period of ten (10) hours within a twenty-four (24) hour period. The "4/10" work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis. Any such consideration is subject to a showing that such schedule positively impacts scheduling, overtime, and productivity. Implementation of any alternative schedule is subject to the approval of the Chief of Police and agreement by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue, or discontinue any such alternative schedule with or without cause and with or without notice.

4. 3/12 Schedule

The alternative "3/12" work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis.

The "3/12" schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

- A week of three (3) workdays of twelve (12) hours each and one (1) workday of eight (8) hours; and
- The subsequent week consists of three (3) workdays of twelve (12) hours with one (1) day off.

For the "flex day," the day off should be the same day of the week as the eight (8) hour workday in the other week. The "workweek" for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

Any such consideration is subject to a showing that such schedule positively impacts scheduling, overtime, and productivity. Implementation of any alternative schedule is subject to the approval of the Chief of Police and agreement by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue, or discontinue any such alternative schedule with or without cause and with or without notice.

Section 8.3 Duty Hours

Effective April 1, 2014, City Hall shall re-open Fridays as an eight (8) hour work-day, implement a 9/80 work schedule, and a forty (40) hour weekly work schedule will be restored. The actual hours for City Hall operations and off-site facilities are to be determined at the sole discretion of the Department Director as approved by the City Manager.

Each employee's duty hours will be scheduled at the sole discretion of the Department Director based on the needs of the Department.

Section 8.4 Overtime Defined

Work performed in excess of forty (40) hours during the regularly scheduled workweek shall be classified as overtime and is subject to Department Director approval.

Work performed during the workweek includes any time off in a paid status during the regularly scheduled workweek, such as vacation, sick leave, holiday, and compensatory time off.

Section 8.5 Payment for Overtime

Unless otherwise provided in this MOU, overtime worked shall be compensated one and one-half (1½) times the employee's base hourly rate.

Section 8.6 Compensatory Time

1. In lieu of cash payment, overtime worked may be compensated by compensatory time, as requested by the employee, in an amount not to exceed two hundred and forty (240) hours at any time.

2. Accumulated compensatory time in excess of forty (40) hours will be paid out in cash on the first payroll date following December 1st of each year.

3. The rate of conversion from overtime to compensatory time shall be at the appropriate rate [~~i.e.~~i.e., one and one-half (1½) time or double time (2x~~X~~)] for the overtime worked.

4. Accumulated compensatory time shall be compensated at the employee's regular rate of pay at the time of the cash-out.

Section 8.7 Overtime Distribution

It shall be the policy of the departments to which unit members are assigned to distribute overtime opportunities in a fair and equitable manner which allows for as broad a number of eligible employees as possible to receive the overtime opportunity. However, the supervisor authorizing overtime shall make the final assignment determination based upon the needs of the City, the availability of employees to work the overtime, and the ability of an employee to most efficiently meet those needs.

Section 8.8 Mandatory Rest Period

To minimize the safety concerns which may result from employees working extended shifts and/or hours, employees who actually work sixteen (16) or more hours during a twenty-four (24) consecutive hour period shall be provided a mandatory rest period of no less than eight (8) consecutive hours before being required to return to work. The mandatory rest period shall be calculated from the time of the employee's last hour actually worked.

Mandatory rest periods are unpaid unless the mandatory rest period overlaps with an employee's regularly scheduled work hours. When this occurs, the employee will be paid as though they worked those regularly scheduled hours. Those hours that overlap into the regular work schedule will be documented on the employee's timesheet as Paid Rest Period Leave.

Should an employee desire or need additional time off, in excess of the eight (8) consecutive rest period hours provided, the employee must use the department leave request process to request to use vacation, holiday, or compensatory time off.

ARTICLE 9 – VACATION

Section 9.1 Use of Vacation

All employees, including probationary employees, shall be authorized to utilize vacation time upon accrual.

The times during the calendar year at which an employee may take their vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the service needs of the City.

Section 9.2 Accrual

Commencing the first of the following month after initial appointment, each employee shall accrue vacation leave with pay each month in Vacation Bank II, based upon years of service with the City, for a maximum annual accrual as follows:

Years of Service	Annual Accrual
Up to five (5) years	80 hours
Six (6) years	88 hours
Seven (7) years	96 hours
Eight (8) years	104 hours
Nine (9) years	112 hours
Ten (10) years	120 hours
Eleven (11) years	128 hours
Twelve (12) years	136 hours
Thirteen (13) years	144 hours
Fourteen (14) years	152 hours
Fifteen (15) years	160 hours
Sixteen (16) years	168 hours
Seventeen (17) years	176 hours
Eighteen (18) years	184 hours
Nineteen (19) years	192 hours
Twenty (20) years	200 hours

Section 9.3 Maximum Accumulation

1. Vacation Bank I

   Vacation hours accumulated prior to September 30, 2012, were placed in Vacation Bank I.

2. Vacation Bank II

   The maximum vacation accumulation in Vacation Bank II shall be five~~four~~ hundred (500~~400~~) hours.

   The parties recognize personal circumstances and/or department staffing requirements may periodically impact the ability of an employee to utilize any or all of their annual vacation accrual. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accumulation. Approval to accrue in excess of the maximum accumulation cap requires a written request from the Department Director to the City Manager stating the employee will not be authorized to utilize vacation prior to reaching the maximum accumulation cap due to Department staffing requirements.

Section 9.4 Holidays during Vacation

In the event one (1) or more designated holidays fall within an annual vacation leave, said holidays shall not be charged as vacation leave.

Section 9.5 Cash-Out of Vacation

1. Optional Annual Vacation, Sick, and/or Holiday Time Cash-Out

A. ~~Effective through June 30, 2020, employees may annually elect, during the 2019/2020 fiscal year, to cash-out up to a total of one hundred and twenty (120) hours of accumulated but unused vacation and/or holiday time.~~

~~There is no limit to the number of requests for cash-out that an employee may make during the fiscal year, as long as the total number of time cashed-out does not exceed the one hundred and twenty (120) hours during that fiscal year.~~

~~The payments are made via payroll upon receipt and processing of the request.~~

In December of each calendar year~~Effective July 1, 2020 through December 31, 2020~~, employees may irrevocably elect to cash-out up to a combined total of one hundred and sixty~~twenty~~ (160~~120~~) hours of ~~accumulated but unused~~ vacation and/or holiday time to be accrued in the following calendar year that are both accrued and unused at the time of the cash out. The maximum holiday time cash out is forty (40) hours per year. Employees may also cash out up to twenty-five (25) hours of to be accrued sick leave under the same conditions and requirements as for vacation and holiday time cash outs.

~~There is no limit to the number of requests for cash-out that an employee may make during this time period, as long as the total number of time cashed-out does not exceed the one hundred and twenty (120) hours during that time period.~~

The payments are made via payroll upon receipt and processing of the request.

B. ~~Effective January 1, 2021 and continuing thereafter, e~~Employees may elect for distribution of cashed out vacation, sick, or holiday time once in December of the calendar year after the irrevocable election or up to two times per year; once for the first six month of the year (January to June), and once for the second six months (July to December). In order to cash out, employee must submit an irrevocable election form, by no later than December 15th of the preceding calendar year specifying the amount of hours of each kind of leave requested to cash out, and specifying how much shall occur in each of the two annual distributions.~~, to cash-out vacation, up to an amount which is equal to the number of hours each individual employee may accrue in the following calendar year.~~ The cash-out is only for hours to be accrued in the calendar year following submission of the irrevocable election form. Regardless of the number of leave hours elected, only those hours that were accrued in the calendar year after the irrevocable election that remain unused at the time of the distribution shall be cashed out.

The payment shall be made via payroll with the last paycheck distributed in June and~~in the following~~ December in the year after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

~~In the event an employee has less hours in their vacation bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their vacation bank at the time of the actual cash-out.~~

If an employee makes an irrevocable election to cash-out leave~~vacation~~ in the following calendar year and uses ~~vacation~~ leave during that subsequent calendar year, the ~~vacation~~ leave used may come from the~~vacation~~ leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused ~~vacation~~ leave accumulated from previous calendar years shall not result in a reduction in the amount of ~~vacation~~ leave hours the employee is eligible to cash-out.

C. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of that same calendar year.

E. If it is subsequently determined by the City, the IRS, a court of competent jurisdiction or another governing authority that the annual cash-out provisions in place prior to January 1, 2021, or substantially similar, will not trigger constructive receipt of income from accrued leave, SEIU may, at its sole option, compel the City to reopen negotiations in order to restore the previous leave cash-out provisions in place up to December 31, 2020, or something substantially similar.

F. Any cash-out of vacation shall not cause the employee's total amount of accumulated vacation in their vacation bank(s) to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

2. Separation from Service, Death or Retirement

Upon separation from service, death or retirement, all accumulated but unused vacation time in Vacation Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 10 – HOLIDAYS

Except as modified herein, holidays shall be governed by Section 7 – Holidays of Personnel Rule XI - Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 10.1 Designated Holidays

Municipal offices and the Library, with exception of the Delta Plant and the Police and Fire Department facilities, shall be closed on designated holidays in accordance with Section 10.3 - Observation of Holidays.

A designated holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. (MIDNIGHT) and ending at 11:59 P.M.

The following are the twelve (12) designated holidays:

New Year's Day January 1st	Independence Day 4th of July	Day after Thanksgiving 4th Friday in November
Martin Luther King, Jr. 3rd Monday in January	Labor Day 1st Monday in September	Christmas Eve December 24th
President's Day 3rd Monday in February	Veteran's Day November 11th	Christmas Day December 25th
Memorial Day Last Monday in May	Thanksgiving Day 4th Thursday in November	New Year's Eve December 31st

Section 10.2 Accrual

Holiday hours shall be accrued in Holiday Bank II at a rate of nine (9) hours per designated holiday, with the exception of designated holidays which land on a Saturday or Sunday which shall be at a rate of eight (8) hours. Holiday hours shall be credited to the employee's holiday bank during the pay period in which the designated holiday occurs.

An employee must be in a paid status on both the ~~work day~~workday prior to, and the work-day following the designated holiday, in order to receive credit for the holiday. An employee on vacation, sick, compensatory time off, or other paid leave of absence is considered to be in a paid status and therefore, would receive credit for the designated holiday.

Section 10.3 Observation of Holidays

Designated holidays falling on a Monday through Friday shall be observed by the City on the actual date of the designated holiday.

Designated holidays falling on a Saturday shall be observed by the City on the Friday preceding the holiday.

Designated holidays falling on a Sunday shall be observed by the City on the Monday following the holiday.

Since all observed holidays are nine (9) hours in duration, an employee who is scheduled to work a regular shift in excess of nine (9) hours on an observed holiday will need to use accrued vacation, compensatory time, or holiday leave to account for their full shift on the observed holiday off.

Section 10.4 Maximum Accumulation

1. Holiday Bank I

   Holiday hours accumulated prior to October 1, 2011, were placed in Holiday Bank I.

2. Holiday Bank II

   Holiday hours may be accrued in Holiday Bank II to a maximum accumulation of one hundred and twenty (120)~~eighty (80)~~ hours.

   Excluding approved exceptional circumstances, once reaching the maximum accumulation, no additional holiday hours shall be accrued until such time as the use or cash-out of such holiday hours reduces the bank balance below one hundred and twenty (120)~~eighty (80)~~ hours.

   In exceptional circumstances, an employee may request approval to exceed the maximum holiday accumulation. In no case shall an employee's request to accrue holiday in excess of the maximum accumulation cap be granted if the employee has not, within the same fiscal or calendar year (as applicable), taken advantage of the cash-out provision in this article. Any approval to accrue in excess of the maximum accumulation cap requires a written request, from the Department Director to the City Manager, stating the employee will not be authorized to utilize accrued holiday time prior to reaching the maximum accumulation cap because of department staffing requirements.

Section 10.5 Floating Holiday

All eligible employees shall receive one (1) floating holiday credited to Holiday Bank II each calendar year. Each eligible employee shall be credited with the nine (9) hours of floating holiday upon hire and the first pay period in January of each year thereafter.

Effective July 11, 1998, employees in the classifications of Communications Supervisor, Communications Dispatcher, Police Records Supervisor, Police Clerk, and Jailer are not eligible to receive the floating holiday.

Section 10.6 Use of Holiday Banks

Hours may be deducted from the employee's Holiday Bank I or II to cover an absence due to an observed holiday or for other paid time off.

Section 10.7 Working on a Holiday

In addition to the holiday hours accrued in accordance with Section 10.2 - Accrual, an employee who works on a designated holiday is entitled to the following compensation:

1. Working a Regular Shift

   An employee, who is regularly scheduled to work on a designated holiday and actually works their regular shift on a designated holiday, shall be compensated at one and one-half (1½) times for each regular hour worked on the designated holiday.

2. Working Overtime

Except as otherwise provided in this MOU for callbacks in Section 22.14 - Call Back, an employee who works overtime on a designated holiday shall be compensated at one and one-half (1½) times for each hour worked on the designated holiday.

Section 10.8 Cash-Out of Holiday Banks

1. Optional Annual Cash-Out

See Section 9.5 for procedures to cash out holiday time.

~~A. Effective through June 30, 2020, employees may annually elect, during the 2019/2020 fiscal year, to cash-out up to a total of one hundred and twenty (120) hours of accumulated but unused holiday and/or vacation time.~~

~~There is no limit to the number of requests for cash-out that an employee may make during the fiscal year, as long as the total number of time cashed-out does not exceed the one hundred and twenty (120) hours during that fiscal year.~~

~~The payments are made via payroll upon receipt and processing of the request.~~

~~B. Effective July 1, 2020 through December 31, 2020, employees may elect to cash-out up to a total of one hundred and twenty (120) hours of accumulated but unused vacation and/or holiday time.~~

~~There is no limit to the number of requests for cash-out that an employee may make during this time period, as long as the total number of time cashed-out does not exceed the one hundred and twenty (120) hours during that time period.~~

~~The payments are made via payroll upon receipt and processing of the request.~~

~~C. Effective January 1, 2021 and continuing thereafter, employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, to cash-out up to a total of forty (40) hours of accumulated but unused holiday time at the end of the following calendar year. The cash-out is for hours to be accrued in the calendar year following submission of the irrevocable election form.~~

~~The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.~~

~~Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.~~

~~In the event an employee has less hours in their holiday bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be~~

~~paid for up to the amount remaining in their holiday bank at the time of the actual cash-out.~~

~~If an employee makes an irrevocable election to cash-out holiday in the following calendar year and uses holiday leave during that subsequent calendar year, the holiday leave used may come from holiday leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused holiday leave accumulated from previous calendar years shall not result in a reduction in the amount of holiday leave hours the employee is eligible to cash-out.~~

~~D. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.~~

~~For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:~~

- ~~Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or~~
- ~~Loss or extensive damage to the employee's property due to casualty; or~~
- ~~Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.~~

~~Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.~~

~~The payment shall be made with the last paycheck in December of that same calendar year.~~

~~If it is subsequently determined by the City, the IRS, a court of competent jurisdiction or another governing authority that the annual cash-out provisions in place prior to January 1, 2021, or substantially similar, will not trigger constructive receipt of income from accrued leave, SEIU may, at its sole option, compel the City to reopen negotiations in order to restore the previous leave cash-out provisions in place up to December 31, 2020, or something substantially similar.~~

~~F. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.~~

2. Separation from Service, Death or Retirement

   Upon separation from service, death or retirement, all accumulated but unused holiday time in Holiday Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

   All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 11 – SICK LEAVE

Except as modified herein, sick leave shall be governed by Section 2 – Sick Leave of Personnel Rule XI – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 11.1 Use of Sick Leave

Sick leave shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in the case of necessity due to illness, injury, preventative health care, or as required by applicable law.

An employee may use accumulated sick leave for absences due to personal sick leave use or to attend to a qualified family member.

A qualified family member, for the purpose of sick leave, shall include: spouse, domestic partner, parent (including step, in-law and grand), child (including step, foster, adopted, grand, or employee standing in *loco parentis*), sibling (including step and in-law) and any other person as defined by law.

Should the need to attend to a qualified family member exceed six (6) working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA).

Section 11.2 Accrual

Sick leave shall be accrued in Sick Leave Bank B at the rate of ninety-six (96) hours per year, which is eight (8) hours for each full month of service.

Section 11.3 Maximum Accumulation

Except as otherwise provided, there shall be no limitation on the number of sick leave hours which an employee may accumulate during their tenure of employment for the purpose of conversion to retirement service credit.

1. Sick Leave Bank A

   Sick leave hours which were accrued prior to October 1, 2011, were placed in Sick Leave Bank A.

2. Sick Leave Bank B

   Sick leave hours accrued on or after October 1, 2011, shall be capped at a maximum accumulation of eight hundred (800) hours and placed in Sick Leave Bank B.

Section 11.4 Notification Requirements

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, prior to or within two (2) hours after, the time set for the beginning of their work shift or as specified by the department head. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

Section 11.5 Medical Certification

A supervisor may require an employee to submit a certificate from a health care provider or other satisfactory verification of illness after three (3) consecutive days of absence for illness. Following three (3) consecutive days of absence, a supervisor may require the employee to submit a health care provider's certificate indicating they are capable of returning to duty. In no case~~,~~ shall such certifications be required to disclose the specific nature of the illness or any personal medical information on the employee. The intent of the certification is only to confirm the employee's absence due to actual illness and/or that the employee is capable of performing their job duties.

The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform their job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City. Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

Section 11.6 Sick Leave Reimbursement

A. Sick Leave Bank A

~~Optional Annual Cash-Out~~

~~Employees may annually elect, during each fiscal year, to cash out up to twenty-five (25) hours of accumulated but unused sick leave in Sick Leave Bank A. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.~~

1. Retirement

Upon retirement, the City will cash out the employee's accumulated sick leave in Sick Leave Bank A according to the following schedule:

Years of Service	% of Cash-Out
Up to five (5) years	No cash-out (0%)
Six (6) – ten (10) years	Fifty percent (50%)
Eleven (11) – Fifteen (15) years	Seventy-five percent (75%)
Sixteen (16) – Nineteen (19) years	Ninety percent (90%)
Twenty (20) years or more	One hundred percent (100%)

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

B. Sick Leave Bank B

1. Retirement

An employee who retires with ten (10) years or more of city service beginning from October 1, 2011, shall be eligible to cash out accumulated sick leave in Sick Leave Bank B at the rate of ten (10) hours for each one (1) full year, or twelve (12) months, of city service.

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

2. Optional Annual Cash-Out

Sick leave cash-out can be made only from hours in Sick Leave Bank B that were accrued in the calendar year of the cash-out and remain unused at the time of the cash out. See Section 9.5 for procedures to cash out sick time.

C. Conversion of Sick Leave to Retirement Service Credit

The City contracts with the California Public Employee's Retirement System (CalPERS) for the optional benefit of *Credit for Unused Sick Leave* (Government Code §20965). Any amount of accumulated, but unused sick leave not taken as cash payment will be reported to CalPERS for calculation as additional service credit upon retirement.

D. Death Prior to Retirement

Upon the death of an employee prior to retirement, the City will pay the employee's designated beneficiary for the employee's accumulated sick leave in an amount consistent with the provisions of this section.

E. Rate of Payment for Cash-Out

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

Section 11.7 Catastrophic Leave Bank

Effective July 1, 2005, all regular employees will be automatically enrolled in the Catastrophic Leave Bank (CLB), as described in Administrative Policy Number 30-10 – Catastrophic Illness or Injury Leave Bank. Probationary employees are not eligible for participation in the CLB program, but will be enrolled upon completion of probation.

Effective January 1, 2018, the City will suspend further unit employee contributions to the CLB. Unit employees shall remain eligible for participation in the CLB; however, use of the CLB by unit employees will be capped at nine thousand five hundred (9,500) hours. In the event the CLB, which shall remain open for use by all eligible city employees in other bargaining units, falls below five thousand (5,000) hours or usage by unit employees exceeds nine thousand (9,000) hours, the parties agree to meet and consult to discuss the need, rate/amount, and effective date of restoring unit employee contributions to the CLB. Any such restoration of unit employee contributions shall not exceed eight (8) hours of sick leave annually per unit employee.

ARTICLE 12 – BEREAVEMENT LEAVE

Each employee may be granted bereavement leave, at the discretion of the employee's Department Director, of up to five (5)~~three (3)~~ working days per incident whenever death occurs to a member of the employee's immediate family~~.~~, of which four (4) working days shall be paid for by the Employer. Should the employee require a fifth working day off, the employee shall be able to use sick or vacation time or shall be able to take an unpaid day.

If travel beyond a distance of three hundred (300) miles from the employee's residence is necessary, bereavement leave may be extended to a total of five (5) paid working days per incident.

Bereavement leave will be paid by the City from a separate paid leave account and shall not be charged to any of the employee's personal leave banks.

Immediate family, for the purpose of bereavement leave, shall include: spouse, domestic partner, parent (including in-law and grand), child (including biological, step, foster, adopted, grand, or employee standing in *loco parentis*), and sibling (including in-law) of the employee.

ARTICLE 13 – MILITARY LEAVE

A military leave of absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in the California Military and Veteran's Code §395 *et seq*.

An employee who is granted military leave while serving a probationary period must complete the remainder of the probationary period upon their reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 14 – COURT APPEARANCES

Section 14.1 Jury Duty

Except as modified herein, jury duty shall be governed by Section 1 – Jury Leave of Personnel Rule XI - Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

An employee who is required to serve as a juror or participate in the jury selection process, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities.

Compensation shall extend beyond ten (10) days only upon submission of a certified court document showing trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

The employee shall receive their regular salary while on such paid jury duty leave. The employee is required to remit any payments or fees, excluding mileage reimbursement or fees paid for service during the employee's non-working hours, received as a juror or witness to the City.

The employee shall advise the Department Director or designee upon their first ~~work day~~workday after receiving the jury duty summons to appear for the initial examination as a prospective juror or subsequently to serve as a juror.

The hours an employee is required to be present at court for jury duty should be equivalent to the number of hours required for their regularly assigned shift.

> *For example, if an employee regularly works 8:00 A.M. to 5:00 P.M. Wednesday through Sunday and the Court requires them to be present from 8:45 A.M. to 4:30 P.M., the employee is not expected to report to work either prior to or*

following jury duty service on that day, as the hours are basically equivalent, particularly when taking commute time into consideration. An employee so scheduled would be required to work their regular shift Saturday and Sunday, assuming court was not in session on those days.

If the jury duty hours are not equivalent, the employee would be expected to report for duty before and/or after their scheduled shift depending upon commuting factors.

For example, if an employee, working an 8:00 A.M. to 5:00 P.M. Wednesday through Sunday schedule is required to report to court at 10:00 A.M., then the employee would be expected to report for duty at 8:00 A.M.

In cases where an employee works afternoon or evening hours, such as 12:00 P.M. to 8:30 P.M., the employee may be required to report to work following their jury duty service if the hours spent on jury duty are not equivalent to their regular work shift. The hours the employee would be required to work would not exceed the number of hours required to fulfill a normally scheduled shift.

In determining the number of hours an employee spends on jury duty, actual hours present at court plus commute time should be considered.

An employee's supervisor may require periodic communication in order to determine the employee's status. Documentation may also be required from the employee regarding court report and release time.

At the manager's discretion, an employee may be allowed to utilize accumulated time (compensatory time off, vacation, or holiday) in lieu of reporting to work to complete their hours if, in the manager's opinion, that decision is more reasonable than requiring the employee to report to work.

Section 14.2 Personal Court Appearances

An employee who is subpoenaed or required to appear for a personal court matter shall be required to utilize accumulated time to cover their absence.

The employee shall advise the Department Director or designee upon their first working day after receiving a court order, or having knowledge of, the required court appearance.

Section 14.3 Court Time on Behalf of the City

Any employee who is subpoenaed or required to appear as a witness in a case involving the City, its personnel, and/or property, shall be entitled to their regular pay for those hours of absence for court time falling on a regular work shift.

If the employee is subpoenaed or required to appear on a day off, they shall be compensated at the appropriate overtime rate.

The employee shall advise the Department Director or designee upon their first ~~work day~~workday after receiving a court order~~,~~ or having knowledge of~~,~~ the required court appearance.

ARTICLE 15 – LEAVE OF ABSENCE

Except as modified herein, such leave of absence shall be governed by Section 4 – Leave of Absence of Personnel Rule Xl – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 15.1 Length and Approval of Unpaid Leave of Absence

All requests for approval of leave without pay shall be initiated by the employee in writing. Subject to concurrence from the Director of Human Resources/Risk Management, the Department Director may grant an employee leave of absence without pay for a period not to exceed ten (10) working days. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

Section 15.2 Use of Accumulated Leave

No unpaid leave of absence shall be effective except upon written request of the employee following exhaustion by the employee of all accumulated paid leave banks, (except sick leave as provided below), including but not limited to vacation, holiday, and compensatory time off.

If the unpaid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking an unpaid leave of absence pursuant to the Family Medical Leave Act or the California Family Rights Act ("FMLA/CFRA") are not required to use accumulated compensatory time earned in lieu of overtime. Additionally, any such employee on an unpaid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said regulatory leave only if the leave is for the employee's own serious health condition.

Section 15.3 Maximum Unpaid Leave of Absence Allowed

Except as otherwise provided for under the City's FMLA/CFRA policy, the City Council may authorize a regular employee to utilize a leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City.

> *For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.*

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

Section 15.4 Accruals during Unpaid Leave of Absence

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

Section 15.5 Maintenance of Insurance Benefits

When an employee maintains employment status~~,~~ but is in a non-paid leave of absence for a period greater than thirty (30) days, the City shall make no premium or other contributions necessary to maintain any health insurance coverage for which an employee would otherwise be eligible. If an employee desires to maintain such health insurance benefits, the employee shall be required to deposit all insurance premium payments with the Director of Management Services on the date the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 16 – INDUSTRIAL INJURY AND ILLNESS LEAVE

All ~~full time~~full-time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed one hundred and twenty (120) calendar days that occur within a thirty-six (36) month period.

Employees on Injury on Duty ("IOD") or Temporarily Totally Disabled ("TTD") status in excess of two (2) weeks will be considered to be on a regular Monday through Friday forty (40) hour work schedule. Upon return to work, the employee will be returned to their regular schedule.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or compensatory time off. While TTD, the employee shall be entitled to use only as much other paid leave benefits (~~i.e.~~i.e., sick, vacation, compensatory time off, etc.) as needed, which when added to the temporary disability payments, provide for a normal full day's wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code §4650 *et. seq*., the City shall be authorized to make application for said employees disability retirement in those instances where the employee is either permanent, stationary, and incapacitated for the performance of their duties, or in the alternative, where there is not a reasonable medical certainty the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of their position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame an employee is on full paid leave, the employee shall continue to accrue all fringe benefits.

The granting of industrial injury and illness leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 17 – HEALTH BENEFITS

Section 17.1 Medical Insurance

1. City Sponsored Medical Insurance

   Effective January 1, 2016, employees may receive medical insurance coverage through CalPERS under the Public Employees Medical and Hospital Care Act ("PEMHCA").

   PEMHCA requires the City to make a monthly Minimum Employer Contribution ("MEC") toward medical insurance on behalf of each eligible employee. The MEC is adjusted annually and is solely determined by CalPERS. The MEC is one hundred and fifty-one~~thirty-six~~ dollars ($151.00~~136.00~~) for 2023~~2019~~.

   Employees may select a medical insurance plan of their choice (~~i.e.~~i.e., single party, dual party or family coverage) from any of the plans available through CalPERS.

2. Cafeteria Plan

   The City agrees to maintain and contribute to a cafeteria plan, in accordance with IRC Section 125, to provide for the pre-tax deduction of health benefit premiums. Employees may use the City's contribution for eligible expenses of Optional Benefit Coverages listed in Schedule A of the City's Section 125 Plan, as amended and restated effective January 1, 2016. Specific details of this cafeteria plan are contained in a plan document which is available for review through the City's Human Resources Department; however, Schedule A from the plan document has been attached to this MOU as Appendix B for ease of reference.

   A. City Contribution

      The City shall contribute the following amount each month, which includes the MEC, on behalf of each employee:

      - ~~Effective July 1, 2018, the City shall contribute one thousand two hundred and fifty dollars ($1,250.00).~~
      - ~~Effective January 1, 2020, the City shall contribute one thousand three hundred dollars ($1,300.00).~~

- ~~Effective January 1, 2021, the City shall contribute one thousand three hundred and fifty dollars ($1,350.00).~~

- ~~Effective January 1, 2022, the City shall contribute one thousand four hundred dollars ($1,400.00)~~

- Effective January 1, 2023, the City shall contribute one thousand four hundred and fifty dollars ($1,450.00).

- Effective December 1, 2023, the City shall contribute one thousand four hundred and seventy-five dollars ($1,475.00).

B. Excess Premiums

The employee shall be required to pay the cost of medical insurance premiums, for their selected plans, which exceeds the amount of the City's monthly contribution.

C. Excess Contribution

Should the cost of the monthly medical insurance premium selected by the employee be lower than the amount of the City's monthly contribution, the employee may use the excess funds to pay excess premiums for city sponsored dental and/or vision plans.

3. Medical Waiver Option

The City shall provide a payment of three hundred dollars ($300.00) per month to each employee who waives city sponsored medical coverage and participation in the cafeteria plan.

The employee must provide proof of enrollment in another group health insurance plan which provides minimum essential coverage. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must sign an attestation that the employee and each member of the employee's tax family has or will have such minimum essential coverage for the opt-out period. An employee must provide such attestation upon hire, during open enrollment each plan year, or by no later than thirty (30) calendar days after the start of each new plan year.

Section 17.2 Dental Insurance

1. City Sponsored Dental Insurance

Employees may select a dental insurance plan of their choice (~~i.e.~~i.e., single party, dual-party, or family coverage) from any of the city sponsored dental plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

- ~~Effective January 1, 2018, the City shall contribute up to a maximum of ninety dollars ($90.00).~~
-

~~Effective January 1, 2020, t~~The City shall contribute up to a maximum of one hundred dollars ($100.00).

3. Excess Premiums

The employee shall be required to pay the cost of dental insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

Should the cost of the monthly dental insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

Section 17.3 Vision Insurance

1. City Sponsored Vision Insurance

The City shall provide a vision plan which includes the following components:

- An examination every twelve (12) months.
- Frame and lenses every twelve (12) months.
- Deductibles shall be ten dollars ($10.00) for examinations and twenty dollars ($20.00) for frame and lenses.

Employees may select a vision insurance plan of their choice (~~i.e.~~i.e., single party, dual-party, or family coverage) from any of the city sponsored vision plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

- Effective January 1, 2018, the City shall contribute thirty dollars ($30.00).

3. Excess Premiums

   The employee shall be required to pay the cost of vision insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

   Should the cost of the monthly vision insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

Section 17.4 Disability Insurance

The City shall continue to provide each employee with long-term disability ("LTD") insurance, as was in effect on January 1, 2007. The City shall pay the full cost of the LTD plan on behalf of each employee.

Section 17.5 Life Insurance

The City shall provide each employee with a term life insurance policy in the amount of one hundred thousand dollars ($100,000).

The City shall provide a program which allows for the purchase of supplemental life insurance, in increments of ten thousand dollars ($10,000), of up to the lesser of three hundred thousand dollars ($300,000) or three (3) times the employee's gross annual salary.

Any premium costs for additional life insurance shall be paid by the employee.

Section 17.6 Employee Assistance Program

The City agrees to continue the Employee Assistance Program ("EAP"). The Union recognizes the City has the sole right to determine the scope of the plan, the plan carrier/delivery organization, the funding of the plan, eligibility for the plan, voluntary employee contributions toward the plan, and the duration of the plan. The City agrees to meet and consult with the Union prior to implementing any change in the current EAP.

ARTICLE 18 – EDUCATION REIMBURSEMENT

Section 18.1 Reimbursement Limits

Effective July 1**,** 2017**,** reimbursement for education expenses shall be limited to a maximum of three thousand five hundred dollars ($3,500) annually per employee for eligible expenses as defined within this Article.

Section 18.2 Eligible Expenses

College courses must be taken at an accredited college or university. Reimbursement may be provided for the cost of tuition, up to the maximum annual allowance.

An employee will be reimbursed for books required for their course(s) only, as follows:

- Up to seventy-five dollars ($75.00) for books each semester or equivalent if enrolled in six (6) or less units
- Up to two hundred dollars ($200.00) for books each semester or equivalent if enrolled in seven (7) or more units.

All requests for reimbursement shall be accompanied by valid receipts.

Section 18.3 Approval Process

An employee must have completed their initial probationary period to be eligible for reimbursement under this article.

Reimbursement for eligible education expenses is subject to written approval by both the Department Director and Director of Human Resources/Risk Management prior to course enrollment.

In rendering approval, the City shall consider whether or not the course(s) for which reimbursement is being sought meet the following criteria:

- Related to the employee's existing principal duties at the time of the request; or
- May lead to enhancing promotional opportunities
- Availability of funds for reimbursement purposes

Section 18.4 Appeal Process

Denial of reimbursement is not subject to any administrative or judicial appeal procedure. The decision of the Department Director and Director of Human Resources/Risk Management shall be final.

Section 18.5 Repayment Upon Resignation

An employee who resigns from their employment with the City shall repay the City for any reimbursement received in the twelve (12) month period immediately preceding their date of resignation.

ARTICLE 19 – RETIREMENT BENEFITS

Section 19.1 Retirement Plans

Retirement benefits will be provided through the California Public Employees' Retirement System (CalPERS).

Defined benefit miscellaneous retirement plans through CalPERS are based on the employee's date of hire with the City and/or member status with CalPERS as determined by the Public Employee's Pension Reform Act of 2013 ("PEPRA").

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

1. TIER I – Hired prior to January 1, 2013, and "Classic Members"

   Employees hired prior to January 1, 2013, or who are "classic members" of CalPERS.

   The retirement formula is 2.7% @ 55 years of age.

   Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months (Government Code §20042).

   Employees in Tier I shall contribute eight percent (8%) of compensation towards the employee's cost. The City shall pay all remaining costs, including but not limited to the full employer's cost and any unfunded liability.

2. TIER II – Hired on or after January 1, 2013, and "New Members"

   Employees hired on or after January 1, 2013, and who are "new members" of CalPERS.

   The retirement formula is 2% @ 62 years of age.

   Final compensation is calculated as the average of the three (3) highest consecutive years of pensionable compensation.

   Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs, as determined by CalPERS each year. The City shall also pay fifty percent (50%) of the normal costs and any other costs required by CalPERS.

Section 19.2 CalPERS Optional Benefits

The City's contract with CalPERS includes the following enhanced optional benefit provisions:

1. Fourth Level of 1959 Survivor's Benefit

   Effective October 7, 2000, the City amended its contract with CalPERS to provide the *Fourth Level of 1959 Survivor's Benefit* (Government Code §21574). Any cost increase

designated as constituting "employee" costs for this benefit shall be borne by the employee.

2. Credit for Unused Sick Leave

   Using the *Credit for Unused Sick Leave* (Government Code §20965) upon retirement, an employee may convert accumulated sick leave to additional service credit.

3. Military Service Credit as Public Service

   An employee with qualifying military service may purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code §21024).

4. Annual Cost-of-Living Allowance

   The minimum *Annual Cost-of-Living Allowance Increase* (Government Code §21329) of up to two percent (2%) each year during retirement.

3. Pre-Retirement Death Benefit

   This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a *Pre-Retirement Option 2W Death Benefit* (Government Code §21548) in lieu of the lump sum Basic Death Benefit.

Section 19.3 Deferred Compensation Plan

A deferred compensation plan will be made available to all employees. Employees may make voluntary contributions, up to the legal limits, to such plan.

~~Effective January 1, 2018, the City shall provide matching contributions, at the rate of dollar-for-dollar, up to a maximum of twenty-five dollars ($25.00) per pay period on behalf of each employee participating in a deferred compensation plan.~~

~~Effective January 1, 2020, the City's matching contribution shall increase to a maximum of forty dollars ($40.00) per pay period.~~

~~Effective January 1, 2021, t~~The City~~'s~~ shall provide matching contributions, at the rate of dollar-for-dollar, up to ~~shall increase to~~ a maximum of fifty dollars ($50.00) per pay period**.**

Section 19.4 Retiree Health Benefits

Employees must have a minimum of five (5) years of City service, retire from City service, and enroll in a city sponsored medical insurance plan to receive retiree health benefits.

City sponsored retiree medical insurance plans are provided by CalPERS under PEMHCA and the retiree may choose any available plan for themselves plus all eligible dependents. Retirees may use up to the full contribution amount provided by the City in this article to purchase a city

sponsored medical insurance plan; however, the retiree shall be responsible for the payment of any premium costs which exceed the City's total contribution (MEC and/or HRA contributions).

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program. If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

There are different tiers of retiree health benefits available based upon the employee's initial date of hire with the City and vesting requirements, as follows:

1. TIER A – Hired prior to January 1, 2016, with less than Twenty Years of Service

   For employees hired prior to January 1, 2016, with less than twenty (20) years of City service upon retirement, the City agrees to contribute up to three hundred and forty dollars ($340.00) per month on behalf of each retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account ("HRA") on behalf of the retiree.

   In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds three hundred and forty dollars ($340.00), the City agrees to increase their total contribution to the amount of such single party premium.

2. TIER B – Hired prior to January 1, 2016, with Twenty Years or More of Service

   For employees hired prior to January 1, 2016, with twenty (20) years or more of City service upon retirement, the City agrees to contribute four hundred and twenty dollars ($420.00) per month on behalf of each eligible retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account ("HRA") on behalf of the retiree.

   In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds four hundred and twenty dollars ($420.00), the City agrees to increase their total contribution to the amount of such single party premium.

3. TIER C – Hired on or after January 1, 2016

   Employees hired into City service on or after January 1, 2016, will be eligible to purchase a medical insurance plan of their choice from those available through CalPERS. The City shall contribute a monthly amount, equal to the most current MEC required under PEMHCA, on behalf of each eligible retiree.

ARTICLE 20 – SALARIES

Section 20.1 Salary Increases

The salary ranges for each classification shall also reflect the following across-the-board salary increases:

1. The City shall provide a cost-of-living adjustment of 6.3% to all represented employees except those listed below, retroactive to July 8, 2023.

   In lieu of the cost-of-living adjustment for 2023 described above the City shall provide equity adjustments for the following classifications in the specified percentages retroactive to July 8, 2023:

   - Cross Connection Control Inspector – 14.5%
   - Janitor – 22.4%
   - Management Analyst – 18%
   - Police Records Management Technician – 14.6%
   - Senior Management Analyst – 20%

2. Effective the first full pay period after July 1, 2024, the City shall provide a cost-of-living adjustment of 4.5% to all employees.

~~1. Fiscal Year 2019/2020~~

~~2. Effective the first full pay period following January 1, 2020, the City shall provide a salary increase of one percent (1.0%) to all employees.~~

~~3. Fiscal Year 2020/2021~~
~~4. Effective the first full pay period following July 1, 2020, the City shall provide a salary increase of one percent (1.0%) to all employees.~~
~~5.~~
~~6. Fiscal Year 2021/2022~~
~~7.~~
~~Effective the first full pay period following July 1, 2021, the City shall provide a salary increase of one and one-half percent (1.5%) to all employees.~~

~~8. Fiscal Year 2022/2023~~
~~9.~~
~~Effective the first full pay period following July 1, 2022, the City shall provide a salary increase of one percent (1.0%) to all employees.~~

~~Effective the first full pay period following January 1, 2023, the City shall provide a salary increase of two percent (2.0%) to all employees.~~

Section 20.2 Salary Ranges

Salary ranges for each classification are reflected in Appendix A. Each salary range consists of ten (10) salary steps.

Section 20.3 Salary Steps

There shall be approximately a two and one-half percent (2.5%) increase between each step of Steps 1 through 9 and approximately a five percent (5.0%) increase between Steps 9 and 10.

Section 20.4 Salary Advancement

Except as modified herein, step increases and performance ratings shall be governed by Municipal Code Section 2.36.050 – Step Increase and Municipal Code Section 2.36.060 – Performance Rating System for Employees, as well as Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report and Administrative Policy Number 30-41 – 10-Step Merit Program as revised on November 7, 2016.

Advancement within the ten (10) step salary range shall be upon a ~~merit based~~merit-based system as follows:

1. Advancement Intervals

   Municipal Code Section 2.36.050 (6) – Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Municipal Code Section 2.36.060 – Performance Rating System for Employees shall be rated once each calendar month thereafter. The receipt by any employee of three (3) consecutive unsatisfactory performance ratings shall be grounds for disciplinary action, up to and including dismissal.

   Advancement between salary steps may occur at intervals of no less than one (1) year. No multiple step increases may be granted within a twelve (12) month period.

2. Salary Placement for New Appointments

   No newly appointed person shall be hired at Step 6 without prior approval of the City Manager. No newly appointed person shall be hired above Step 6 without prior approval of the City Council. Under no circumstances shall any newly appointed employee be hired at Step 10.

3. Special Provision for Communications Dispatchers

   Probationary Communications Dispatcher Trainees serving an eighteen (18) month probationary period may advance as follows:

- One (1) step upon achieving a "meets job standards" evaluation at the completion of six (6) months of service; and

- One (1) additional step upon achieving a "meets job standards" evaluation at the completion of twelve (12) months of service.

Should a Probationary Communications Dispatcher successfully complete training and be certified by the Chief of Police as qualified for advancement to Communications Dispatcher prior to the completion of their initial eighteen (18) month probationary period, they will be so advanced at the appropriate step of the Communications Dispatcher range and will complete the remainder of their probationary period in that classification. Future merit adjustments will be due annually based upon the employee's anniversary date of appointment to the Communications Dispatcher range.

4. Performance Evaluation Requirements

   Recommendations for a step increase or denial of a step increase must be accompanied by a performance evaluation to substantiate performance. Performance evaluations for consideration of merit adjustments shall be due annually based upon the employee's anniversary date of appointment to their current classification. An employee on a leave of absence (paid or unpaid) for more than thirty (30) ~~work days~~workdays in a rating period shall have their annual review date adjusted accordingly.

5. Effective Date of Merit Increase

   Any recommended merit increase will be effective the first of the pay period immediately following the employee's anniversary or annual review date.

6. Advancement up to Step Nine

   Advancement from Step 1 through Step 9 will be contingent upon receiving an overall performance rating of "meets job standards" or higher on the performance evaluation.

7. Advancement to Step Ten

   Advancement to Step 10 is conditional and based on the employee achieving an overall performance rating of "meets job standards" or higher on the annual performance evaluation.

   An employee will not be eligible for advancement to Step 10 if they received a "below acceptable job standards" rating on any performance factor within the performance evaluation and/or received any formal disciplinary action during the same appraisal period.

   ~~Sustained placement at Step 10 of the salary range is not guaranteed, but must be earned on an annual basis. Failure to achieve a "meets job standards" overall rating in any succeeding year will result in the employee's salary being returned to Step 9 of their salary range.~~

~~**Section 20.5 Lump Sum Payment**~~

~~Effective the first full pay period following City Council approval of this MOU, the City shall provide a single lump sum payment, which is equal to two percent (2.0%) of annual base salary, to each employee.~~

ARTICLE 21 – UNIFORMS AND EQUIPMENT

Section 21.1 Uniform Allowance

Except as otherwise provided in this MOU, regular employees who are required to wear uniforms and who received an initial full clothing allowance shall receive a uniform allowance credit of four~~three~~ hundred and fifty dollars ($450~~300~~) per fiscal year.

Due to the nature of their job duties, an employee assigned to animal control shall receive an additional four hundred and twenty-five dollars ($425), for a total of eight~~seven~~ hundred and seventy~~twenty~~-five dollars ($875~~725~~), per fiscal year.

The City shall maintain a credit account program in said amount, with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance.

1. The uniform allowance shall be used to purchase standard clothing items which include the following:

   a. Police Civilian Personnel

      Shirts, undershirts, pants, skirts, sweater, field jacket, belts, patches, shoes and other required non-safety clothing or equipment as per the department's uniform policy and as approved by the City Manager.

   b. Communications Dispatcher and Police Clerk

      The initial full clothing allowance, as described for police civilian personnel above, will be provided to the employee following successful completion of their initial training period as determined by the Chief of Police. Prior to the initial issuance of a uniform, these police civilian personnel may elect to obtain uniform items from existing stock maintained by the department, if any, or may elect to report in appropriate civilian attire.

   c. Public Works and Parks Personnel

      Collared work shirts, undershirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department's uniform policy and approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.

   d. Fire Prevention Bureau Personnel

      Shirts, undershirts, pants, skirts, jacket, sweater, shoes, and belt.

e. Animal Control

Shirts, undershirts, pants, jacket, shoes, belts, patches, and other required clothing or equipment as per the department's uniform policy.

f. Recreation & Community Services

Shirt, pants, belt, jackets, and shoes, or other items as per the department's uniform policy.

Section 21.2 Uniform Services

In lieu of receiving a uniform allowance, personnel assigned to the Auto Shop and Water Division shall have any required uniforms provided and maintained through a uniform service vendor. Selection of the uniform service vendor and uniform articles shall be at the sole discretion of the City.

Section 21.3 Mandatory Wear

Employees who are required to wear uniforms or who are provided with a uniform allowance or are required to wear safety gear or equipment must wear them while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

Section 21.4 Probationary Employees

A probationary employee assigned to the Public Works, Parks, Fire or Police Department, who is required to wear a uniform, will be provided with the initial full clothing issue upon hire. The initial issue for Public Wworks and Parks personnel is five (5) uniforms and one (1) jacket. The initial issue for non-sworn Police and Fire personnel is three (3) uniforms. Probationary employees are not otherwise eligible for a uniform allowance.

Section 21.5 Uniform Replacement

An employee who damages or destroys their uniform while performing City services shall be reimbursed for the replacement cost of the uniform. This provision shall not be applicable to normal wear and tear on the uniform, nor shall it be applicable to items of a personal nature (i.e.i.e., non-uniform clothing, jewelry, wallets, watch, eyeglasses, etc.). An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.

Section 21.6 Separation from Service

An employee terminating from City service will retain uniform items. However, the City identification patches shall be removed by the employee and turned in to the appropriate Department Director or Division Manager/Supervisor.

If the employee separates service from the City during their one (1) year probationary period, the employee shall return all City issued uniform items to the City.

Section 21.7 Optional Hats

Hats are not a required item of the uniform, except where the division or department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin or wide brimmed (~~i.e.~~i.e., straw~~ ~~-banded outback~~ ~~-style) hat of a color to blend with their uniform. Any dispute as to the appropriateness of an employee's hat selection will be submitted to the Department Director for their determination and such determination shall be final.

Section 21.8 Safety Boots

Employees whose position requires safety boots, including Animal Control Supervisor/Officers, per Occupational Safety and Health Administration ("OSHA") regulations, will be provided with an annual safety boot allowance each fiscal year.

The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year.

The maximum annual allowance for the purchase of appropriate safety boots is four~~three~~ hundred and fifty dollars ($450~~350~~.00) for all eligible employees. Employees may use their annual allowance to purchase up to two (2) pairs of safety boots each fiscal year.

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in their sole discretion, authorize the replacement of one (1) additional pair of safety boots or uniform issue shoes each fiscal year.

ARTICLE 22 – SPECIAL PAY PROVISIONS

Section 22.1 Longevity Pay

Each employee, who has the required years of continuous service with the City, shall receive a longevity pay premium on the first pay period of each month.

Effective July 8, 2023~~November 16, 2017~~, there shall be longevity~~two (2)~~ premiums as follows:

- One hundred dollars ($100.00) for fifteen (15) to nineteen (19) years of service.
- One hundred and seventy-five dollars ($175~~100~~.00) for twenty (20) to twenty-four (24) years of service.
- Three hundred and fifty dollars ($350.00) for twenty-five or more years of service.

Section 22.2 Education Incentive Pay

Each employee who possesses a degree from an academic institution accredited by the Western Association of Schools and Colleges, or an accrediting organization recognized by the Council of

Post-Secondary Education, in any major shall receive an education incentive pay premium on the first pay period of each month.

Effective November 16, 2017, there shall be two (2) premiums as follows:

- Fifty dollars ($50.00) for an Associate's degree.
- One hundred dollars ($100.00) for a Bachelor's or higher degree.

Each employee may only receive payment for the single highest degree held.

For example: If the employee has both an Associate's and Bachelor's degree, they shall only receive one hundred dollars ($100.00) per month as Education Incentive pay. Likewise, if the employee has an Associate's degree in both Arts and Science, they shall only receive fifty dollars ($50.00) per month as Education Incentive pay.

Section 22.3 Bilingual Pay

1. Communications Dispatchers

   All Communications Dispatchers including trainees, who are capable of speaking and interpreting Chinese, Spanish, or any other foreign language deemed useful by the City, shall receive one hundred fifty dollars ($150.00) per month.

2. General Translation Services

   All employees, excluding Communications Dispatchers, who are capable of speaking, interpreting and providing limited general translation for routine correspondence on an occasional or sporadic basis (~~i.e.~~i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, deemed useful by the City, shall receive fifty dollars ($50.00) per month.

3. Formal Translation Services

   Employees who are qualified to perform both verbal and written translation of formal City documents (~~i.e.~~i.e., forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive one hundred and fifty dollars ($150.00) for formal verbal and written translation in lieu of the pay provided in Section 22.3(2) – General Translation Services.

   The number of employees and languages qualified for this pay shall be determined at the sole discretion of the City.

4. Field Translation Services

   In addition to the pay provided in Section 22.3(2) – General Translation Services or Section 22.3(3) – Formal Translation Services, regular employees assigned as Police Clerks who are required to perform translation services in the field, which means on

property other than the City Hall facility and surrounding City property, shall receive thirty dollars ($30.00) per incident, up to a maximum of three (3) incidents per month. The Police Clerk must obtain approval of their unit supervisor before submitting a request for such field translation services pay.

Upon request, employees who provided field translation services for a critical incident may participate in the incident debriefing. Such employees shall also be provided adequate training on handling critical incidents and counseling services, as needed, at no cost to the employee.

5. Certification Requirements

The City shall establish qualifying tests to determine bilingual capability. Employees may apply for translation certification through the Human Resources Department. Should an employee fail the qualifying test, they must wait a minimum of ninety (90) days before re-applying for certification.

Employees who become eligible for bilingual pay for providing general translation services on or after July 1, 2000, may be required to re-certify every four (4) years.

Re-certification for employees providing formal translation services will be required on a biennial basis.

Section 22.4 Matron Duty Pay

Police Clerks and Communications Dispatchers who are required to perform body searches on female prisoners, including pat downs, will receive thirty dollars ($30.00) per incident.

Section 22.5 Training Pay

No probationary employee shall be assigned as a trainer.

1. Dispatcher Training Officer

Experienced Communications Dispatchers who are certified by the Police Department to serve as a Dispatcher Training Officer ("DTO") shall receive fifty dollars ($50.00) each pay period assigned as a DTO for three (3) or more shifts in that pay period. Development of the criteria and selection of individuals to serve as DTO's shall be at the sole discretion of the Chief of Police.

2. Police Clerk

If an experienced Police Clerk, other than the lead or supervising clerk, is assigned to train a new Police Clerk for the City, they shall receive fifty dollars ($50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles, or when the Police Clerk trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first.

3. Jailer

If an experienced Jailer, other than the lead or supervising jailer, is assigned to train a new Jailer for the City, they shall receive fifty dollars ($50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles, or when the Jailer trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first.

Section 22.6 Lead Pay

1. Assignment

The Chief of Police shall have sole discretion in determining the selection process for determining appointment as a Lead in the Police Department. An employee so assigned shall serve at the discretion of the Chief of Police and may be removed from the lead assignment with or without cause, with or without notice, and without right of appeal.

2. Duties

Leads may be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, maintaining supplies, etc.

3. Rate of Premium Pay

Employees in eligible classifications assigned as a Lead shall receive premium pay of two hundred and fifty dollars ($250.00) per month for each month so assigned.

4. Eligible Classifications

The classifications eligible in the Police Department are:

- Communications Dispatcher
- Police Records Clerk
- Jailer

5. Reopener

During the term of this MOU, the City agrees to meet and confer with the Union to discuss the reclassification of the eligible classifications listed in Section 22.6(4) above to new classifications which are indicative of the additional duties they perform on a regular basis. Such new classifications shall remain in this SEIU bargaining unit. The meet and confer shall include a discussion on the job descriptions, duties, and rates of pay for these new classifications.

Section 22.7 Public Notary

In recognition of the City's need and use of public notary services, employees who have public notary certificates, as approved by the Secretary of State for the State of California, shall receive seventy-five dollars ($75.00) per month. There shall be no more than three (3) employees authorized to receive pay under this section at any given time. The selection of employees to receive this pay shall be at the sole discretion of the City Manager.

Section 22.8 Pesticide/Herbicide Applicator Premium

Employees of the Public Works Department or Parks Division of the Recreation & Parks Department assigned to perform tasks and duties associated with the application of pesticides and/or herbicides shall be paid a premium of thirty dollars ($30.00) per month so assigned.

In addition to any additional selection, training and/or reporting procedures established by the City, the following provisions will apply to any employee assigned to receive a pesticide/herbicide applicator premium:

- Employees will be selected, trained, assigned and/or removed at the sole discretion of the Department Director or designee.
- The total number of employees selected and assigned shall be at the discretion of the Department Director based upon the needs of the City, but it is agreed there shall be a minimum number of eligible assignments as follows:
    - Nine (9) in the Parks Division of the Public Works Department
    - Five (5) in the Public Works Department.
- Employees will receive appropriate training in compliance with State and Federal regulations prior to performing pesticide and/or herbicide applicator duties.
- Receipt of premium pay for assignment of duties as a Pesticide/Herbicide Applicator shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City as determined by the Department Director.
- Any employee receiving this premium may, at the direction of the City, be assigned to perform duties in either the Public Works Department or Parks Division of the Recreation and Parks Department.

    For example: An employee who is normally assigned to the Streets Division of the Public Works Department may be assigned to apply herbicide and/or pesticide as part of a work crew in the Parks Division of the Recreation & Parks Department.

The Union specifically acknowledges the City maintains the sole and exclusive right to assign personnel to receive Pesticide/Herbicide Applicator premium pay and to determine the need for such assignment. Nothing contained in this section shall create a duty upon the City to assign

specific employees as Pesticide/Herbicide Applicators nor shall any employee have a right to be so assigned. The City agrees to meet and consult with the Union regarding any proposed modifications to the selection, training and/or reporting procedures established by the City for this assignment.

Section 22.9 Electrician Premiums

The City shall pay electrician premiums for up to a maximum of two (2) employees. An employee may receive payment for each of the following premiums they are qualified to receive:

1. Supervisory Control and Data Acquisition

   The Water Division has a Supervisory Control and Data Acquisition ("SCADA") system. An Electrician who possesses the following knowledge, skills and abilities shall receive premium pay of two hundred dollars ($200.00) per month:

   - Must be able to test, trouble-shoot and program Allen Bradley SIX: 500 programmable controllers. Ability to build, install, troubleshoot, analyze and repair the SCADA system and its components. This would include the knowledge to read, decipher and modify the ladder logic programming that is associated with the Allen Bradley Controls for the SCADA system.

   - Ability to tune PID Loops for the Foxboro Process Controls system. Must be able to test and calibrate PID loops using signal generator. A Foxboro Process Control Technology Certificate from the Foxboro Corporation would be satisfactory evidence of this skill.

   - Must have the knowledge and experience to design and draw electrical circuitry using CAD Software and utilize this ability to provide electrical schematics that are current or up to date and to update recorded plans.

   - Knowledge of National Electrical Code and Safety associated practices.

   - Experience in medium voltage, 2300VAC circuitry. Also must be able to use high--voltage test equipment and be familiar with Lockout/Tag out safety procedures.

   - Extensive experience in AC and DC industrial controls.

   - Experience in Variable--Frequency Drives 480VAC 3--Phase.

   - Soft start starter experience is desirable.

   - Must have a working knowledge of hydraulics valves and controllers and their components as it relates to the water industry.

   - Must be computer literate in Microsoft Excel and Word.

2. Water Treatment Certification

An Electrician who possesses a Water Treatment Grade I ("T-1") certificate shall receive premium pay of one hundred dollars ($100.00) per month.

3. Electrician Certification

Effective January 1, 2018, an Electrician who possesses and maintains electrician certification from the California Department of Industrial Relations (DIR) shall receive premium pay of two hundred dollars ($200) per month.

The City shall also reimburse each employee for any and all costs associated with maintaining such DIR certification, including but not limited to application fees, testing fees, and continuing education requirements.

Section 22.10 Automotive Service Excellence ("ASE") Certification Pay

1. Automotive/Light Truck Certification

Equipment Mechanics shall receive certification premium pay of thirty dollars ($30.00) per month for each ASE Automotive/Light Truck certification held, up to a maximum of sixty dollars ($60.00) per month for two (2) such certifications.

2. Master Automotive Technician Certification

In lieu of the premium pay provided in Section 22.10(1) — Automotive/Light Truck Certification, an employee certified as an ASE Master Automotive Technician shall receive certification premium pay of one hundred dollars ($100.00) per month.

Section 22.11 Water Certification Pay

Employees assigned to the Water Division of the Public Works Department shall receive sixty dollars ($60.00) per month certification pay for each current Department of Health Services (DHS) certification held in water treatment (T-1 through T-5) and/or distribution (D-1 through D-5), up to a maximum of four (4) such certifications.

Section 22.12 Payroll Back-Up

An employee in the Finance Division of the Management Services Department may, at the sole discretion of the Management Services Director, be assigned additional responsibilities and duties as back-up for payroll processing.

An employee so assigned shall receive premium pay of three hundred dollars ($300.00) per month for each month so assigned.

An employee so assigned may be removed from the assignment at the discretion of the Management Services Director with or without cause, with or without notice, and without right of appeal.

Section 22.13 Standby

1. Purpose

   At the discretion of the City, employees may be assigned to standby to ensure qualified employees are available for after-hours emergency response.

2. Assignment

   In addition to any additional reporting procedures established by the City, the following provisions shall apply to standby assignments:

   - For the Public Works Department t, standby duty shall be assigned to no more than three (3) employees for a period of seven (7) calendar days. Of these three (3) employees, one (1) shall be fully qualified to respond to water distribution incidents and one (1) to water production incidents.

   - Standby schedules and assignments shall be determined at the sole discretion of the City.

   - Assignment to standby shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City.

   - Employees shall have the option to take home a City vehicle when assigned to standby duty.

3. Rates

   An employee assigned to standby shall be compensated at the following rates:

   - Weekdays

     Twenty-five dollars ($25.00) per weekday. For the purpose of standby, a weekday is defined as any day which falls between 0001 hours on Monday through 2400 hours on Thursday.

   - Weekends

     Forty-five dollars ($45.00) per weekend day. For the purpose of standby, a weekend day is defined as any day which falls between 0001 hours on Friday through 2400 hours on Sunday.

   - Holidays

     Fifty dollars ($50.00) per holiday. For the purpose of standby, a holiday is defined as the actual date of a designated holiday listed in Section 10.1 of this MOU.

4. Requirements

While on standby, the assigned employee shall be required to:

- Carry a City provided pager, cell phone and lap-top computer (if applicable);
- Respond within no greater than five (5) minutes to any page, telephone call, or notification;
- Taking into due consideration the time of the call-out, location of the incident, weather, and safe driving conditions, physically report fit-for-duty generally within thirty (30), but no later than forty-five (45), minutes following receipt of call-out information (including picking up the City vehicle if the employee elected to forgo taking a City vehicle home);~~.~~
- If applicable, begin remote trouble shooting via computer within no greater than twenty-five (25) minutes of the notification;
- Failure to abide by the provisions of this subsection may result in forfeiture of standby compensation for that twenty-four (24) hour period, removal from standby assignment, and/or disciplinary action.

5. Eligibility

To be eligible for assignment to standby, an employee must:

- Have adequate knowledge and ability to effectively perform and respond to after-hours emergency situations.
- For Public Works employees, the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent must certify the employee as having adequate knowledge of~~:~~ traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment.
- Reside in a geographic location that allows for a response time as designated in Section 22.13(4) — Requirements.

6. Evaluation

The City agrees to evaluate the need for standby assignments annually. The evaluation will include evaluation of the effectiveness of assigning employees to standby and such measurements as: a review of the number of call-outs, response times, type of calls, ability of employee to clear calls without additional support, time to clear calls, number of calls for additional support, response times for support personnel, and any other measurements determined appropriate by the City.

The City agrees to meet and consult with the Union regarding any proposed modifications to standby assignments.

Section 22.14 Call Back

1. Call Back Defined

   Call back is defined as unforeseen work performed by an employee at a time other than the employee's regular working hours. Call backs usually deal with a situation calling for immediate action, in response to a call for such work by a Department Director or any other person so authorized by the City Manager. An employee held over as an extension of a regular shift, prior to leaving the worksite and with no break in working hours, is not considered a call back.

2. Work Performed

   For the purpose of this section, work performed shall include receiving and responding to a call or notification to:

   - Work remotely via SCADA or other system
   - Report to a worksite or facility

3. Minimum Compensation for Call Back

   A. Call back commences upon the receipt and acceptance of the call back assignment and ends upon completion of the assignment and/or return home, as applicable. This "portal-to-portal" compensation includes any required travel time to/from the employee's residence for the call back.

   B. An employee who is subject to a call back shall be guaranteed two (2) hours minimum compensation for each call back. Additional overtime worked during each call back shall be compensated in fifteen (15) minute intervals.

   C. There shall be no pyramiding of compensation for call back.

      For example: An employee receives a call back assignment at 8:00 P.M.~~p.m.~~ and completes the assignment by 9:00 P.M.~~p.m.~~ The employee receives an additional call back assignment at 9:30 P.M.~~p.m.~~ which they complete at 10:30 P.M.~~p.m.~~ Since the employee is still inside the ~~two hour~~two-hour minimum compensation time frame from the first call back until 10:00 P.M.~~p.m.~~, the employee will receive those two hours (8-10 P.M.~~p.m.~~) plus an additional thirty minutes of compensation (10-10:30 P.M.~~p.m.~~).

      If the employee had received the additional call back assignment at 10:01 P.M.~~p.m.~~ or later, they would have been guaranteed to receive a new two hour minimum compensation (~~i.e.~~i.e., 10:01 P.M.~~p.m.~~ – 12:01 A.M.~~a.m.~~ or 11:30 P.M.~~p.m.~~ – 1:30 A.M.~~a.m.~~, etc.).

4. Rate of Compensation for Call Back

Compensation for call-–back shall be calculated using the employee's base rate of pay. An employee may request to accumulate compensatory time, to be accrued in the same increments provided below, in lieu of cash payment.

A. Non-Holidays

An employee called back to work on a non-holiday shall be paid double time (2xX) for the first hour of work and one and one-half (1½) times for all time worked in excess of one (1) hour.

B. Holidays

An employee called back to work on a designated holiday, as defined in Section 10.1 – Designated Holidays, shall be paid double time (2xX) for the first two (2) hours of work and one and one-half (1½) times for all time worked in excess of two (2) hours. In addition, the employee shall still accrue the appropriate amount of holiday hours in accordance with Section 10.2 – Accrual.

Section 22.15 Acting Pay

To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification.

1. Need for Acting Assignments

For the purposes of this section, it is understood acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

- A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

- A position classification is temporarily vacant, although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

2. Selection for Acting Assignments

The selection of an employee for an acting assignment shall be at the sole discretion of the Department Director or designee, taking into consideration the requirements of the

position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No employee shall be appointed to an acting assignment either when on probation or into a position classification more than one (1) class level above their regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one (1) class level above their regular class and if the acting position is filled, then the acting assignment shall terminate, and the employee restored to their regular position.

3. Pay for Acting Assignments

   Acting pay shall be authorized when an employee is acting in a higher-level position commencing with the start of the fifteenth~~thirtieth~~ (15th~~30th~~) ~~consecutive~~ working day that the employee is acting in the higher-level position within any sixty (60) day period from when the work in the higher-level position starts.

   Acting pay shall be retroactive to the first (1st) day of the acting assignment.

   Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least five percent (5.0%) higher than the base salary of the employee's regular assignment. If Step 1 is less than five percent (5.0%) greater, the acting appointment will be made at the first step which is greater than five percent (5.0%)~~,~~ but is less than ten percent (10.0%) above the base salary.

   No changes in employee benefits shall be granted to employees in acting assignments.

4. Status of Employee in Acting Assignment

   Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

5. Duration of Acting Assignment

   Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Union prior to any extension of an acting appointment beyond six (6) months.

Section 22.16 Peace Officer Standards and Training Certification

Effective January 1, 2018, each employee who possesses an eligible certificate, issued by the California Peace Officer Standards and Training ("POST"), shall receive a premium on the first pay period of each month.

Eligible POST certificates and the corresponding monthly premiums are as follows:

- Fifty dollars ($50.00) for an Intermediate Public Safety Dispatcher
- One hundred dollars ($100.00) for an Advanced Public Safety Dispatcher

Each employee may only receive payment for the single highest certificate held.

Employees seeking compensation shall submit a copy of their POST certificate(s) to the Human Resources Department for processing. The premium shall be paid retroactive to the first pay period following the date of issuance on the POST certificate or date of hire, whichever is later.

Section 22.17 Class B Certification Pay

For all employee who are not required to have a Class B certification license as part of their normal duties but receive and maintain one will receive a monthly premium of one hundred dollars ($100.00).

ARTICLE 23 – UNIT MODIFICATION

To the extent that any element of this article is inconsistent with any other provision of Chapter 2.32 – Employee Relations in the City's Municipal Code, the provisions of this article shall prevail to the extent necessary to cause the article to be operative.

Section 23.1 Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect of a proposed unit on:

- Efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public; and
- Providing employees with effective representation based on recognized community of interest considerations.

These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

- Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
- Consistency with the organizational patterns of the City.

- Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.

- Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two (2) or more units.

Notwithstanding the foregoing provisions of the section, managerial, supervisory and confidential responsibilities, as defined in this article, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization which represents other employees and may not be represented by the same.

The Director of Human Resources/Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions, from units in accordance with the provisions of this section.

Section 23.2 Definitions

The following definitions apply to this article:

- "Appropriate Unit" means a unit of employee classes or positions, established pursuant to Section 23.1 - Determination of Appropriate Units.

- "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.

- "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- "Confidential Employees" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

Section 23.3 Procedure for Modification of Established Appropriate Units

1. Requests by Employee Organizations

   Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources/Risk Management. Such requests shall be submitted in the form of a petition for recognition and, in addition to the requirements set forth in Municipal Code Section 2.32.050 – Petition for Recognition, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 23.1 – Determination of Appropriate Units. The Director of Human Resources/Risk Management shall process such petition as recognition petitions are processed under this Chapter.

2. Proposal by Human Resources

   The Director of Human Resources/Risk Management may on their own motion propose that an established unit be modified. The Director of Human Resources/Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization, may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources/Risk Management by which to contest the proposal(s).

3. Request for Meeting

   Not later than seven (7) calendar days after receipt of a request to meet, the Director of Human Resources/Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources/Risk Management shall determine the composition of the appropriate unit or units in accordance with Section 23.1 – Determination of Appropriate Units~~,~~ and shall give written notice of such determination by depositing the same in U.S.P.S. mail, addressed to the affected employee organizations. The Director of Human Resources/Risk Management's determination may be appealed as provided in Section 23.4 –Appeals. However, if a unit is modified pursuant to the motion of the Director of Human Resources/Risk Management, employee organizations may thereafter file petitions of recognition seeking to become the exclusively recognized employee organization for such new appropriate unit(s) pursuant to Municipal Code Section 2.32.050 – Petition for Recognition.

   The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

Section 23.4 Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources/Risk Management pursuant to this article may, within ten (10) calendar days

of mailing by the Director of Human Resources/Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's secretary and a copy shall be provided to the Director of Human Resources/Risk Management by the appellant. The written appeal shall be received by the City Manager's secretary no later than ten (10) calendar days after the Director of Human Resources/Risk Management's decision was mailed.

A unit designated by the Director of Human Resources/Risk Management need not be "most appropriate" or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the Director of Human Resources/Risk Management's decision. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources/Risk Management's decision was "appropriate" pursuant to the guidelines of Section 23.1 – Determination of Appropriate Units. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue their written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S.P.S. mail~~,~~ and shall be administratively final and binding.

ARTICLE 24 – GENERAL PERSONNEL PROVISIONS

Section 24.1 Probationary Period

All employees, excluding classifications of Communications Dispatcher, who are newly hired or promoted shall serve a probationary period of twelve (12) months.

Employees appointed as a Communications Dispatcher Trainee or an initial hire Communications Dispatcher shall serve a probationary period of eighteen (18) months.

Employees on probation should be evaluated quarterly in order to determine their performance, with a minimum of two evaluations conducted during their probationary period. However, if the probationary employee does not receive the suggested number of evaluations or any evaluation is not given on the suggested schedule, the probationary employee gains no property rights to their employment nor are they entitled to any due process rights if released from probation.

Section 24.2 Performance Evaluations

Except as modified herein, performance evaluations shall be governed by Municipal Code Chapter 2.36 – Salaries and Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report as revised on November 7, 2016.

It is the intent of the City that employees shall receive routine performance appraisals. Merit increases are earned for meritorious performance and in accordance with Section 20.4 – Salary Advancement in this MOU. However, if an employee who is due a performance evaluation that

includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days has been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, a Labor-Management Committee (LMC) shall meet at least three times a year, every four months~~semi-annually~~ for the purpose of discussing employee relations matters as they relate to the best implementation of this MOU. The Union shall be responsible for setting up these meetings and sending out invitation. The recommendations of the LMC shall be advisory only. The LMC shall consist of the Director of Human Resources/Risk Management, the Union and employee representative(s). Other members of the City's Executive Management team may be invited to attend. Additional ad hoc meetings may be scheduled at the written request of either party and meetings shall be scheduled to occur within ten business days of the written request.

ARTICLE 26 – SAVINGS CLAUSE

This MOU shall not in any way interfere with the obligations of the parties hereto to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the MOU should be in conflict or inconsistent with State or Federal laws, or if any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, only such provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not otherwise be affected thereby.

ARTICLE 27 – FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

The parties acknowledge that during the meeting and conferring in good faith, which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this MOU.

Therefore, the City and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU, or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU.

The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Union, race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry, political/union activity, or any other protected class.

The parties hereto agree this MOU cannot be modified, changed, and/or canceled in any way, except by mutual written consent of said parties as set forth below or in Article 2928 - TERM.

The parties acknowledge the provisions of the MOU require a close degree of cooperation between the parties. The need to modify the MOU and/or clarify the intent or application of some MOU provisions may arise during the term of this MOU. If such need arises, the parties may make such modifications, refinements and/or adjustments through the use of a Side Letter or a Letter of Agreement ("LOA"). The use and content of any such Side Letter or LOA must be mutually agreed upon by the parties, executed in writing, attached to this MOU as an addendum, and become a part hereof.

LOA's will be used for the purpose of clarification of existing MOU provisions with no substantive or economic change to the MOU. LOA's may be executed on behalf of the City by the Director of Human Resources and the City Manager.

Side Letter's will be used to amend the MOU. Such amendments may or may not have a substantive and/or economic impact. Side letters with insignificant or no economic impact to the City, as determined by the City Manager after consultation with the City Attorney, may be executed on behalf of the City by the Director of Human Resources and the City Manager. Side letters with a significant economic impact to the City, as determined by the City Manager, may be tentatively agreed to by the Director of Human Resources and the City Manager, in a form approved by the City Attorney, but will have no force and effect whatsoever unless or until approved by City Council.

Should the City grant a wage increase or modify benefits for any other recognized employee group not contained in that group's existing MOU on or before the end of this MOU, the City agrees that said changes will be discussed between the parties hereto.

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 28 – SUBCONTRACTING~~TERM~~

The City agrees to make a good faith effort to find and recruit bargaining unit employees before subcontracting any work.

The City agrees to comply with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et. esq., before it contracts out work or transfers out work to non-bargaining unit employees.

ARTICLE 29 – TERM

This MOU shall be in effect for an initial term commencing July 1, 2023,~~2019~~ and ending June 30, 2025~~2023~~. It is, however, the mutual understanding of all parties hereto that this MOU is of no force or effect whatsoever unless or until ratified by the members of SEIU in the unit and the City Council of the City of Monterey Park. This MOU shall continue in effect from year-to-year thereafter, unless amended.

This MOU may be amended at the end of the initial term, or any subsequent contract period, by either party giving written notice to the other not less than sixty (60) calendar days prior to the end of the applicable term. Bargaining shall begin within thirty (30) calendar days following the receipt of such notice, unless mutually agreed to otherwise.

Following the expiration of the MOU, the MOU shall continue in effect until a successor MOU is agreed upon.

ARTICLE 30 – CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties here to have caused this Memorandum of Understanding to be executed this 6th day of September 2023.

SEIU LOCAL 721	CITY OF MONTEREY PARK
By: _____	By: _____
Jesus Hernandez, Chapter President	Inez Alvarez, Interim City Manager
By: _____	By: _____
Lauren Frazier, Chapter Vice-President	Christine Tomikawa, Director of Human Resources & Risk Management
By: _____	
John Lieu, Chapter Secretary	
By: _____	
David Zapata, Negotiating Team Member	
By: _____	
Robert Feria, Chief Negotiator	

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

EXECUTION OF THE NEW AGREEMENT

On December 26, 2019, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

This MOU has been approved by a vote of the City Council of the City of Monterey Park on January 15, 2020 under City Council Agenda Item# _____.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action. The "date of implementation" shall be defined as the date the City Council approved this MOU. In witness thereof, the parties hereto have caused this agreement to be executed this 16th day of January 2020.

PARTIES TO THE AGREEMENT

SEIU Local 721	*City of Monterey Park*
WENDY A. THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721	**RON BOW** CITY MANAGER
DIANE VIVONA-SAIZ, CHAPTER PRESIDENT POLICE RECORDS MANAGEMENT SYSTEMS TECHNICIAN	**THOMAS CODY, CHIEF NEGOTIATOR** DIRECTOR OF HUMAN RESOURCES & RISK MANAGEMENT
BRUCE FALLON, CHAPTER VICE PRESIDENT LEAD EQUIPMENT MECHANIC	
HELENA CHO, CHAPTER REPRESENTATIVE ASSISTANT DEPUTY CITY CLERK	

SEIU 2023-2024 SALARY TABLE

The following salary tables are effective July 8, 2023:

FY 2023-2024
Effective date: 07/08/2023

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	$3,918	$4,016	$4,117	$4,219	$4,325	$4,433	$4,544	$4,657	$4,774	$5,012
Accountant	34	$5,652	$5,793	$5,939	$6,087	$6,239	$6,395	$6,555	$6,718	$6,887	$7,231
Administrative Aide	11	$4,930	$5,053	$5,179	$5,309	$5,442	$5,577	$5,716	$5,860	$6,007	$6,307
Animal Services Officer	8	$4,274	$4,380	$4,490	$4,603	$4,718	$4,836	$4,956	$5,080	$5,207	$5,468
Animal Services Supervisor	13	$5,492	$5,629	$5,770	$5,915	$6,063	$6,214	$6,369	$6,528	$6,691	$7,026
Assistant Deputy City Clerk	39	$5,156	$5,285	$5,416	$5,552	$5,691	$5,834	$5,979	$6,128	$6,282	$6,597
Assistant Planner	14	$5,819	$5,965	$6,114	$6,267	$6,424	$6,584	$6,749	$6,918	$7,090	$7,445
Associate Planner	43	$6,607	$6,771	$6,941	$7,114	$7,292	$7,474	$7,661	$7,853	$8,049	$8,452
Auto Shop Technician	22	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,091	$5,218	$5,480
Building Inspector	42	$6,509	$6,672	$6,839	$7,010	$7,185	$7,365	$7,549	$7,738	$7,931	$8,328
Building Trades Technician	29	$5,074	$5,201	$5,331	$5,463	$5,600	$5,741	$5,884	$6,031	$6,182	$6,491
Child Care Assistant	6	$3,918	$4,016	$4,117	$4,219	$4,325	$4,433	$4,544	$4,657	$4,774	$5,012
Child Care Coordinator	11	$4,930	$5,053	$5,179	$5,309	$5,442	$5,577	$5,716	$5,860	$6,007	$6,307
Civil Engineering Assistant	16	$6,320	$6,478	$6,640	$6,805	$6,976	$7,150	$7,328	$7,511	$7,700	$8,084
Civil Engineering Technician	13	$5,492	$5,629	$5,770	$5,915	$6,063	$6,214	$6,369	$6,528	$6,691	$7,026
Code Enforcement Officer	12	$5,202	$5,332	$5,465	$5,601	$5,742	$5,885	$6,032	$6,183	$6,337	$6,655
Communication Dispatcher	37	$5,370	$5,504	$5,642	$5,783	$5,928	$6,076	$6,228	$6,383	$6,542	$6,870
Communications Dispatcher Trainee	33	$4,437	$4,549	$4,662	$4,779	$4,898	$5,021	$5,146	$5,275	$5,407	$5,677
Community Communications Coordinator	18	$5,177	$5,306	$5,438	$5,574	$5,713	$5,857	$6,002	$6,153	$6,307	$6,622
Community Service Officer	45	$4,268	$4,374	$4,483	$4,595	$4,710	$4,828	$4,949	$5,073	$5,200	$5,459
Consumer Service Representative	23	$4,799	$4,918	$5,041	$5,168	$5,296	$5,428	$5,564	$5,703	$5,847	$6,138
Crew Leader	29	$5,074	$5,201	$5,331	$5,463	$5,600	$5,741	$5,884	$6,031	$6,182	$6,491
Cross Connection Control Inspector	1	$6,439	$6,601	$6,765	$6,935	$7,108	$7,286	$7,468	$7,654	$7,845	$8,238
Dial-A-Ride Dispatcher	45	$4,268	$4,374	$4,483	$4,595	$4,710	$4,828	$4,949	$5,073	$5,200	$5,459
Dial-A-Ride Driver	17	$2,877	$2,949	$3,022	$3,098	$3,176	$3,255	$3,337	$3,420	$3,505	$3,681
Economic Development Specialist	16	$6,320	$6,478	$6,640	$6,805	$6,976	$7,150	$7,328	$7,511	$7,700	$8,084
Electrician	13	$5,492	$5,629	$5,770	$5,915	$6,063	$6,214	$6,369	$6,528	$6,691	$7,026
Equipment Mechanic	29	$5,074	$5,201	$5,331	$5,463	$5,600	$5,741	$5,884	$6,031	$6,182	$6,491
Equipment Service Specialist	22	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,091	$5,218	$5,480
Evidence Officer	44	$4,607	$4,722	$4,840	$4,961	$5,086	$5,213	$5,343	$5,477	$5,614	$5,894
Fire Prevention Permit Technician	10	$4,688	$4,805	$4,925	$5,048	$5,174	$5,304	$5,436	$5,572	$5,711	$5,997
Fire Safety Specialist	15	$6,168	$6,321	$6,480	$6,642	$6,807	$6,978	$7,152	$7,331	$7,515	$7,890
Irrigation Specialist	22	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,091	$5,218	$5,480
Information Technology Technician I	12	$5,202	$5,332	$5,465	$5,601	$5,742	$5,885	$6,032	$6,183	$6,337	$6,655
Information Technology Technician II	15	$6,168	$6,321	$6,480	$6,642	$6,807	$6,978	$7,152	$7,331	$7,515	$7,890
Jailer	3	$4,511	$4,624	$4,739	$4,857	$4,978	$5,103	$5,230	$5,362	$5,495	$5,770
Janitor	2	$3,313	$3,396	$3,480	$3,567	$3,657	$3,748	$3,842	$3,938	$4,036	$4,238
Lead Equipment Mechanic	38	$5,836	$5,981	$6,130	$6,284	$6,441	$6,602	$6,768	$6,936	$7,109	$7,464
Librarian	14	$5,819	$5,965	$6,114	$6,267	$6,424	$6,584	$6,749	$6,918	$7,090	$7,445
Library Circulation Service Supervisor	9	$4,472	$4,584	$4,699	$4,816	$4,937	$5,059	$5,186	$5,316	$5,449	$5,722
Library Assistant~~Clerk~~	6	$3,918	$4,016	$4,117	$4,219	$4,325	$4,433	$4,544	$4,657	$4,774	$5,012
Library Technician	9	$4,472	$4,584	$4,699	$4,816	$4,937	$5,059	$5,186	$5,316	$5,449	$5,722
Maintenance Worker	20	$4,077	$4,179	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,216
Management Aide	28	$4,953	$5,079	$5,204	$5,334	$5,467	$5,606	$5,745	$5,888	$6,035	$6,337
Management Analyst	36	$6,235	$6,391	$6,550	$6,714	$6,880	$7,053	$7,229	$7,411	$7,595	$7,976
Outreach and Housing Navigation Coord.	45	$4,268	$4,374	$4,483	$4,595	$4,710	$4,828	$4,949	$5,073	$5,200	$5,459
Park Maintenance Crew Leader	29	$5,074	$5,201	$5,331	$5,463	$5,600	$5,741	$5,884	$6,031	$6,182	$6,491
Park Maintenance Lead Worker	26	$4,718	$4,836	$4,956	$5,080	$5,207	$5,338	$5,471	$5,608	$5,748	$6,035
Park Maintenance Worker	20	$4,077	$4,179	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,216
Permit Technician I	10	$4,688	$4,805	$4,925	$5,048	$5,174	$5,304	$5,436	$5,572	$5,711	$5,997
Permit Technician II	12	$5,202	$5,332	$5,465	$5,601	$5,742	$5,885	$6,032	$6,183	$6,337	$6,655

APPENDIX A

FY 2023-2024
Effective date: 07/08/2023

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Plan Checker	41	$6,969	$7,143	$7,322	$7,505	$7,693	$7,885	$8,082	$8,284	$8,491	$8,916
Planning Technician	11	$4,930	$5,053	$5,179	$5,309	$5,442	$5,577	$5,716	$5,860	$6,007	$6,307
Police Clerk	4	$3,961	$4,060	$4,161	$4,265	$4,372	$4,481	$4,593	$4,708	$4,826	$5,067
Police Officer Recruit	1S	$5,159									
Police Records Management Technician	5	$5,608	$5,748	$5,891	$6,039	$6,190	$6,345	$6,503	$6,666	$6,832	$7,175
Pool Maintenance Worker	20	$4,077	$4,179	$4,283	$4,390	$4,500	$4,613	$4,728	$4,846	$4,967	$5,216
Program Coordinator	11	$4,930	$5,053	$5,179	$5,309	$5,442	$5,577	$5,716	$5,860	$6,007	$6,307
Public Works Inspector	35	$5,823	$5,968	$6,117	$6,271	$6,427	$6,588	$6,752	$6,921	$7,094	$7,449
Public Works Technician	11	$4,930	$5,053	$5,179	$5,309	$5,442	$5,577	$5,716	$5,860	$6,007	$6,307
Secretary (non-conf)	10	$4,688	$4,805	$4,925	$5,048	$5,174	$5,304	$5,436	$5,572	$5,711	$5,997
Senior Account Clerk (non-conf)	10	$4,688	$4,805	$4,925	$5,048	$5,174	$5,304	$5,436	$5,572	$5,711	$5,997
Senior Clerk Typist (non-conf)	6	$3,918	$4,016	$4,117	$4,219	$4,325	$4,433	$4,544	$4,657	$4,774	$5,012
Senior Library Assistant~~Clerk~~	8	$4,274	$4,380	$4,490	$4,603	$4,718	$4,836	$4,956	$5,080	$5,207	$5,468
Senior Maintenance Worker	33	$4,437	$4,549	$4,662	$4,779	$4,898	$5,021	$5,146	$5,275	$5,407	$5,677
Senior Management Analyst	19	$7,458	$7,644	$7,835	$8,031	$8,232	$8,437	$8,649	$8,865	$9,086	$9,541
Senior Water Production System Operator	40	$5,978	$6,128	$6,280	$6,438	$6,599	$6,764	$6,933	$7,106	$7,284	$7,648
Support Services Supervisor	15	$6,168	$6,321	$6,480	$6,642	$6,807	$6,978	$7,152	$7,331	$7,515	$7,890
Water Distribution Crew Supervisor	40	$5,978	$6,128	$6,280	$6,438	$6,599	$6,764	$6,933	$7,106	$7,284	$7,648
Water Distribution Lead Worker	27	$5,159	$5,288	$5,420	$5,555	$5,695	$5,837	$5,983	$6,133	$6,286	$6,600
Water Production System Operator	27	$5,159	$5,288	$5,420	$5,555	$5,695	$5,837	$5,983	$6,133	$6,286	$6,600
Water Utility Maintenance Worker	21	$4,354	$4,464	$4,575	$4,689	$4,806	$4,927	$5,051	$5,177	$5,306	$5,571

SEIU 2024-2025 SALARY TABLE

The following salary tables are effective the first full pay period after July 1, 2024:

FY 2024-2025

COLA: 4.5%

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Accountant	34	$5,906	$6,054	$6,206	$6,360	$6,520	$6,683	$6,850	$7,021	$7,197	$7,556
Administrative Aide	11	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Animal Services Officer	8	$4,467	$4,578	$4,692	$4,810	$4,930	$5,054	$5,179	$5,309	$5,442	$5,714
Animal Services Supervisor	13	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Assistant Deputy City Clerk	39	$5,388	$5,523	$5,660	$5,802	$5,947	$6,096	$6,248	$6,404	$6,564	$6,894
Assistant Planner	14	$6,081	$6,233	$6,389	$6,549	$6,713	$6,880	$7,053	$7,229	$7,409	$7,780
Associate Planner	43	$6,904	$7,076	$7,253	$7,434	$7,620	$7,810	$8,006	$8,206	$8,411	$8,832
Auto Shop Technician	22	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Building Inspector	42	$6,802	$6,973	$7,147	$7,325	$7,508	$7,696	$7,888	$8,086	$8,288	$8,703
Building Trades Technician	29	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Child Care Assistant	6	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Child Care Coordinator	11	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Civil Engineering Assistant	16	$6,604	$6,769	$6,938	$7,111	$7,290	$7,472	$7,658	$7,849	$8,046	$8,448
Civil Engineering Technician	13	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Code Enforcement Officer	12	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954
Communication Dispatcher	37	$5,612	$5,752	$5,896	$6,043	$6,195	$6,349	$6,508	$6,671	$6,837	$7,179
Communications Dispatcher Trainee	33	$4,637	$4,754	$4,872	$4,994	$5,119	$5,247	$5,377	$5,513	$5,650	$5,932
Community Communications Coordinator	18	$5,410	$5,545	$5,683	$5,825	$5,970	$6,120	$6,272	$6,430	$6,590	$6,920
Community Service Officer	45	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Consumer Service Representative	23	$5,015	$5,139	$5,268	$5,400	$5,534	$5,673	$5,815	$5,960	$6,110	$6,414
Crew Leader	29	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Cross Connection Control Inspector	1	$6,729	$6,898	$7,069	$7,247	$7,428	$7,614	$7,804	$7,999	$8,198	$8,609
Dial-A-Ride Dispatcher	45	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Dial-A-Ride Driver	17	$3,006	$3,082	$3,158	$3,237	$3,319	$3,401	$3,487	$3,574	$3,663	$3,846
Economic Development Specialist	16	$6,604	$6,769	$6,938	$7,111	$7,290	$7,472	$7,658	$7,849	$8,046	$8,448
Electrician	13	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Equipment Mechanic	29	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Equipment Service Specialist	22	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Evidence Officer	44	$4,814	$4,935	$5,058	$5,184	$5,315	$5,447	$5,583	$5,723	$5,866	$6,159
Fire Prevention Permit Technician	10	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Fire Safety Specialist	15	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Irrigation Specialist	22	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Information Technology Technician I	12	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954
Information Technology Technician II	15	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Jailer	3	$4,714	$4,832	$4,952	$5,075	$5,202	$5,333	$5,466	$5,603	$5,743	$6,030
Janitor	2	$3,462	$3,549	$3,637	$3,728	$3,821	$3,916	$4,015	$4,115	$4,218	$4,429
Lead Equipment Mechanic	38	$6,098	$6,251	$6,406	$6,566	$6,731	$6,899	$7,072	$7,249	$7,429	$7,800
Librarian	14	$6,081	$6,233	$6,389	$6,549	$6,713	$6,880	$7,053	$7,229	$7,409	$7,780
Library Circulation Service Supervisor	9	$4,674	$4,790	$4,911	$5,033	$5,159	$5,287	$5,420	$5,555	$5,694	$5,979
Library Assistant	6	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Library Technician	9	$4,674	$4,790	$4,911	$5,033	$5,159	$5,287	$5,420	$5,555	$5,694	$5,979
Maintenance Worker	20	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Management Aide	28	$5,176	$5,308	$5,438	$5,574	$5,713	$5,858	$6,003	$6,153	$6,307	$6,623
Management Analyst	36	$6,516	$6,678	$6,845	$7,016	$7,190	$7,371	$7,555	$7,744	$7,937	$8,335
Outreach and Housing Navigation Coord.	45	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Park Maintenance Crew Leader	29	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Park Maintenance Lead Worker	26	$4,930	$5,054	$5,179	$5,309	$5,442	$5,578	$5,717	$5,860	$6,007	$6,307
Park Maintenance Worker	20	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Permit Technician I	10	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267

APPENDIX A

FY 2024-2025

COLA: 4.5%

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Permit Technician II	12	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954
Plan Checker	41	$7,283	$7,465	$7,651	$7,842	$8,039	$8,240	$8,446	$8,657	$8,874	$9,318
Planning Technician	11	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Police Clerk	4	$4,139	$4,242	$4,349	$4,457	$4,568	$4,683	$4,800	$4,920	$5,043	$5,295
Police Officer Recruit	1S	$5,391									
Police Records Management Technician	5	$5,860	$6,007	$6,156	$6,311	$6,468	$6,630	$6,795	$6,966	$7,140	$7,497
Pool Maintenance Worker	20	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Program Coordinator	11	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Public Works Inspector	35	$5,823	$5,968	$6,117	$6,271	$6,427	$6,588	$6,752	$6,921	$7,094	$7,449
Public Works Technician	11	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Secretary (non-conf)	10	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Senior Account Clerk (non-conf)	10	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Senior Clerk Typist (non-conf)	6	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Senior Library Assistant	8	$4,467	$4,578	$4,692	$4,810	$4,930	$5,054	$5,179	$5,309	$5,442	$5,714
Senior Maintenance Worker	33	$4,637	$4,754	$4,872	$4,994	$5,119	$5,247	$5,377	$5,513	$5,650	$5,932
Senior Management Analyst	19	$7,794	$7,988	$8,188	$8,392	$8,603	$8,817	$9,038	$9,264	$9,495	$9,971
Senior Water Production System Operator	40	$6,247	$6,404	$6,563	$6,728	$6,896	$7,069	$7,245	$7,426	$7,611	$7,992
Support Services Supervisor	15	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Water Distribution Crew Supervisor	40	$6,247	$6,404	$6,563	$6,728	$6,896	$7,069	$7,245	$7,426	$7,611	$7,992
Water Distribution Lead Worker	27	$5,391	$5,526	$5,664	$5,805	$5,951	$6,100	$6,252	$6,409	$6,569	$6,897
Water Production System Operator	27	$5,391	$5,526	$5,664	$5,805	$5,951	$6,100	$6,252	$6,409	$6,569	$6,897
Water Utility Maintenance Worker	21	$4,550	$4,665	$4,781	$4,900	$5,023	$5,149	$5,278	$5,410	$5,545	$5,821

SEIU 2019–20 SALARY TABLE

The following salary tables are effective the first full pay period following January 1, 2020:

FY 2019-2020
Effective date: 01/01/2020
Salary Increase 1.00%

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	$3,490	$3,577	$3,667	$3,758	$3,852	$3,949	$4,047	$4,148	$4,252	$4,465
Accountant	34	$5,035	$5,161	$5,290	$5,422	$5,557	$5,696	$5,839	$5,985	$6,134	$6,441
Administrative Aide	11	$4,391	$4,501	$4,613	$4,729	$4,847	$4,968	$5,092	$5,220	$5,350	$5,618
Animal Services Officer	8	$3,807	$3,902	$4,000	$4,100	$4,202	$4,307	$4,415	$4,525	$4,639	$4,870
Animal Services Supervisor	13	$4,892	$5,014	$5,140	$5,268	$5,400	$5,535	$5,673	$5,815	$5,960	$6,258
Assistant Deputy City Clerk	39	$4,592	$4,707	$4,825	$4,946	$5,069	$5,196	$5,326	$5,459	$5,595	$5,876
Assistant Planner	14	$5,184	$5,313	$5,446	$5,582	$5,722	$5,865	$6,011	$6,162	$6,316	$6,631
Associate Planner	43	$5,885	$6,032	$6,183	$6,337	$6,496	$6,658	$6,824	$6,995	$7,170	$7,528
Auto Shop Technician	22	$3,815	$3,911	$4,008	$4,109	$4,211	$4,317	$4,425	$4,535	$4,649	$4,881
Building Inspector	42	$5,798	$5,943	$6,092	$6,244	$6,400	$6,560	$6,724	$6,892	$7,065	$7,418
Building Trades Technician	29	$4,519	$4,632	$4,748	$4,867	$4,989	$5,113	$5,241	$5,372	$5,506	$5,782
Child Care Assistant	6	$3,490	$3,577	$3,667	$3,758	$3,852	$3,949	$4,047	$4,148	$4,252	$4,465
Child Care Coordinator	11	$4,391	$4,501	$4,613	$4,729	$4,847	$4,968	$5,092	$5,220	$5,350	$5,618
Civil Engineering Assistant	16	$5,629	$5,770	$5,914	$6,062	$6,213	$6,369	$6,528	$6,691	$6,858	$7,201
Civil Engineering Technician	13	$4,892	$5,014	$5,140	$5,268	$5,400	$5,535	$5,673	$5,815	$5,960	$6,258
Code Enforcement Officer	12	$4,633	$4,749	$4,868	$4,990	$5,114	$5,242	$5,373	$5,508	$5,645	$5,928
Communication Dispatcher	37	$4,783	$4,903	$5,025	$5,151	$5,280	$5,412	$5,547	$5,686	$5,828	$6,119
Communications Dispatcher Trainee	33	$3,953	$4,052	$4,153	$4,257	$4,363	$4,472	$4,584	$4,699	$4,816	$5,057
Community Communications Coordinator	18	$4,611	$4,726	$4,844	$4,965	$5,089	$5,217	$5,347	$5,481	$5,618	$5,899
Community Service Officer	45	$3,801	$3,896	$3,993	$4,093	$4,196	$4,300	$4,408	$4,518	$4,631	$4,863
Consumer Service Representative	23	$4,274	$4,381	$4,490	$4,603	$4,718	$4,836	$4,957	$5,081	$5,208	$5,468
Crew Leader	29	$4,519	$4,632	$4,748	$4,867	$4,989	$5,113	$5,241	$5,372	$5,506	$5,782
Cross Connection Control Inspector	40	$5,325	$5,458	$5,595	$5,735	$5,878	$6,025	$6,176	$6,330	$6,488	$6,813
Dial-A-Ride Dispatcher	45	$3,801	$3,896	$3,993	$4,093	$4,196	$4,300	$4,408	$4,518	$4,631	$4,863
Dial-A-Ride Driver	17	$2,563	$2,627	$2,692	$2,760	$2,829	$2,900	$2,972	$3,046	$3,122	$3,279
Economic Development Specialist	16	$5,629	$5,770	$5,914	$6,062	$6,213	$6,369	$6,528	$6,691	$6,858	$7,201
Electrician	13	$4,892	$5,014	$5,140	$5,268	$5,400	$5,535	$5,673	$5,815	$5,960	$6,258
Equipment Mechanic	29	$4,519	$4,632	$4,748	$4,867	$4,989	$5,113	$5,241	$5,372	$5,506	$5,782
Equipment Service Specialist	22	$3,815	$3,911	$4,008	$4,109	$4,211	$4,317	$4,425	$4,535	$4,649	$4,881
Evidence Officer	44	$4,104	$4,206	$4,311	$4,419	$4,530	$4,643	$4,759	$4,878	$5,000	$5,250
Fire Prevention Permit Technician	10	$4,176	$4,280	$4,387	$4,497	$4,609	$4,724	$4,842	$4,963	$5,088	$5,342
Fire Safety Specialist	15	$5,494	$5,631	$5,772	$5,916	$6,064	$6,215	$6,371	$6,530	$6,693	$7,028
Irrigation Specialist	22	$3,815	$3,911	$4,008	$4,109	$4,211	$4,317	$4,425	$4,535	$4,649	$4,881
Jailer	3	$4,018	$4,118	$4,221	$4,326	$4,435	$4,545	$4,659	$4,776	$4,895	$5,140
Janitor	17	$2,563	$2,627	$2,692	$2,760	$2,829	$2,900	$2,972	$3,046	$3,122	$3,279
Lead Equipment Mechanic	38	$5,198	$5,328	$5,461	$5,598	$5,737	$5,881	$6,028	$6,179	$6,333	$6,649
Librarian	14	$5,184	$5,313	$5,446	$5,582	$5,722	$5,865	$6,011	$6,162	$6,316	$6,631
Library Circulation Service Supervisor	9	$3,984	$4,083	$4,185	$4,290	$4,397	$4,507	$4,620	$4,735	$4,854	$5,096
Library Clerk	6	$3,490	$3,577	$3,667	$3,758	$3,852	$3,949	$4,047	$4,148	$4,252	$4,465
Library Technician	9	$3,984	$4,083	$4,185	$4,290	$4,397	$4,507	$4,620	$4,735	$4,854	$5,096
Maintenance Worker	20	$3,632	$3,722	$3,815	$3,911	$4,009	$4,109	$4,212	$4,317	$4,425	$4,646
Management Aide	28	$4,412	$4,524	$4,635	$4,751	$4,870	$4,993	$5,118	$5,245	$5,376	$5,645
Management Analyst	36	$5,003	$5,128	$5,256	$5,388	$5,521	$5,660	$5,801	$5,947	$6,095	$6,400
Park Maintenance Crew Leader	29	$4,519	$4,632	$4,748	$4,867	$4,989	$5,113	$5,241	$5,372	$5,506	$5,782
Park Maintenance Lead Worker	26	$4,202	$4,307	$4,415	$4,525	$4,639	$4,754	$4,873	$4,995	$5,120	$5,376
Park Maintenance Worker	20	$3,632	$3,722	$3,815	$3,911	$4,009	$4,109	$4,212	$4,317	$4,425	$4,646
Permit Technician I	10	$4,176	$4,280	$4,387	$4,497	$4,609	$4,724	$4,842	$4,963	$5,088	$5,342
Permit Technician II	12	$4,633	$4,749	$4,868	$4,990	$5,114	$5,242	$5,373	$5,508	$5,645	$5,928
Plan Checker	41	$6,208	$6,363	$6,522	$6,685	$6,852	$7,024	$7,199	$7,379	$7,564	$7,942
Police Clerk	4	$3,528	$3,616	$3,706	$3,799	$3,894	$3,991	$4,091	$4,194	$4,298	$4,513
Police Officer Recruit	1S(1)	$4,595	$4,595	$4,595	$4,595	$4,595	$4,595	$4,595	$4,595	$4,595	$4,595
Police Records Management Technician	12	$4,633	$4,749	$4,868	$4,990	$5,114	$5,242	$5,373	$5,508	$5,645	$5,928

~~**FY 2019-2020**~~
~~Effective date: 01/01/2020~~
~~Salary Increase 1.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Pool Maintenance Worker~~	~~20~~	~~$3,632~~	~~$3,722~~	~~$3,815~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,646~~
~~Program Coordinator~~	~~11~~	~~$4,391~~	~~$4,501~~	~~$4,613~~	~~$4,729~~	~~$4,847~~	~~$4,968~~	~~$5,092~~	~~$5,220~~	~~$5,350~~	~~$5,618~~
~~Public Works Inspector~~	~~35~~	~~$5,187~~	~~$5,316~~	~~$5,449~~	~~$5,585~~	~~$5,725~~	~~$5,868~~	~~$6,015~~	~~$6,165~~	~~$6,319~~	~~$6,635~~
~~Public Works Technician~~	~~11~~	~~$4,391~~	~~$4,501~~	~~$4,613~~	~~$4,729~~	~~$4,847~~	~~$4,968~~	~~$5,092~~	~~$5,220~~	~~$5,350~~	~~$5,618~~
~~Secretary (non-conf)~~	~~10~~	~~$4,176~~	~~$4,280~~	~~$4,387~~	~~$4,497~~	~~$4,609~~	~~$4,724~~	~~$4,842~~	~~$4,963~~	~~$5,088~~	~~$5,342~~
~~Senior Account Clerk (non-conf)~~	~~10~~	~~$4,176~~	~~$4,280~~	~~$4,387~~	~~$4,497~~	~~$4,609~~	~~$4,724~~	~~$4,842~~	~~$4,963~~	~~$5,088~~	~~$5,342~~
~~Senior Clerk Typist (non-conf)~~	~~6~~	~~$3,490~~	~~$3,577~~	~~$3,667~~	~~$3,758~~	~~$3,852~~	~~$3,949~~	~~$4,047~~	~~$4,148~~	~~$4,252~~	~~$4,465~~
~~Senior Library Clerk~~	~~8~~	~~$3,807~~	~~$3,902~~	~~$4,000~~	~~$4,100~~	~~$4,202~~	~~$4,307~~	~~$4,415~~	~~$4,525~~	~~$4,639~~	~~$4,870~~
~~Senior Maintenance Worker~~	~~33~~	~~$3,953~~	~~$4,052~~	~~$4,153~~	~~$4,257~~	~~$4,363~~	~~$4,472~~	~~$4,584~~	~~$4,699~~	~~$4,816~~	~~$5,057~~
~~Senior Management Analyst~~	~~43~~	~~$5,885~~	~~$6,032~~	~~$6,183~~	~~$6,337~~	~~$6,496~~	~~$6,658~~	~~$6,824~~	~~$6,995~~	~~$7,170~~	~~$7,528~~
~~Senior Water Production System Operator~~	~~40~~	~~$5,325~~	~~$5,458~~	~~$5,595~~	~~$5,735~~	~~$5,878~~	~~$6,025~~	~~$6,176~~	~~$6,330~~	~~$6,488~~	~~$6,813~~
~~Support Services Supervisor~~	~~15~~	~~$5,494~~	~~$5,631~~	~~$5,772~~	~~$5,916~~	~~$6,064~~	~~$6,215~~	~~$6,371~~	~~$6,530~~	~~$6,693~~	~~$7,028~~
~~Water Distribution Crew Supervisor~~	~~40~~	~~$5,325~~	~~$5,458~~	~~$5,595~~	~~$5,735~~	~~$5,878~~	~~$6,025~~	~~$6,176~~	~~$6,330~~	~~$6,488~~	~~$6,813~~
~~Water Distribution Lead Worker~~	~~27~~	~~$4,595~~	~~$4,710~~	~~$4,828~~	~~$4,949~~	~~$5,072~~	~~$5,199~~	~~$5,329~~	~~$5,462~~	~~$5,599~~	~~$5,879~~
~~Water Production System Operator~~	~~27~~	~~$4,595~~	~~$4,710~~	~~$4,828~~	~~$4,949~~	~~$5,072~~	~~$5,199~~	~~$5,329~~	~~$5,462~~	~~$5,599~~	~~$5,879~~
~~Water Utility Maintenance Worker~~	~~21~~	~~$3,879~~	~~$3,976~~	~~$4,075~~	~~$4,177~~	~~$4,282~~	~~$4,389~~	~~$4,498~~	~~$4,611~~	~~$4,726~~	~~$4,962~~

~~SEIU 2020–21 SALARY TABLE~~

~~The following salary tables are effective the first full pay period following July 1, 2020:~~

~~**FY 2020-2021**~~
~~Effective date: 07/01/2020~~
~~Salary Increase 1.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Account Clerk~~	~~6~~	~~$3,525~~	~~$3,613~~	~~$3,703~~	~~$3,796~~	~~$3,891~~	~~$3,988~~	~~$4,088~~	~~$4,190~~	~~$4,295~~	~~$4,509~~
~~Accountant~~	~~34~~	~~$5,085~~	~~$5,212~~	~~$5,342~~	~~$5,476~~	~~$5,613~~	~~$5,753~~	~~$5,897~~	~~$6,045~~	~~$6,196~~	~~$6,505~~
~~Administrative Aide~~	~~11~~	~~$4,435~~	~~$4,546~~	~~$4,660~~	~~$4,776~~	~~$4,895~~	~~$5,018~~	~~$5,143~~	~~$5,272~~	~~$5,404~~	~~$5,674~~
~~Animal Services Officer~~	~~8~~	~~$3,845~~	~~$3,941~~	~~$4,040~~	~~$4,141~~	~~$4,244~~	~~$4,350~~	~~$4,459~~	~~$4,571~~	~~$4,685~~	~~$4,919~~
~~Animal Services Supervisor~~	~~13~~	~~$4,941~~	~~$5,064~~	~~$5,191~~	~~$5,321~~	~~$5,454~~	~~$5,590~~	~~$5,730~~	~~$5,873~~	~~$6,020~~	~~$6,321~~
~~Assistant Deputy City Clerk~~	~~39~~	~~$4,638~~	~~$4,754~~	~~$4,873~~	~~$4,995~~	~~$5,120~~	~~$5,248~~	~~$5,379~~	~~$5,514~~	~~$5,651~~	~~$5,935~~
~~Assistant Planner~~	~~14~~	~~$5,235~~	~~$5,366~~	~~$5,500~~	~~$5,638~~	~~$5,779~~	~~$5,923~~	~~$6,071~~	~~$6,223~~	~~$6,379~~	~~$6,698~~
~~Associate Planner~~	~~43~~	~~$5,943~~	~~$6,092~~	~~$6,244~~	~~$6,400~~	~~$6,560~~	~~$6,724~~	~~$6,893~~	~~$7,065~~	~~$7,242~~	~~$7,604~~
~~Auto Shop Technician~~	~~22~~	~~$3,853~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,253~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,695~~	~~$4,930~~
~~Building Inspector~~	~~42~~	~~$5,856~~	~~$6,003~~	~~$6,153~~	~~$6,307~~	~~$6,464~~	~~$6,626~~	~~$6,792~~	~~$6,961~~	~~$7,135~~	~~$7,492~~
~~Building Trades Technician~~	~~29~~	~~$4,565~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,164~~	~~$5,294~~	~~$5,426~~	~~$5,562~~	~~$5,840~~
~~Child Care Assistant~~	~~6~~	~~$3,525~~	~~$3,613~~	~~$3,703~~	~~$3,796~~	~~$3,891~~	~~$3,988~~	~~$4,088~~	~~$4,190~~	~~$4,295~~	~~$4,509~~
~~Child Care Coordinator~~	~~11~~	~~$4,435~~	~~$4,546~~	~~$4,660~~	~~$4,776~~	~~$4,895~~	~~$5,018~~	~~$5,143~~	~~$5,272~~	~~$5,404~~	~~$5,674~~
~~Civil Engineering Assistant~~	~~16~~	~~$5,685~~	~~$5,827~~	~~$5,973~~	~~$6,122~~	~~$6,276~~	~~$6,432~~	~~$6,593~~	~~$6,758~~	~~$6,927~~	~~$7,273~~
~~Civil Engineering Technician~~	~~13~~	~~$4,941~~	~~$5,064~~	~~$5,191~~	~~$5,321~~	~~$5,454~~	~~$5,590~~	~~$5,730~~	~~$5,873~~	~~$6,020~~	~~$6,321~~
~~Code Enforcement Officer~~	~~12~~	~~$4,680~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,427~~	~~$5,563~~	~~$5,702~~	~~$5,987~~
~~Communication Dispatcher~~	~~37~~	~~$4,831~~	~~$4,952~~	~~$5,076~~	~~$5,203~~	~~$5,333~~	~~$5,466~~	~~$5,603~~	~~$5,743~~	~~$5,886~~	~~$6,180~~
~~Communications Dispatcher Trainee~~	~~33~~	~~$3,992~~	~~$4,092~~	~~$4,194~~	~~$4,299~~	~~$4,407~~	~~$4,517~~	~~$4,630~~	~~$4,746~~	~~$4,864~~	~~$5,108~~
~~Community Communications Coordinator~~	~~18~~	~~$4,657~~	~~$4,773~~	~~$4,893~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,400~~	~~$5,535~~	~~$5,674~~	~~$5,958~~
~~Community Service Officer~~	~~45~~	~~$3,839~~	~~$3,935~~	~~$4,033~~	~~$4,134~~	~~$4,237~~	~~$4,343~~	~~$4,452~~	~~$4,563~~	~~$4,677~~	~~$4,911~~
~~Consumer Service Representative~~	~~23~~	~~$4,317~~	~~$4,425~~	~~$4,535~~	~~$4,649~~	~~$4,765~~	~~$4,884~~	~~$5,006~~	~~$5,131~~	~~$5,260~~	~~$5,523~~
~~Crew Leader~~	~~29~~	~~$4,565~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,164~~	~~$5,294~~	~~$5,426~~	~~$5,562~~	~~$5,840~~
~~Cross Connection Control Inspector~~	~~40~~	~~$5,378~~	~~$5,513~~	~~$5,651~~	~~$5,792~~	~~$5,937~~	~~$6,085~~	~~$6,237~~	~~$6,393~~	~~$6,553~~	~~$6,881~~
~~Dial-A-Ride Dispatcher~~	~~45~~	~~$3,839~~	~~$3,935~~	~~$4,033~~	~~$4,134~~	~~$4,237~~	~~$4,343~~	~~$4,452~~	~~$4,563~~	~~$4,677~~	~~$4,911~~
~~Dial-A-Ride Driver~~	~~17~~	~~$2,588~~	~~$2,653~~	~~$2,719~~	~~$2,787~~	~~$2,857~~	~~$2,929~~	~~$3,002~~	~~$3,077~~	~~$3,154~~	~~$3,311~~
~~Economic Development Specialist~~	~~16~~	~~$5,685~~	~~$5,827~~	~~$5,973~~	~~$6,122~~	~~$6,276~~	~~$6,432~~	~~$6,593~~	~~$6,758~~	~~$6,927~~	~~$7,273~~
~~Electrician~~	~~13~~	~~$4,941~~	~~$5,064~~	~~$5,191~~	~~$5,321~~	~~$5,454~~	~~$5,590~~	~~$5,730~~	~~$5,873~~	~~$6,020~~	~~$6,321~~
~~Equipment Mechanic~~	~~29~~	~~$4,565~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,164~~	~~$5,294~~	~~$5,426~~	~~$5,562~~	~~$5,840~~
~~Equipment Service Specialist~~	~~22~~	~~$3,853~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,253~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,695~~	~~$4,930~~
~~Evidence Officer~~	~~44~~	~~$4,145~~	~~$4,248~~	~~$4,355~~	~~$4,463~~	~~$4,575~~	~~$4,689~~	~~$4,807~~	~~$4,927~~	~~$5,050~~	~~$5,302~~
~~Fire Prevention Permit Technician~~	~~10~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,013~~	~~$5,138~~	~~$5,395~~
~~Fire Safety Specialist~~	~~15~~	~~$5,548~~	~~$5,687~~	~~$5,829~~	~~$5,975~~	~~$6,124~~	~~$6,278~~	~~$6,435~~	~~$6,595~~	~~$6,760~~	~~$7,098~~

~~**FY 2020-2021**~~
~~Effective date: 07/01/2020~~
~~Salary Increase 1.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Irrigation Specialist~~	~~22~~	~~$3,853~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,253~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,695~~	~~$4,930~~
~~Jailer~~	~~3~~	~~$4,058~~	~~$4,159~~	~~$4,263~~	~~$4,370~~	~~$4,479~~	~~$4,591~~	~~$4,706~~	~~$4,823~~	~~$4,944~~	~~$5,191~~
~~Janitor~~	~~17~~	~~$2,588~~	~~$2,653~~	~~$2,719~~	~~$2,787~~	~~$2,857~~	~~$2,929~~	~~$3,002~~	~~$3,077~~	~~$3,154~~	~~$3,311~~
~~Lead Equipment Mechanic~~	~~38~~	~~$5,250~~	~~$5,381~~	~~$5,516~~	~~$5,654~~	~~$5,795~~	~~$5,940~~	~~$6,088~~	~~$6,240~~	~~$6,396~~	~~$6,715~~
~~Librarian~~	~~14~~	~~$5,235~~	~~$5,366~~	~~$5,500~~	~~$5,638~~	~~$5,779~~	~~$5,923~~	~~$6,071~~	~~$6,223~~	~~$6,379~~	~~$6,698~~
~~Library Circulation Service Supervisor~~	~~9~~	~~$4,023~~	~~$4,124~~	~~$4,227~~	~~$4,333~~	~~$4,441~~	~~$4,552~~	~~$4,666~~	~~$4,783~~	~~$4,902~~	~~$5,147~~
~~Library Clerk~~	~~6~~	~~$3,525~~	~~$3,613~~	~~$3,703~~	~~$3,796~~	~~$3,891~~	~~$3,988~~	~~$4,088~~	~~$4,190~~	~~$4,295~~	~~$4,509~~
~~Library Technician~~	~~9~~	~~$4,023~~	~~$4,124~~	~~$4,227~~	~~$4,333~~	~~$4,441~~	~~$4,552~~	~~$4,666~~	~~$4,783~~	~~$4,902~~	~~$5,147~~
~~Maintenance Worker~~	~~20~~	~~$3,668~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,692~~
~~Management Aide~~	~~28~~	~~$4,457~~	~~$4,569~~	~~$4,682~~	~~$4,799~~	~~$4,919~~	~~$5,043~~	~~$5,169~~	~~$5,297~~	~~$5,430~~	~~$5,701~~
~~Management Analyst~~	~~36~~	~~$5,053~~	~~$5,180~~	~~$5,308~~	~~$5,441~~	~~$5,577~~	~~$5,716~~	~~$5,859~~	~~$6,006~~	~~$6,156~~	~~$6,464~~
~~Park Maintenance Crew Leader~~	~~29~~	~~$4,565~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,164~~	~~$5,294~~	~~$5,426~~	~~$5,562~~	~~$5,840~~
~~Park Maintenance Lead Worker~~	~~26~~	~~$4,244~~	~~$4,350~~	~~$4,459~~	~~$4,571~~	~~$4,685~~	~~$4,802~~	~~$4,922~~	~~$5,045~~	~~$5,171~~	~~$5,430~~
~~Park Maintenance Worker~~	~~20~~	~~$3,668~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,692~~
~~Permit Technician I~~	~~10~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,013~~	~~$5,138~~	~~$5,395~~
~~Permit Technician II~~	~~12~~	~~$4,680~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,427~~	~~$5,563~~	~~$5,702~~	~~$5,987~~
~~Plan Checker~~	~~41~~	~~$6,270~~	~~$6,427~~	~~$6,587~~	~~$6,752~~	~~$6,921~~	~~$7,094~~	~~$7,271~~	~~$7,453~~	~~$7,639~~	~~$8,021~~
~~Police Clerk~~	~~4~~	~~$3,563~~	~~$3,652~~	~~$3,744~~	~~$3,837~~	~~$3,933~~	~~$4,031~~	~~$4,132~~	~~$4,235~~	~~$4,341~~	~~$4,558~~
~~Police Officer Recruit~~	~~1S(1)~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~	~~$4,641~~
~~Police Records Management Technician~~	~~12~~	~~$4,680~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,427~~	~~$5,563~~	~~$5,702~~	~~$5,987~~
~~Pool Maintenance Worker~~	~~20~~	~~$3,668~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,692~~
~~Program Coordinator~~	~~11~~	~~$4,435~~	~~$4,546~~	~~$4,660~~	~~$4,776~~	~~$4,895~~	~~$5,018~~	~~$5,143~~	~~$5,272~~	~~$5,404~~	~~$5,674~~
~~Public Works Inspector~~	~~35~~	~~$5,238~~	~~$5,369~~	~~$5,504~~	~~$5,641~~	~~$5,782~~	~~$5,927~~	~~$6,075~~	~~$6,227~~	~~$6,383~~	~~$6,702~~
~~Public Works Technician~~	~~11~~	~~$4,435~~	~~$4,546~~	~~$4,660~~	~~$4,776~~	~~$4,895~~	~~$5,018~~	~~$5,143~~	~~$5,272~~	~~$5,404~~	~~$5,674~~
~~Secretary (non-conf)~~	~~10~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,013~~	~~$5,138~~	~~$5,395~~
~~Senior Account Clerk (non-conf)~~	~~10~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,013~~	~~$5,138~~	~~$5,395~~
~~Senior Clerk Typist (non-conf)~~	~~6~~	~~$3,525~~	~~$3,613~~	~~$3,703~~	~~$3,796~~	~~$3,891~~	~~$3,988~~	~~$4,088~~	~~$4,190~~	~~$4,295~~	~~$4,509~~
~~Senior Library Clerk~~	~~8~~	~~$3,845~~	~~$3,941~~	~~$4,040~~	~~$4,141~~	~~$4,244~~	~~$4,350~~	~~$4,459~~	~~$4,571~~	~~$4,685~~	~~$4,919~~
~~Senior Maintenance Worker~~	~~33~~	~~$3,992~~	~~$4,092~~	~~$4,194~~	~~$4,299~~	~~$4,407~~	~~$4,517~~	~~$4,630~~	~~$4,746~~	~~$4,864~~	~~$5,108~~
~~Senior Management Analyst~~	~~43~~	~~$5,943~~	~~$6,092~~	~~$6,244~~	~~$6,400~~	~~$6,560~~	~~$6,724~~	~~$6,893~~	~~$7,065~~	~~$7,242~~	~~$7,604~~
~~Senior Water Production System Operator~~	~~40~~	~~$5,378~~	~~$5,513~~	~~$5,651~~	~~$5,792~~	~~$5,937~~	~~$6,085~~	~~$6,237~~	~~$6,393~~	~~$6,553~~	~~$6,881~~
~~Support Services Supervisor~~	~~15~~	~~$5,548~~	~~$5,687~~	~~$5,829~~	~~$5,975~~	~~$6,124~~	~~$6,278~~	~~$6,435~~	~~$6,595~~	~~$6,760~~	~~$7,098~~
~~Water Distribution Crew Supervisor~~	~~40~~	~~$5,378~~	~~$5,513~~	~~$5,651~~	~~$5,792~~	~~$5,937~~	~~$6,085~~	~~$6,237~~	~~$6,393~~	~~$6,553~~	~~$6,881~~
~~Water Distribution Lead Worker~~	~~27~~	~~$4,641~~	~~$4,757~~	~~$4,876~~	~~$4,998~~	~~$5,123~~	~~$5,251~~	~~$5,383~~	~~$5,517~~	~~$5,655~~	~~$5,938~~
~~Water Production System Operator~~	~~27~~	~~$4,641~~	~~$4,757~~	~~$4,876~~	~~$4,998~~	~~$5,123~~	~~$5,251~~	~~$5,383~~	~~$5,517~~	~~$5,655~~	~~$5,938~~
~~Water Utility Maintenance Worker~~	~~21~~	~~$3,918~~	~~$4,016~~	~~$4,116~~	~~$4,219~~	~~$4,324~~	~~$4,433~~	~~$4,543~~	~~$4,657~~	~~$4,773~~	~~$5,012~~

~~SEIU 2021–22 SALARY TABLE~~

~~The following salary tables are effective the first full pay period following July 1, 2021:~~

~~**FY 2021-2022**~~
~~Effective date: 07/01/2021~~
~~Salary Increase 1.50%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Account Clerk~~	~~6~~	~~$3,578~~	~~$3,667~~	~~$3,759~~	~~$3,853~~	~~$3,949~~	~~$4,048~~	~~$4,149~~	~~$4,253~~	~~$4,359~~	~~$4,577~~
~~Accountant~~	~~34~~	~~$5,161~~	~~$5,290~~	~~$5,423~~	~~$5,558~~	~~$5,697~~	~~$5,840~~	~~$5,986~~	~~$6,135~~	~~$6,289~~	~~$6,603~~
~~Administrative Aide~~	~~11~~	~~$4,502~~	~~$4,614~~	~~$4,729~~	~~$4,848~~	~~$4,969~~	~~$5,093~~	~~$5,220~~	~~$5,351~~	~~$5,485~~	~~$5,759~~
~~Animal Services Officer~~	~~8~~	~~$3,903~~	~~$4,000~~	~~$4,100~~	~~$4,203~~	~~$4,308~~	~~$4,416~~	~~$4,526~~	~~$4,639~~	~~$4,755~~	~~$4,993~~
~~Animal Services Supervisor~~	~~13~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,401~~	~~$5,536~~	~~$5,674~~	~~$5,816~~	~~$5,961~~	~~$6,110~~	~~$6,416~~
~~Assistant Deputy City Clerk~~	~~39~~	~~$4,708~~	~~$4,826~~	~~$4,946~~	~~$5,070~~	~~$5,197~~	~~$5,327~~	~~$5,460~~	~~$5,596~~	~~$5,736~~	~~$6,024~~
~~Assistant Planner~~	~~14~~	~~$5,314~~	~~$5,447~~	~~$5,583~~	~~$5,723~~	~~$5,866~~	~~$6,012~~	~~$6,163~~	~~$6,317~~	~~$6,474~~	~~$6,798~~
~~Associate Planner~~	~~43~~	~~$6,033~~	~~$6,183~~	~~$6,338~~	~~$6,496~~	~~$6,659~~	~~$6,825~~	~~$6,996~~	~~$7,171~~	~~$7,350~~	~~$7,718~~
~~Auto Shop Technician~~	~~22~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,649~~	~~$4,765~~	~~$5,004~~
~~Building Inspector~~	~~42~~	~~$5,944~~	~~$6,093~~	~~$6,245~~	~~$6,401~~	~~$6,561~~	~~$6,725~~	~~$6,893~~	~~$7,066~~	~~$7,242~~	~~$7,605~~
~~Building Trades Technician~~	~~29~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,507~~	~~$5,645~~	~~$5,927~~
~~Child Care Assistant~~	~~6~~	~~$3,578~~	~~$3,667~~	~~$3,759~~	~~$3,853~~	~~$3,949~~	~~$4,048~~	~~$4,149~~	~~$4,253~~	~~$4,359~~	~~$4,577~~

~~**FY 2021-2022**~~
~~Effective date: 07/01/2021~~
~~Salary Increase 1.50%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Child Care Coordinator~~	~~11~~	~~$4,502~~	~~$4,614~~	~~$4,729~~	~~$4,848~~	~~$4,969~~	~~$5,093~~	~~$5,220~~	~~$5,351~~	~~$5,485~~	~~$5,759~~
~~Civil Engineering Assistant~~	~~16~~	~~$5,771~~	~~$5,915~~	~~$6,063~~	~~$6,214~~	~~$6,370~~	~~$6,529~~	~~$6,692~~	~~$6,859~~	~~$7,031~~	~~$7,382~~
~~Civil Engineering Technician~~	~~13~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,401~~	~~$5,536~~	~~$5,674~~	~~$5,816~~	~~$5,961~~	~~$6,110~~	~~$6,416~~
~~Code Enforcement Officer~~	~~12~~	~~$4,750~~	~~$4,869~~	~~$4,990~~	~~$5,115~~	~~$5,243~~	~~$5,374~~	~~$5,508~~	~~$5,646~~	~~$5,787~~	~~$6,077~~
~~Communication Dispatcher~~	~~37~~	~~$4,904~~	~~$5,026~~	~~$5,152~~	~~$5,281~~	~~$5,413~~	~~$5,548~~	~~$5,687~~	~~$5,829~~	~~$5,974~~	~~$6,273~~
~~Communications Dispatcher Trainee~~	~~33~~	~~$4,052~~	~~$4,154~~	~~$4,257~~	~~$4,364~~	~~$4,473~~	~~$4,585~~	~~$4,699~~	~~$4,817~~	~~$4,937~~	~~$5,184~~
~~Community Communications Coordinator~~	~~18~~	~~$4,727~~	~~$4,845~~	~~$4,966~~	~~$5,090~~	~~$5,217~~	~~$5,348~~	~~$5,481~~	~~$5,619~~	~~$5,759~~	~~$6,047~~
~~Community Service Officer~~	~~45~~	~~$3,897~~	~~$3,994~~	~~$4,094~~	~~$4,196~~	~~$4,301~~	~~$4,409~~	~~$4,519~~	~~$4,632~~	~~$4,748~~	~~$4,985~~
~~Consumer Service Representative~~	~~23~~	~~$4,382~~	~~$4,491~~	~~$4,603~~	~~$4,719~~	~~$4,836~~	~~$4,957~~	~~$5,081~~	~~$5,208~~	~~$5,339~~	~~$5,605~~
~~Crew Leader~~	~~29~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,507~~	~~$5,645~~	~~$5,927~~
~~Cross Connection Control Inspector~~	~~40~~	~~$5,459~~	~~$5,596~~	~~$5,735~~	~~$5,879~~	~~$6,026~~	~~$6,177~~	~~$6,331~~	~~$6,489~~	~~$6,651~~	~~$6,984~~
~~Dial-A-Ride Dispatcher~~	~~45~~	~~$3,897~~	~~$3,994~~	~~$4,094~~	~~$4,196~~	~~$4,301~~	~~$4,409~~	~~$4,519~~	~~$4,632~~	~~$4,748~~	~~$4,985~~
~~Dial-A-Ride Driver~~	~~17~~	~~$2,627~~	~~$2,693~~	~~$2,760~~	~~$2,829~~	~~$2,900~~	~~$2,972~~	~~$3,047~~	~~$3,123~~	~~$3,201~~	~~$3,361~~
~~Economic Development Specialist~~	~~16~~	~~$5,771~~	~~$5,915~~	~~$6,063~~	~~$6,214~~	~~$6,370~~	~~$6,529~~	~~$6,692~~	~~$6,859~~	~~$7,031~~	~~$7,382~~
~~Electrician~~	~~13~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,401~~	~~$5,536~~	~~$5,674~~	~~$5,816~~	~~$5,961~~	~~$6,110~~	~~$6,416~~
~~Equipment Mechanic~~	~~29~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,507~~	~~$5,645~~	~~$5,927~~
~~Equipment Service Specialist~~	~~22~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,649~~	~~$4,765~~	~~$5,004~~
~~Evidence Officer~~	~~44~~	~~$4,207~~	~~$4,312~~	~~$4,420~~	~~$4,530~~	~~$4,644~~	~~$4,760~~	~~$4,879~~	~~$5,001~~	~~$5,126~~	~~$5,382~~
~~Fire Prevention Permit Technician~~	~~10~~	~~$4,281~~	~~$4,388~~	~~$4,497~~	~~$4,610~~	~~$4,725~~	~~$4,843~~	~~$4,964~~	~~$5,088~~	~~$5,215~~	~~$5,476~~
~~Fire Safety Specialist~~	~~15~~	~~$5,632~~	~~$5,772~~	~~$5,917~~	~~$6,065~~	~~$6,216~~	~~$6,372~~	~~$6,531~~	~~$6,694~~	~~$6,862~~	~~$7,205~~
~~Irrigation Specialist~~	~~22~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,649~~	~~$4,765~~	~~$5,004~~
~~Jailer~~	~~3~~	~~$4,119~~	~~$4,222~~	~~$4,327~~	~~$4,435~~	~~$4,546~~	~~$4,660~~	~~$4,776~~	~~$4,896~~	~~$5,018~~	~~$5,269~~
~~Janitor~~	~~17~~	~~$2,627~~	~~$2,693~~	~~$2,760~~	~~$2,829~~	~~$2,900~~	~~$2,972~~	~~$3,047~~	~~$3,123~~	~~$3,201~~	~~$3,361~~
~~Lead Equipment Mechanic~~	~~38~~	~~$5,329~~	~~$5,462~~	~~$5,598~~	~~$5,738~~	~~$5,882~~	~~$6,029~~	~~$6,180~~	~~$6,334~~	~~$6,492~~	~~$6,816~~
~~Librarian~~	~~14~~	~~$5,314~~	~~$5,447~~	~~$5,583~~	~~$5,723~~	~~$5,866~~	~~$6,012~~	~~$6,163~~	~~$6,317~~	~~$6,474~~	~~$6,798~~
~~Library Circulation Service Supervisor~~	~~9~~	~~$4,084~~	~~$4,186~~	~~$4,291~~	~~$4,398~~	~~$4,508~~	~~$4,620~~	~~$4,736~~	~~$4,854~~	~~$4,976~~	~~$5,225~~
~~Library Clerk~~	~~6~~	~~$3,578~~	~~$3,667~~	~~$3,759~~	~~$3,853~~	~~$3,949~~	~~$4,048~~	~~$4,149~~	~~$4,253~~	~~$4,359~~	~~$4,577~~
~~Library Technician~~	~~9~~	~~$4,084~~	~~$4,186~~	~~$4,291~~	~~$4,398~~	~~$4,508~~	~~$4,620~~	~~$4,736~~	~~$4,854~~	~~$4,976~~	~~$5,225~~
~~Maintenance Worker~~	~~20~~	~~$3,723~~	~~$3,816~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,763~~
~~Management Aide~~	~~28~~	~~$4,523~~	~~$4,638~~	~~$4,752~~	~~$4,871~~	~~$4,992~~	~~$5,119~~	~~$5,246~~	~~$5,377~~	~~$5,511~~	~~$5,787~~
~~Management Analyst~~	~~36~~	~~$5,129~~	~~$5,257~~	~~$5,388~~	~~$5,523~~	~~$5,660~~	~~$5,802~~	~~$5,947~~	~~$6,096~~	~~$6,248~~	~~$6,561~~
~~Park Maintenance Crew Leader~~	~~29~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,507~~	~~$5,645~~	~~$5,927~~
~~Park Maintenance Lead Worker~~	~~26~~	~~$4,308~~	~~$4,416~~	~~$4,526~~	~~$4,639~~	~~$4,755~~	~~$4,874~~	~~$4,996~~	~~$5,121~~	~~$5,249~~	~~$5,511~~
~~Park Maintenance Worker~~	~~20~~	~~$3,723~~	~~$3,816~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,763~~
~~Permit Technician I~~	~~10~~	~~$4,281~~	~~$4,388~~	~~$4,497~~	~~$4,610~~	~~$4,725~~	~~$4,843~~	~~$4,964~~	~~$5,088~~	~~$5,215~~	~~$5,476~~
~~Permit Technician II~~	~~12~~	~~$4,750~~	~~$4,869~~	~~$4,990~~	~~$5,115~~	~~$5,243~~	~~$5,374~~	~~$5,508~~	~~$5,646~~	~~$5,787~~	~~$6,077~~
~~Plan Checker~~	~~41~~	~~$6,364~~	~~$6,523~~	~~$6,686~~	~~$6,853~~	~~$7,025~~	~~$7,200~~	~~$7,380~~	~~$7,565~~	~~$7,754~~	~~$8,142~~
~~Police Clerk~~	~~4~~	~~$3,617~~	~~$3,707~~	~~$3,800~~	~~$3,895~~	~~$3,992~~	~~$4,092~~	~~$4,194~~	~~$4,299~~	~~$4,407~~	~~$4,627~~
~~Police Officer Recruit~~	~~15(1)~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~	~~$4,711~~
~~Police Records Management Technician~~	~~12~~	~~$4,750~~	~~$4,869~~	~~$4,990~~	~~$5,115~~	~~$5,243~~	~~$5,374~~	~~$5,508~~	~~$5,646~~	~~$5,787~~	~~$6,077~~
~~Pool Maintenance Worker~~	~~20~~	~~$3,723~~	~~$3,816~~	~~$3,911~~	~~$4,009~~	~~$4,109~~	~~$4,212~~	~~$4,317~~	~~$4,425~~	~~$4,536~~	~~$4,763~~
~~Program Coordinator~~	~~11~~	~~$4,502~~	~~$4,614~~	~~$4,729~~	~~$4,848~~	~~$4,969~~	~~$5,093~~	~~$5,220~~	~~$5,351~~	~~$5,485~~	~~$5,759~~
~~Public Works Inspector~~	~~35~~	~~$5,317~~	~~$5,450~~	~~$5,586~~	~~$5,726~~	~~$5,869~~	~~$6,016~~	~~$6,166~~	~~$6,320~~	~~$6,478~~	~~$6,802~~
~~Public Works Technician~~	~~11~~	~~$4,502~~	~~$4,614~~	~~$4,729~~	~~$4,848~~	~~$4,969~~	~~$5,093~~	~~$5,220~~	~~$5,351~~	~~$5,485~~	~~$5,759~~
~~Secretary (non-conf)~~	~~10~~	~~$4,281~~	~~$4,388~~	~~$4,497~~	~~$4,610~~	~~$4,725~~	~~$4,843~~	~~$4,964~~	~~$5,088~~	~~$5,215~~	~~$5,476~~
~~Senior Account Clerk (non-conf)~~	~~10~~	~~$4,281~~	~~$4,388~~	~~$4,497~~	~~$4,610~~	~~$4,725~~	~~$4,843~~	~~$4,964~~	~~$5,088~~	~~$5,215~~	~~$5,476~~
~~Senior Clerk Typist (non-conf)~~	~~6~~	~~$3,578~~	~~$3,667~~	~~$3,759~~	~~$3,853~~	~~$3,949~~	~~$4,048~~	~~$4,149~~	~~$4,253~~	~~$4,359~~	~~$4,577~~
~~Senior Library Clerk~~	~~8~~	~~$3,903~~	~~$4,000~~	~~$4,100~~	~~$4,203~~	~~$4,308~~	~~$4,416~~	~~$4,526~~	~~$4,639~~	~~$4,755~~	~~$4,993~~
~~Senior Maintenance Worker~~	~~33~~	~~$4,052~~	~~$4,154~~	~~$4,257~~	~~$4,364~~	~~$4,473~~	~~$4,585~~	~~$4,699~~	~~$4,817~~	~~$4,937~~	~~$5,184~~
~~Senior Management Analyst~~	~~43~~	~~$6,033~~	~~$6,183~~	~~$6,338~~	~~$6,496~~	~~$6,659~~	~~$6,825~~	~~$6,996~~	~~$7,171~~	~~$7,350~~	~~$7,718~~
~~Senior Water Production System Operator~~	~~40~~	~~$5,459~~	~~$5,596~~	~~$5,735~~	~~$5,879~~	~~$6,026~~	~~$6,177~~	~~$6,331~~	~~$6,489~~	~~$6,651~~	~~$6,984~~
~~Support Services Supervisor~~	~~15~~	~~$5,632~~	~~$5,772~~	~~$5,917~~	~~$6,065~~	~~$6,216~~	~~$6,372~~	~~$6,531~~	~~$6,694~~	~~$6,862~~	~~$7,205~~
~~Water Distribution Crew Supervisor~~	~~40~~	~~$5,459~~	~~$5,596~~	~~$5,735~~	~~$5,879~~	~~$6,026~~	~~$6,177~~	~~$6,331~~	~~$6,489~~	~~$6,651~~	~~$6,984~~
~~Water Distribution Lead Worker~~	~~27~~	~~$4,711~~	~~$4,829~~	~~$4,949~~	~~$5,073~~	~~$5,200~~	~~$5,330~~	~~$5,463~~	~~$5,600~~	~~$5,740~~	~~$6,027~~

~~**FY 2021-2022**~~
~~Effective date: 07/01/2021~~
~~Salary Increase 1.50%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Water Production System Operator~~	~~27~~	~~$4,711~~	~~$4,829~~	~~$4,949~~	~~$5,073~~	~~$5,200~~	~~$5,330~~	~~$5,463~~	~~$5,600~~	~~$5,740~~	~~$6,027~~
~~Water Utility Maintenance Worker~~	~~21~~	~~$3,976~~	~~$4,076~~	~~$4,178~~	~~$4,282~~	~~$4,389~~	~~$4,499~~	~~$4,612~~	~~$4,727~~	~~$4,845~~	~~$5,087~~

~~SEIU 2022–23 SALARY TABLES~~

~~The following salary tables are effective the first full pay period following July 1, 2022:~~

~~**FY 2022-2023**~~
~~Effective date: 07/01/2022~~
~~Salary Increase 1.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Account Clerk~~	~~6~~	~~$3,613~~	~~$3,704~~	~~$3,796~~	~~$3,891~~	~~$3,989~~	~~$4,088~~	~~$4,191~~	~~$4,295~~	~~$4,403~~	~~$4,623~~
~~Accountant~~	~~34~~	~~$5,213~~	~~$5,343~~	~~$5,477~~	~~$5,614~~	~~$5,754~~	~~$5,898~~	~~$6,045~~	~~$6,197~~	~~$6,351~~	~~$6,669~~
~~Administrative Aide~~	~~11~~	~~$4,547~~	~~$4,660~~	~~$4,777~~	~~$4,896~~	~~$5,019~~	~~$5,144~~	~~$5,273~~	~~$5,404~~	~~$5,540~~	~~$5,817~~
~~Animal Services Officer~~	~~8~~	~~$3,942~~	~~$4,040~~	~~$4,141~~	~~$4,245~~	~~$4,351~~	~~$4,460~~	~~$4,571~~	~~$4,686~~	~~$4,803~~	~~$5,043~~
~~Animal Services Supervisor~~	~~13~~	~~$5,065~~	~~$5,192~~	~~$5,322~~	~~$5,455~~	~~$5,591~~	~~$5,731~~	~~$5,874~~	~~$6,021~~	~~$6,171~~	~~$6,480~~
~~Assistant Deputy City Clerk~~	~~39~~	~~$4,755~~	~~$4,874~~	~~$4,996~~	~~$5,121~~	~~$5,249~~	~~$5,380~~	~~$5,514~~	~~$5,652~~	~~$5,794~~	~~$6,084~~
~~Assistant Planner~~	~~14~~	~~$5,367~~	~~$5,501~~	~~$5,639~~	~~$5,780~~	~~$5,924~~	~~$6,072~~	~~$6,224~~	~~$6,380~~	~~$6,539~~	~~$6,866~~
~~Associate Planner~~	~~43~~	~~$6,093~~	~~$6,245~~	~~$6,401~~	~~$6,561~~	~~$6,725~~	~~$6,894~~	~~$7,066~~	~~$7,243~~	~~$7,424~~	~~$7,795~~
~~Auto Shop Technician~~	~~22~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,696~~	~~$4,813~~	~~$5,054~~
~~Building Inspector~~	~~42~~	~~$6,004~~	~~$6,154~~	~~$6,308~~	~~$6,465~~	~~$6,627~~	~~$6,793~~	~~$6,962~~	~~$7,136~~	~~$7,315~~	~~$7,681~~
~~Building Trades Technician~~	~~29~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,165~~	~~$5,294~~	~~$5,427~~	~~$5,562~~	~~$5,701~~	~~$5,987~~
~~Child Care Assistant~~	~~6~~	~~$3,613~~	~~$3,704~~	~~$3,796~~	~~$3,891~~	~~$3,989~~	~~$4,088~~	~~$4,191~~	~~$4,295~~	~~$4,403~~	~~$4,623~~
~~Child Care Coordinator~~	~~11~~	~~$4,547~~	~~$4,660~~	~~$4,777~~	~~$4,896~~	~~$5,019~~	~~$5,144~~	~~$5,273~~	~~$5,404~~	~~$5,540~~	~~$5,817~~
~~Civil Engineering Assistant~~	~~16~~	~~$5,828~~	~~$5,974~~	~~$6,123~~	~~$6,276~~	~~$6,433~~	~~$6,594~~	~~$6,759~~	~~$6,928~~	~~$7,101~~	~~$7,456~~
~~Civil Engineering Technician~~	~~13~~	~~$5,065~~	~~$5,192~~	~~$5,322~~	~~$5,455~~	~~$5,591~~	~~$5,731~~	~~$5,874~~	~~$6,021~~	~~$6,171~~	~~$6,480~~
~~Code Enforcement Officer~~	~~12~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$6,137~~
~~Communication Dispatcher~~	~~37~~	~~$4,953~~	~~$5,076~~	~~$5,203~~	~~$5,333~~	~~$5,467~~	~~$5,603~~	~~$5,743~~	~~$5,887~~	~~$6,034~~	~~$6,336~~
~~Communications Dispatcher Trainee~~	~~33~~	~~$4,093~~	~~$4,195~~	~~$4,300~~	~~$4,407~~	~~$4,518~~	~~$4,631~~	~~$4,746~~	~~$4,865~~	~~$4,987~~	~~$5,236~~
~~Community Communications Coordinator~~	~~18~~	~~$4,774~~	~~$4,893~~	~~$5,016~~	~~$5,141~~	~~$5,270~~	~~$5,401~~	~~$5,536~~	~~$5,675~~	~~$5,817~~	~~$6,107~~
~~Community Service Officer~~	~~45~~	~~$3,935~~	~~$4,034~~	~~$4,135~~	~~$4,238~~	~~$4,344~~	~~$4,453~~	~~$4,564~~	~~$4,678~~	~~$4,795~~	~~$5,035~~
~~Consumer Service Representative~~	~~23~~	~~$4,425~~	~~$4,536~~	~~$4,649~~	~~$4,766~~	~~$4,885~~	~~$5,007~~	~~$5,132~~	~~$5,260~~	~~$5,392~~	~~$5,662~~
~~Crew Leader~~	~~29~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,165~~	~~$5,294~~	~~$5,427~~	~~$5,562~~	~~$5,701~~	~~$5,987~~
~~Cross Connection Control Inspector~~	~~40~~	~~$5,514~~	~~$5,652~~	~~$5,793~~	~~$5,938~~	~~$6,086~~	~~$6,238~~	~~$6,394~~	~~$6,554~~	~~$6,718~~	~~$7,054~~
~~Dial-A-Ride Dispatcher~~	~~45~~	~~$3,935~~	~~$4,034~~	~~$4,135~~	~~$4,238~~	~~$4,344~~	~~$4,453~~	~~$4,564~~	~~$4,678~~	~~$4,795~~	~~$5,035~~
~~Dial-A-Ride Driver~~	~~17~~	~~$2,653~~	~~$2,720~~	~~$2,788~~	~~$2,857~~	~~$2,929~~	~~$3,002~~	~~$3,077~~	~~$3,154~~	~~$3,233~~	~~$3,395~~
~~Economic Development Specialist~~	~~16~~	~~$5,828~~	~~$5,974~~	~~$6,123~~	~~$6,276~~	~~$6,433~~	~~$6,594~~	~~$6,759~~	~~$6,928~~	~~$7,101~~	~~$7,456~~
~~Electrician~~	~~13~~	~~$5,065~~	~~$5,192~~	~~$5,322~~	~~$5,455~~	~~$5,591~~	~~$5,731~~	~~$5,874~~	~~$6,021~~	~~$6,171~~	~~$6,480~~
~~Equipment Mechanic~~	~~29~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,165~~	~~$5,294~~	~~$5,427~~	~~$5,562~~	~~$5,701~~	~~$5,987~~
~~Equipment Service Specialist~~	~~22~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,696~~	~~$4,813~~	~~$5,054~~
~~Evidence Officer~~	~~44~~	~~$4,249~~	~~$4,355~~	~~$4,464~~	~~$4,576~~	~~$4,690~~	~~$4,807~~	~~$4,928~~	~~$5,051~~	~~$5,177~~	~~$5,436~~
~~Fire Prevention Permit Technician~~	~~10~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,656~~	~~$4,772~~	~~$4,892~~	~~$5,014~~	~~$5,139~~	~~$5,268~~	~~$5,531~~
~~Fire Safety Specialist~~	~~15~~	~~$5,688~~	~~$5,830~~	~~$5,976~~	~~$6,125~~	~~$6,279~~	~~$6,435~~	~~$6,596~~	~~$6,761~~	~~$6,930~~	~~$7,277~~
~~Irrigation Specialist~~	~~22~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,360~~	~~$4,469~~	~~$4,581~~	~~$4,696~~	~~$4,813~~	~~$5,054~~
~~Jailer~~	~~3~~	~~$4,160~~	~~$4,264~~	~~$4,370~~	~~$4,480~~	~~$4,592~~	~~$4,706~~	~~$4,824~~	~~$4,945~~	~~$5,068~~	~~$5,322~~
~~Janitor~~	~~17~~	~~$2,653~~	~~$2,720~~	~~$2,788~~	~~$2,857~~	~~$2,929~~	~~$3,002~~	~~$3,077~~	~~$3,154~~	~~$3,233~~	~~$3,395~~
~~Lead Equipment Mechanic~~	~~38~~	~~$5,382~~	~~$5,516~~	~~$5,654~~	~~$5,796~~	~~$5,941~~	~~$6,089~~	~~$6,241~~	~~$6,397~~	~~$6,557~~	~~$6,884~~
~~Librarian~~	~~14~~	~~$5,367~~	~~$5,501~~	~~$5,639~~	~~$5,780~~	~~$5,924~~	~~$6,072~~	~~$6,224~~	~~$6,380~~	~~$6,539~~	~~$6,866~~
~~Library Circulation Service Supervisor~~	~~9~~	~~$4,125~~	~~$4,228~~	~~$4,333~~	~~$4,442~~	~~$4,553~~	~~$4,667~~	~~$4,783~~	~~$4,903~~	~~$5,025~~	~~$5,277~~
~~Library Clerk~~	~~6~~	~~$3,613~~	~~$3,704~~	~~$3,796~~	~~$3,891~~	~~$3,989~~	~~$4,088~~	~~$4,191~~	~~$4,295~~	~~$4,403~~	~~$4,623~~
~~Library Technician~~	~~9~~	~~$4,125~~	~~$4,228~~	~~$4,333~~	~~$4,442~~	~~$4,553~~	~~$4,667~~	~~$4,783~~	~~$4,903~~	~~$5,025~~	~~$5,277~~
~~Maintenance Worker~~	~~20~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,361~~	~~$4,470~~	~~$4,581~~	~~$4,810~~
~~Management Aide~~	~~28~~	~~$4,569~~	~~$4,684~~	~~$4,799~~	~~$4,919~~	~~$5,042~~	~~$5,170~~	~~$5,299~~	~~$5,431~~	~~$5,566~~	~~$5,845~~
~~Management Analyst~~	~~36~~	~~$5,180~~	~~$5,310~~	~~$5,442~~	~~$5,578~~	~~$5,717~~	~~$5,860~~	~~$6,007~~	~~$6,157~~	~~$6,311~~	~~$6,627~~
~~Park Maintenance Crew Leader~~	~~29~~	~~$4,679~~	~~$4,796~~	~~$4,916~~	~~$5,039~~	~~$5,165~~	~~$5,294~~	~~$5,427~~	~~$5,562~~	~~$5,701~~	~~$5,987~~
~~Park Maintenance Lead Worker~~	~~26~~	~~$4,351~~	~~$4,460~~	~~$4,571~~	~~$4,686~~	~~$4,803~~	~~$4,923~~	~~$5,046~~	~~$5,172~~	~~$5,301~~	~~$5,566~~
~~Park Maintenance Worker~~	~~20~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,361~~	~~$4,470~~	~~$4,581~~	~~$4,810~~

~~**FY 2022-2023**~~
~~Effective date: 07/01/2022~~
~~Salary Increase 1.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Permit Technician I~~	~~10~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,656~~	~~$4,772~~	~~$4,892~~	~~$5,014~~	~~$5,139~~	~~$5,268~~	~~$5,531~~
~~Permit Technician II~~	~~12~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$6,137~~
~~Plan Checker~~	~~41~~	~~$6,428~~	~~$6,588~~	~~$6,753~~	~~$6,922~~	~~$7,095~~	~~$7,272~~	~~$7,454~~	~~$7,641~~	~~$7,832~~	~~$8,223~~
~~Police Clerk~~	~~4~~	~~$3,653~~	~~$3,744~~	~~$3,838~~	~~$3,934~~	~~$4,032~~	~~$4,133~~	~~$4,236~~	~~$4,342~~	~~$4,451~~	~~$4,673~~
~~Police Officer Recruit~~	~~1S(1)~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~	~~$4,758~~
~~Police Records Management Technician~~	~~12~~	~~$4,797~~	~~$4,917~~	~~$5,040~~	~~$5,166~~	~~$5,295~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$6,137~~
~~Pool Maintenance Worker~~	~~20~~	~~$3,760~~	~~$3,854~~	~~$3,950~~	~~$4,049~~	~~$4,150~~	~~$4,254~~	~~$4,361~~	~~$4,470~~	~~$4,581~~	~~$4,810~~
~~Program Coordinator~~	~~11~~	~~$4,547~~	~~$4,660~~	~~$4,777~~	~~$4,896~~	~~$5,019~~	~~$5,144~~	~~$5,273~~	~~$5,404~~	~~$5,540~~	~~$5,817~~
~~Public Works Inspector~~	~~35~~	~~$5,370~~	~~$5,504~~	~~$5,642~~	~~$5,783~~	~~$5,928~~	~~$6,076~~	~~$6,228~~	~~$6,384~~	~~$6,543~~	~~$6,870~~
~~Public Works Technician~~	~~11~~	~~$4,547~~	~~$4,660~~	~~$4,777~~	~~$4,896~~	~~$5,019~~	~~$5,144~~	~~$5,273~~	~~$5,404~~	~~$5,540~~	~~$5,817~~
~~Secretary (non-conf)~~	~~10~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,656~~	~~$4,772~~	~~$4,892~~	~~$5,014~~	~~$5,139~~	~~$5,268~~	~~$5,531~~
~~Senior Account Clerk (non-conf)~~	~~10~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,656~~	~~$4,772~~	~~$4,892~~	~~$5,014~~	~~$5,139~~	~~$5,268~~	~~$5,531~~
~~Senior Clerk Typist (non-conf)~~	~~6~~	~~$3,613~~	~~$3,704~~	~~$3,796~~	~~$3,891~~	~~$3,989~~	~~$4,088~~	~~$4,191~~	~~$4,295~~	~~$4,403~~	~~$4,623~~
~~Senior Library Clerk~~	~~8~~	~~$3,942~~	~~$4,040~~	~~$4,141~~	~~$4,245~~	~~$4,351~~	~~$4,460~~	~~$4,571~~	~~$4,686~~	~~$4,803~~	~~$5,043~~
~~Senior Maintenance Worker~~	~~33~~	~~$4,093~~	~~$4,195~~	~~$4,300~~	~~$4,407~~	~~$4,518~~	~~$4,631~~	~~$4,746~~	~~$4,865~~	~~$4,987~~	~~$5,236~~
~~Senior Management Analyst~~	~~43~~	~~$6,093~~	~~$6,245~~	~~$6,401~~	~~$6,561~~	~~$6,725~~	~~$6,894~~	~~$7,066~~	~~$7,243~~	~~$7,424~~	~~$7,795~~
~~Senior Water Production System Operator~~	~~40~~	~~$5,514~~	~~$5,652~~	~~$5,793~~	~~$5,938~~	~~$6,086~~	~~$6,238~~	~~$6,394~~	~~$6,554~~	~~$6,718~~	~~$7,054~~
~~Support Services Supervisor~~	~~15~~	~~$5,688~~	~~$5,830~~	~~$5,976~~	~~$6,125~~	~~$6,279~~	~~$6,435~~	~~$6,596~~	~~$6,761~~	~~$6,930~~	~~$7,277~~
~~Water Distribution Crew Supervisor~~	~~40~~	~~$5,514~~	~~$5,652~~	~~$5,793~~	~~$5,938~~	~~$6,086~~	~~$6,238~~	~~$6,394~~	~~$6,554~~	~~$6,718~~	~~$7,054~~
~~Water Distribution Lead Worker~~	~~27~~	~~$4,758~~	~~$4,877~~	~~$4,999~~	~~$5,124~~	~~$5,252~~	~~$5,383~~	~~$5,518~~	~~$5,656~~	~~$5,797~~	~~$6,087~~
~~Water Production System Operator~~	~~27~~	~~$4,758~~	~~$4,877~~	~~$4,999~~	~~$5,124~~	~~$5,252~~	~~$5,383~~	~~$5,518~~	~~$5,656~~	~~$5,797~~	~~$6,087~~
~~Water Utility Maintenance Worker~~	~~21~~	~~$4,016~~	~~$4,117~~	~~$4,220~~	~~$4,325~~	~~$4,433~~	~~$4,544~~	~~$4,658~~	~~$4,774~~	~~$4,893~~	~~$5,138~~

~~The following salary tables are effective the first full pay period following January 1, 2023:~~

~~**FY 2022-2023**~~
~~Effective date: 01/01/2023~~
~~Salary Increase 2.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Account Clerk~~	~~6~~	~~$3,686~~	~~$3,778~~	~~$3,872~~	~~$3,969~~	~~$4,068~~	~~$4,170~~	~~$4,274~~	~~$4,381~~	~~$4,491~~	~~$4,715~~
~~Accountant~~	~~34~~	~~$5,317~~	~~$5,450~~	~~$5,586~~	~~$5,726~~	~~$5,869~~	~~$6,016~~	~~$6,166~~	~~$6,320~~	~~$6,479~~	~~$6,802~~
~~Administrative Aide~~	~~11~~	~~$4,638~~	~~$4,753~~	~~$4,872~~	~~$4,994~~	~~$5,119~~	~~$5,247~~	~~$5,378~~	~~$5,513~~	~~$5,650~~	~~$5,933~~
~~Animal Services Officer~~	~~8~~	~~$4,021~~	~~$4,121~~	~~$4,224~~	~~$4,330~~	~~$4,438~~	~~$4,549~~	~~$4,663~~	~~$4,779~~	~~$4,899~~	~~$5,144~~
~~Animal Services Supervisor~~	~~13~~	~~$5,167~~	~~$5,296~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$5,992~~	~~$6,141~~	~~$6,295~~	~~$6,610~~
~~Assistant Deputy City Clerk~~	~~39~~	~~$4,850~~	~~$4,971~~	~~$5,096~~	~~$5,223~~	~~$5,354~~	~~$5,488~~	~~$5,625~~	~~$5,765~~	~~$5,909~~	~~$6,206~~
~~Assistant Planner~~	~~14~~	~~$5,474~~	~~$5,611~~	~~$5,752~~	~~$5,895~~	~~$6,043~~	~~$6,194~~	~~$6,349~~	~~$6,507~~	~~$6,670~~	~~$7,004~~
~~Associate Planner~~	~~43~~	~~$6,215~~	~~$6,370~~	~~$6,529~~	~~$6,693~~	~~$6,860~~	~~$7,031~~	~~$7,207~~	~~$7,387~~	~~$7,572~~	~~$7,951~~
~~Auto Shop Technician~~	~~22~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,790~~	~~$4,909~~	~~$5,155~~
~~Building Inspector~~	~~42~~	~~$6,124~~	~~$6,277~~	~~$6,434~~	~~$6,595~~	~~$6,759~~	~~$6,928~~	~~$7,102~~	~~$7,279~~	~~$7,461~~	~~$7,834~~
~~Building Trades Technician~~	~~29~~	~~$4,773~~	~~$4,892~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,400~~	~~$5,535~~	~~$5,674~~	~~$5,815~~	~~$6,106~~
~~Child Care Assistant~~	~~6~~	~~$3,686~~	~~$3,778~~	~~$3,872~~	~~$3,969~~	~~$4,068~~	~~$4,170~~	~~$4,274~~	~~$4,381~~	~~$4,491~~	~~$4,715~~
~~Child Care Coordinator~~	~~11~~	~~$4,638~~	~~$4,753~~	~~$4,872~~	~~$4,994~~	~~$5,119~~	~~$5,247~~	~~$5,378~~	~~$5,513~~	~~$5,650~~	~~$5,933~~
~~Civil Engineering Assistant~~	~~16~~	~~$5,945~~	~~$6,093~~	~~$6,246~~	~~$6,402~~	~~$6,562~~	~~$6,726~~	~~$6,894~~	~~$7,067~~	~~$7,243~~	~~$7,605~~
~~Civil Engineering Technician~~	~~13~~	~~$5,167~~	~~$5,296~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$5,992~~	~~$6,141~~	~~$6,295~~	~~$6,610~~
~~Code Enforcement Officer~~	~~12~~	~~$4,893~~	~~$5,016~~	~~$5,141~~	~~$5,270~~	~~$5,401~~	~~$5,536~~	~~$5,675~~	~~$5,817~~	~~$5,962~~	~~$6,260~~
~~Communication Dispatcher~~	~~37~~	~~$5,052~~	~~$5,178~~	~~$5,307~~	~~$5,440~~	~~$5,576~~	~~$5,715~~	~~$5,858~~	~~$6,005~~	~~$6,155~~	~~$6,463~~
~~Communications Dispatcher Trainee~~	~~33~~	~~$4,175~~	~~$4,279~~	~~$4,386~~	~~$4,496~~	~~$4,608~~	~~$4,723~~	~~$4,841~~	~~$4,962~~	~~$5,086~~	~~$5,341~~
~~Community Communications Coordinator~~	~~18~~	~~$4,869~~	~~$4,991~~	~~$5,116~~	~~$5,244~~	~~$5,375~~	~~$5,509~~	~~$5,647~~	~~$5,788~~	~~$5,933~~	~~$6,230~~
~~Community Service Officer~~	~~45~~	~~$4,014~~	~~$4,115~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,135~~
~~Consumer Service Representative~~	~~23~~	~~$4,514~~	~~$4,627~~	~~$4,742~~	~~$4,861~~	~~$4,983~~	~~$5,107~~	~~$5,235~~	~~$5,366~~	~~$5,500~~	~~$5,775~~
~~Crew Leader~~	~~29~~	~~$4,773~~	~~$4,892~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,400~~	~~$5,535~~	~~$5,674~~	~~$5,815~~	~~$6,106~~
~~Cross Connection Control Inspector~~	~~40~~	~~$5,624~~	~~$5,765~~	~~$5,909~~	~~$6,056~~	~~$6,208~~	~~$6,363~~	~~$6,522~~	~~$6,685~~	~~$6,852~~	~~$7,195~~
~~Dial-A-Ride Dispatcher~~	~~45~~	~~$4,014~~	~~$4,115~~	~~$4,217~~	~~$4,323~~	~~$4,431~~	~~$4,542~~	~~$4,655~~	~~$4,772~~	~~$4,891~~	~~$5,135~~
~~Dial-A-Ride Driver~~	~~17~~	~~$2,707~~	~~$2,774~~	~~$2,844~~	~~$2,915~~	~~$2,988~~	~~$3,062~~	~~$3,139~~	~~$3,217~~	~~$3,298~~	~~$3,463~~
~~Economic Development Specialist~~	~~16~~	~~$5,945~~	~~$6,093~~	~~$6,246~~	~~$6,402~~	~~$6,562~~	~~$6,726~~	~~$6,894~~	~~$7,067~~	~~$7,243~~	~~$7,605~~
~~Electrician~~	~~13~~	~~$5,167~~	~~$5,296~~	~~$5,428~~	~~$5,564~~	~~$5,703~~	~~$5,845~~	~~$5,992~~	~~$6,141~~	~~$6,295~~	~~$6,610~~
~~Equipment Mechanic~~	~~29~~	~~$4,773~~	~~$4,892~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,400~~	~~$5,535~~	~~$5,674~~	~~$5,815~~	~~$6,106~~

~~**FY 2022-2023**~~
~~Effective date: 01/01/2023~~
~~Salary Increase 2.00%~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~	~~Step 10~~
~~Equipment Service Specialist~~	~~22~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,790~~	~~$4,909~~	~~$5,155~~
~~Evidence Officer~~	~~44~~	~~$4,334~~	~~$4,442~~	~~$4,553~~	~~$4,667~~	~~$4,784~~	~~$4,904~~	~~$5,026~~	~~$5,152~~	~~$5,281~~	~~$5,545~~
~~Fire Prevention Permit Technician~~	~~10~~	~~$4,410~~	~~$4,520~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,642~~
~~Fire Safety Specialist~~	~~15~~	~~$5,802~~	~~$5,947~~	~~$6,095~~	~~$6,248~~	~~$6,404~~	~~$6,564~~	~~$6,728~~	~~$6,896~~	~~$7,069~~	~~$7,422~~
~~Irrigation Specialist~~	~~22~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,790~~	~~$4,909~~	~~$5,155~~
~~Jailer~~	~~3~~	~~$4,243~~	~~$4,349~~	~~$4,458~~	~~$4,569~~	~~$4,683~~	~~$4,800~~	~~$4,920~~	~~$5,044~~	~~$5,170~~	~~$5,428~~
~~Janitor~~	~~17~~	~~$2,707~~	~~$2,774~~	~~$2,844~~	~~$2,915~~	~~$2,988~~	~~$3,062~~	~~$3,139~~	~~$3,217~~	~~$3,298~~	~~$3,463~~
~~Lead Equipment Mechanic~~	~~38~~	~~$5,490~~	~~$5,627~~	~~$5,767~~	~~$5,912~~	~~$6,059~~	~~$6,211~~	~~$6,366~~	~~$6,525~~	~~$6,688~~	~~$7,022~~
~~Librarian~~	~~14~~	~~$5,474~~	~~$5,611~~	~~$5,752~~	~~$5,895~~	~~$6,043~~	~~$6,194~~	~~$6,349~~	~~$6,507~~	~~$6,670~~	~~$7,004~~
~~Library Circulation Service Supervisor~~	~~9~~	~~$4,207~~	~~$4,312~~	~~$4,420~~	~~$4,531~~	~~$4,644~~	~~$4,760~~	~~$4,879~~	~~$5,001~~	~~$5,126~~	~~$5,382~~
~~Library Clerk~~	~~6~~	~~$3,686~~	~~$3,778~~	~~$3,872~~	~~$3,969~~	~~$4,068~~	~~$4,170~~	~~$4,274~~	~~$4,381~~	~~$4,491~~	~~$4,715~~
~~Library Technician~~	~~9~~	~~$4,207~~	~~$4,312~~	~~$4,420~~	~~$4,531~~	~~$4,644~~	~~$4,760~~	~~$4,879~~	~~$5,001~~	~~$5,126~~	~~$5,382~~
~~Maintenance Worker~~	~~20~~	~~$3,835~~	~~$3,931~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,907~~
~~Management Aide~~	~~28~~	~~$4,660~~	~~$4,778~~	~~$4,895~~	~~$5,018~~	~~$5,143~~	~~$5,273~~	~~$5,405~~	~~$5,539~~	~~$5,677~~	~~$5,961~~
~~Management Analyst~~	~~36~~	~~$5,284~~	~~$5,416~~	~~$5,551~~	~~$5,690~~	~~$5,831~~	~~$5,977~~	~~$6,127~~	~~$6,281~~	~~$6,437~~	~~$6,759~~
~~Park Maintenance Crew Leader~~	~~29~~	~~$4,773~~	~~$4,892~~	~~$5,015~~	~~$5,140~~	~~$5,269~~	~~$5,400~~	~~$5,535~~	~~$5,674~~	~~$5,815~~	~~$6,106~~
~~Park Maintenance Lead Worker~~	~~26~~	~~$4,438~~	~~$4,549~~	~~$4,663~~	~~$4,779~~	~~$4,899~~	~~$5,021~~	~~$5,147~~	~~$5,275~~	~~$5,407~~	~~$5,678~~
~~Park Maintenance Worker~~	~~20~~	~~$3,835~~	~~$3,931~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,907~~
~~Permit Technician I~~	~~10~~	~~$4,410~~	~~$4,520~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,642~~
~~Permit Technician II~~	~~12~~	~~$4,893~~	~~$5,016~~	~~$5,141~~	~~$5,270~~	~~$5,401~~	~~$5,536~~	~~$5,675~~	~~$5,817~~	~~$5,962~~	~~$6,260~~
~~Plan Checker~~	~~41~~	~~$6,556~~	~~$6,720~~	~~$6,888~~	~~$7,060~~	~~$7,237~~	~~$7,418~~	~~$7,603~~	~~$7,793~~	~~$7,988~~	~~$8,388~~
~~Police Clerk~~	~~4~~	~~$3,726~~	~~$3,819~~	~~$3,914~~	~~$4,012~~	~~$4,113~~	~~$4,215~~	~~$4,321~~	~~$4,429~~	~~$4,540~~	~~$4,767~~
~~Police Officer Recruit~~	~~1S(1)~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~	~~$4,853~~
~~Police Records Management Technician~~	~~12~~	~~$4,893~~	~~$5,016~~	~~$5,141~~	~~$5,270~~	~~$5,401~~	~~$5,536~~	~~$5,675~~	~~$5,817~~	~~$5,962~~	~~$6,260~~
~~Pool Maintenance Worker~~	~~20~~	~~$3,835~~	~~$3,931~~	~~$4,029~~	~~$4,130~~	~~$4,233~~	~~$4,339~~	~~$4,448~~	~~$4,559~~	~~$4,673~~	~~$4,907~~
~~Program Coordinator~~	~~11~~	~~$4,638~~	~~$4,753~~	~~$4,872~~	~~$4,994~~	~~$5,119~~	~~$5,247~~	~~$5,378~~	~~$5,513~~	~~$5,650~~	~~$5,933~~
~~Public Works Inspector~~	~~35~~	~~$5,478~~	~~$5,615~~	~~$5,755~~	~~$5,899~~	~~$6,046~~	~~$6,197~~	~~$6,352~~	~~$6,511~~	~~$6,674~~	~~$7,008~~
~~Public Works Technician~~	~~11~~	~~$4,638~~	~~$4,753~~	~~$4,872~~	~~$4,994~~	~~$5,119~~	~~$5,247~~	~~$5,378~~	~~$5,513~~	~~$5,650~~	~~$5,933~~
~~Secretary (non-conf)~~	~~10~~	~~$4,410~~	~~$4,520~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,642~~
~~Senior Account Clerk (non-conf)~~	~~10~~	~~$4,410~~	~~$4,520~~	~~$4,633~~	~~$4,749~~	~~$4,868~~	~~$4,989~~	~~$5,114~~	~~$5,242~~	~~$5,373~~	~~$5,642~~
~~Senior Clerk Typist (non-conf)~~	~~6~~	~~$3,686~~	~~$3,778~~	~~$3,872~~	~~$3,969~~	~~$4,068~~	~~$4,170~~	~~$4,274~~	~~$4,381~~	~~$4,491~~	~~$4,715~~
~~Senior Library Clerk~~	~~8~~	~~$4,021~~	~~$4,121~~	~~$4,224~~	~~$4,330~~	~~$4,438~~	~~$4,549~~	~~$4,663~~	~~$4,779~~	~~$4,899~~	~~$5,144~~
~~Senior Maintenance Worker~~	~~33~~	~~$4,175~~	~~$4,279~~	~~$4,386~~	~~$4,496~~	~~$4,608~~	~~$4,723~~	~~$4,841~~	~~$4,962~~	~~$5,086~~	~~$5,341~~
~~Senior Management Analyst~~	~~43~~	~~$6,215~~	~~$6,370~~	~~$6,529~~	~~$6,693~~	~~$6,860~~	~~$7,031~~	~~$7,207~~	~~$7,387~~	~~$7,572~~	~~$7,951~~
~~Senior Water Production System Operator~~	~~40~~	~~$5,624~~	~~$5,765~~	~~$5,909~~	~~$6,056~~	~~$6,208~~	~~$6,363~~	~~$6,522~~	~~$6,685~~	~~$6,852~~	~~$7,195~~
~~Support Services Supervisor~~	~~15~~	~~$5,802~~	~~$5,947~~	~~$6,095~~	~~$6,248~~	~~$6,404~~	~~$6,564~~	~~$6,728~~	~~$6,896~~	~~$7,069~~	~~$7,422~~
~~Water Distribution Crew Supervisor~~	~~40~~	~~$5,624~~	~~$5,765~~	~~$5,909~~	~~$6,056~~	~~$6,208~~	~~$6,363~~	~~$6,522~~	~~$6,685~~	~~$6,852~~	~~$7,195~~
~~Water Distribution Lead Worker~~	~~27~~	~~$4,853~~	~~$4,975~~	~~$5,099~~	~~$5,226~~	~~$5,357~~	~~$5,491~~	~~$5,628~~	~~$5,769~~	~~$5,913~~	~~$6,209~~
~~Water Production System Operator~~	~~27~~	~~$4,853~~	~~$4,975~~	~~$5,099~~	~~$5,226~~	~~$5,357~~	~~$5,491~~	~~$5,628~~	~~$5,769~~	~~$5,913~~	~~$6,209~~
~~Water Utility Maintenance Worker~~	~~21~~	~~$4,097~~	~~$4,199~~	~~$4,304~~	~~$4,412~~	~~$4,522~~	~~$4,635~~	~~$4,751~~	~~$4,870~~	~~$4,991~~	~~$5,241~~

APPENDIX B

SCHEDULE A

OPTIONAL BENEFIT COVERAGES

Optional Benefit Coverages shall consist of coverages under the following plans maintained by the Employer:

- City of Monterey Park Medical Plans
- City of Monterey Park Dental Plan
- City of Monterey Park Vision Plan

Election of cash in lieu of benefits:

An Employee who has completed a waiver of coverage form shall receive a monthly taxable opt-out in the amount in the amount of $300.00.

The plan documents for the above-referenced plans are hereby incorporated into this Plan by reference.

ATTACHMENT 2
MOU Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 721.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Service Employees' International Union ("SEIU") met and conferred regarding wages, retirement funding, hours and the terms and conditions of employment for contract year 2023-2025.

SECTION 2: Following such negotiations, the representatives drafted a Memorandum of Understanding ("MOU") for fiscal years 2023-2025. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, the SEIU informed the City that it accepted the MOU.

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it retroactively effective July 1, 2023. Accordingly, the Interim City Manager is authorized to execute the MOU in a form approved by the City Attorney.

SECTION 5: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Construction*. This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 7: *Effective Date*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 20__.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: Purchase of Two Law Enforcement Motorcycles

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Codes §3.20.050 (2) through (4), and authorizing the Interim City Manager to execute an amendment to Agreement No. 2004-A with Long Beach BMW Motorcycles, in a form approved by the City Attorney, for the purchase of two (2) 2024 BMW R1250 RT-P 753 law enforcement motorcycles;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Police Department has two traffic motorcycles that need to be replaced (Units 047 and 122). Aging Unit 047 has exceeded its useful life with the current mileage exceeding 120,000 miles and Unit 122 was involved in a traffic collision which resulted in a total loss. The new motorcycles will be used by Motor Officers who will continue to enforce traffic-related laws to reduce injury and fatal traffic collisions.

BACKGROUND:

The Police Department has been utilizing the BMW motorcycle for patrol and traffic enforcement purposes since 2004. The BMW motorcycle is the most effective all-around performer in enforcement duties and is a reliable patrol vehicle with exceptional maneuverability and ergonomics for the end-user. The latest BMW motorcycle, the R1250 RT-P, is used by more than 550 law enforcement agencies in the United States, including the California Highway Patrol, Los Angeles Police Department, and Los Angeles County Sheriff's Department.

The Police Department is requesting to waive the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(4). The City of Sacramento has recently (April 2022) gone through a competitive bidding process for the BMW R1250 RT-P 753 motorcycle and the lowest bid was received from Long Beach BMW at $29,209.14. In addition, pursuant to Monterey Park Municipal Codes §3.20.050 (2) and (3), the Police Department is requesting to waive the bidding requirements for additional equipment and installation of needed accessories for the motorcycles out of convenience and value. Long Beach BMW Motorcycles will provide the department with the additional equipment that

meets the needs of the department and upfitting these needs with another vendor would increase the overall costs of this project. The additional equipment and installation will be provided by the vendor at approximately $8,130 per motorcycle, bringing the total for each motorcycle to approximately $37,339, which includes sales tax and other fees (e.g., tire, CVR, etc.).

The City has an agreement on file with Long Beach BMW Motorcycles (Agreement No. 2004-A). At the Regular City Council Meeting on February 21, 2018, the then-City Council approved waiving the bidding requirements pursuant to then-Monterey Park Municipal Code Section 3.20.050(5) and authorized the City Manager to execute a contract with Long Beach BMW in a form approved by the City Attorney. The Police Department is requesting to amend Agreement No. 2004-A and incorporate the new scope of work and additional budget of $74,677.36.

FISCAL IMPACT:

The total cost of the two motorcycles and equipment is $74,677.36. The funds for this project have been budgeted under the Police Department's Fiscal Year 2023-2024 operating budget and the City will be using General Funds to cover the expenditures.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Peter Yung
Police Sergeant

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. City of Sacramento City Council Report File ID 2022-00848
2. City of Sacramento Contract Bid No. B22153311006
3. Long Beach BMW Motorcycle Sales Summary (Quote 1001)

ATTACHMENT 1
City of Sacramento City Council Report
File ID 2022-00848

City of SACRAMENTO

City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2022-00848 | May 10, 2022 | **Consent Item 13**

Title: Contract: Police BMW Motorcycles

Location: Citywide

Recommendation: Pass a Motion: 1) awarding an initial one-year contract with four one-year renewal options to Long Beach BMW Motorcycles in an amount not-to-exceed $485,000 for the potential five-year term; and 2) authorizing the City Manager or the City Manager's designee to execute the contract and renewal options specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Alison Kerstetter, Program Specialist, (916) 808-1163, akerstetter@cityofsacramento.org; Mark Stevens, Fleet Manager, (916) 808-5869, mstevens@cityofsacramento.org, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Contract

Description/Analysis

Issue Detail: The Department of Public Works, Fleet Management Division, has an ongoing requirement to purchase police motorcycles for the City's Police Department fleet.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of services and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines.

Sustainability: Not Applicable

Commission/Committee Action: None

Rationale for Recommendation: On March 18, 2022, the Department of Public Works, Fleet Management Division, in accordance with City Code Chapter 3.56, issued a Request for Bid for BMW Police Motorcycles. One response was received and determined to be responsive and responsible. Fleet Management recommends awarding contract to Long Beach BMW Motorcycles.

The bid amounts for a one-year period represents the total for the quantities selected for bid evaluation purposes only. The recommended contract amount of $485,000 reflects the amount anticipated to be expended over the potential contract period maximum for five years.

Financial Considerations: Purchases under the recommended contract will be made from the Department of Public Works Fiscal Year (FY) 2021/22 operating budget (Fleet Fund, Fund 6501) and charged to the Police Department Fleet Project (I06110000). Sufficient funding is available in the Department's FY2021/22 operating budget to purchase vehicles through June 30, 2022. Vehicle purchases made after June 30, 2022, are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Long Beach BMW Motorcycles is not an LBE. The minimum LBE participation is not required for the procurement of goods.

City of SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____

Assessor's Parcel Number(s): _____

Contract Effective Date: 05/10/2022 Contract Expiration Date (if applicable): 05/09/2027

$ Amount (Not to Exceed): $ 485,000.00 Adjusted $ Amount (+/-): $ 0.00

Other Party: Long Beach BMW Motorcycles

Project Title: BMW Police Motorcycles

Project #: _____ Bid/RFQ/RFP #: B22153311006

City Council Approval: YES if YES, Council File ID#: 2022-00848

Contract Processing Contacts

Department: Public Works Project Manager: Alison Kerstetter

Contract Coordinator: Song Moua Email: smoua@cityofsacramento.org

Department Review and Routing

Accounting: _____
(Signature) (Date)

Supervisor: _____ Apr 7, 2022
(Signature) (Date)

Division Manager: Mark R Stevens _____ Apr 7, 2022
(Signature) (Date)

Other: _____
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐ **Recording Requested** ☐ **Other Party Signature Required**

----------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------

CONTRACT #:
CONTRACT NAME: BMW Police Motorcycles
CONTRACT PROJECT #: B22153311006
DEPARTMENT: Public Works
DIVISION: Fleet Management

CITY OF SACRAMENTO

GOODS AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO,** a charter city and municipal corporation ("City"), and

Long Beach BMW Motorcycles
2125 E. Spring Street, Long Beach, CA 90806
562-426-1200 x 203 / cberthon@lbbmwmotorcycles.com

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning May 3, 2022 .

2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

   Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
   Exhibit A - Technical Specifications
   Exhibit B – Payment
   Exhibit C – Insurance
   Exhibit D – General Conditions
   Purchase Orders

   If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies described in Exhibit A ("Goods").

   Contractor will not be compensated for goods, materials, equipment, or supplies outside the scope of Exhibit A ("Additional Goods") unless, before providing Additional Goods: (a) Contractor notifies City and City agrees that the Additional Goods are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods" includes both Goods and Additional Goods as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.

5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.

7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.

8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

   https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

   Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

   Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

   https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

   The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Local Business Enterprise Program**. The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A
TECHNICAL SPECIFICATIONS

1. Representatives.

The CITY Representative for this Agreement is:

Alison Kerstetter / Program Specialist
5730 24th Street, Building 1, Sacramento, CA 95822
916-808-1163 / akerstetter@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Charles Berthon / General Manager, Owner
2125 E. Spring Street, Long Beach, CA 90806
562-426-1200 / cberthon@lbbmwmotorcycles.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

3. Quantities. The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods listed, or to expend all available funding reflected in Exhibits A or B.

4. Time of Performance. The Goods described in this Contract shall be provided for one year . The City may extend this Contract for up to 4 additional one-year terms, for a maximum five-year term. Contractor shall provide the Goods in accordance with any schedule in Attachment 1 to this Exhibit A.

5. Delivery and Inspection.

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.

D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

Attachment 1 to Exhibit A

Scope of Services:

CONTRACTOR shall provide BMW Motorcycles on an 'as needed' basis as specified in bid solicitation B22153311006. Total payment for said vehicles shall not exceed the amount stated in Exhibit B for the five-year term. CONTRACTOR Shall perform, comply with and be subject to all provisions of this Agreement regarding any work performed pursuant to such written notices to proceed.

Time of Performance:

CONTRACTOR shall provide these services for one year beginning on the Effective Date of this Agreement. Upon the mutual agreement of the parties, the Agreement may be extended for four additional one-year terms, for a potential five-year term. Extensions must be processed in accordance with the City Code.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of $ 485,000 . The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.

2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.

3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.

4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.

6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

   A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.

   B. Invoices must be submitted to either of the addresses specified below.
   (1) Email. Submit email invoices and any attachments to:
   apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

(1) Job/Project Name
(2) City's current Purchase Order Number
(3) Contractor's Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) City representative identified on the Purchase Order
(7) Contractor's remit address
(8) Itemized description of items billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

8. **Additional Goods.** Additional Goods shall be provided only when a Supplemental Contract authorizing the Additional Goods is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

9. **Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

10. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial

records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. Sales Tax Requirements. The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

12. Use Tax Requirements. On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.

C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.

13. Excise Tax Requirements. The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

14. Tax Payments. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

Attachment 1 to Exhibit B

For vehicles authorized by the City in accordance with the terms of this Agreement, CONTRACTOR shall be paid at the rates listed below.

DESCRIPTION	UNIT COST
New latest model BMW 1200 RT-P High Speed, Black and White, Police Package, 2 Wheeled Motorcycle, In Accordance with The Attached Specifications. Vendor guarantees delivery _120-180_ days ARO.	$29,209.14

DEDUCTS: To Remove From Base Specification	UNIT credit
Gear Shift Assist Pro	$1,041.44

Price Adjustments

No requests for price adjustments will be considered during the first two years of this contract. If the contract extends beyond two years, prices quoted may be subject to adjustment, based upon manufacturer price increase/decrease. Price adjustments will be in accordance with the current published manufacturer's price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Section 5A of the Special Provisions. A minimum (30) day advance notice period shall be required for such requests. If an increase is approved by the City, the increase in cost shall not be greater than 3% of the cost in effect the prior year. The discount from commercial or fleet retail pricing cannot be adjusted and shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

EXHIBIT C

INSURANCE

1. **Insurance Requirements**. During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

   Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage**. (*Check the applicable provision*.)

   _X_ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

   ___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

   "Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000*)* per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **Excess Insurance**. The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision*.)

_X_ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage**. Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.

C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.

3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

   Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

   Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. **Term; Suspension; Termination.**

A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.

C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.

C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

(1) Withholding of payments to Contractor under this Contract until Contractor complies;
(2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Hector Barron

Title: Assistant City Manager

For: Howard Chan, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Jennifer Gore
_____
City Attorney

Attachments

Exhibit A	Technical Specifications
Exhibit B	Payment
Exhibit C	Insurance
Exhibit D	General Conditions

CONTRACTOR:

_Long Beach BMW Motorcycles_____
NAME OF FIRM

Long Beach BMW Motorcycles
_____
Federal I.D. No.

95-3085661
_____
State I.D. No.

1028025
_____
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____*)*

Charles Berthon
Charles Berthon (Apr 7, 2022 16:22 PDT)
_____
Signature of Authorized Person

Charles Berthon General Manager
_____
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

Policy Number:

Date Entered: 12/20/2021

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/ DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Doxsee Foster & Assoc. Insurance Brokers 600 Hampshire Road, Suite 210 Westlake Village, CA 91359-7687	PHONE (A/C, No, Ext): (800) 759-8378	FAX (A/C, No): (805) 495-4130
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : IAT-Harco National Insurance Co	
INSURED RCA Investments Inc. dba Long Beach BMW Motorcycles 2125 E. Spring St. Long Beach, CA 90806	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/YYYY)	POLICY EXP (MM/ DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS USED IN GARAGE BUSINESS	X		CPP0006951 04	5-1-21	5-1-22	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 1,000,000
	GARAGE KEEPERS LIABILITY [ ] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS						[ ] COMP/ OTC LOC	$
							[ ] SPECIFIED PERILS LOC	$
							[ ] COLLISION LOC	$
							LOC	$
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under REMARKS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is hereby named as Additional Insured but only insofar as the operations under the agreement are concerned.

CERTIFICATE HOLDER

City of Sacramento its officials, its employees and volunteers
c/o EXIGIS LLC
P.O. Box 4668 ECM-#35050
New York, NY 10168-4668

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)
12/20/2021

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2678012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES, LLC
3657 BRIARPARK DR., SUITE 700
HOUSTON, TX 77042

CONTACT NAME:
PHONE (A/C, No, Ext): 888-828-8365
FAX (A/C, No):
E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Co.	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R.C.A. INVESTMENTS, INC.
2125 E SPRING ST
LONG BEACH, CA 90806-2114

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS- OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A	x	C70101397	10/01/2021	10/01/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IN FAVOR OF City of Sacramento, its officials, its employees, and volunteers, WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

2678012

City of Sacramento
C/O Exigis LLC
PO Box 4668 ECM-#35050
New York, NY 10168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
R.C.A. INVESTMENTS, INC. 19001 CRESCENT SPRINGS DRIVE KINGWOOD TX 77339	Policy Number Symbol: RWC Number: C70101397
Policy Period 10/01/2021 **TO** 10/01/2022	Effective Date of Endorsement 12/20/2021
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of Sacramento
C/O Exigis LLC
PO Box 4668 ECM-#35050
New York, NY 10168

WAIVER OF SUBROGATION IN FAVOR OF City of Sacramento, its officials, its employees, and volunteers, WHEN REQUIRED BY WRITTEN
CONTRACT.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

 Copyright 1983-2017, National Council on Compensation Insurance, Inc. All Rights Reserved

Policy Number:

Date Entered: 12/20/2021

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/ DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Doxsee Foster & Assoc. Insurance Brokers 600 Hampshire Road, Suite 210 Westlake Village, CA 91359-7687	PHONE (A/C, No, Ext): (800) 759-8378	FAX (A/C, No): (805) 495-4130
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : IAT-Harco National Insurance Co	
INSURED RCA Investments Inc. dba Long Beach BMW Motorcycles 2125 E. Spring St. Long Beach, CA 90806	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/YYYY)	POLICY EXP (MM/ DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS USED IN GARAGE BUSINESS	X		CPP0006951 04	5-1-21	5-1-22	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 1,000,000
	GARAGE KEEPERS LIABILITY [ ] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS						[ ] COMP/ OTC LOC	$
							[ ] SPECIFIED PERILS LOC	$
							[ ] COLLISION LOC	$
							LOC	$
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under REMARKS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is hereby named as Additional Insured but only insofar as the operations under the agreement are concerned.

CERTIFICATE HOLDER

City of Sacramento its officials, its employees and volunteers
c/o EXIGIS LLC
P.O. Box 4668 ECM-#35050
New York, NY 10168-4668

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE PART

GARAGE COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
THE CITY OF SANTA MONICA INSPERITY INC AND ITS WHOLLY OWNED SUBSIDIARIES THE CITY OF LONG BEACH, ITS OFFICIALS, EMPLOYEES, AND AGENTS THE CITY OF SAN JUAN CAPISTRANO THE CITY OF SUNNYVALE, DEPARTMENT OF PUBLIC WORKS-FLEET DIVISION COUNTY OF LOS ANGELES CITY OF BEVERLY HILLS CITY OF SANTA ANA, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONALLY INSURED ON THIS POLICY PURSUANT TO WRITTEN CONTRACT, AGREEMENT, OR MEMORANDUM OF UNDERSTANDING. SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL BE PRIMARY, AND ANY INSURANCE CARRIED BY CITY SHALL BE EXCESS AND NONCONTRIBUTORY THE CITY OF CYPRESS, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES AND AGENTS LOS ANGELES WORLD AIRPORTS, ATTN: RISK MANAGEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II- GENERAL LIABILITY COVERAGES, D. Who Is An Insured of the Auto Dealers Coverage Form is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE PART

GARAGE COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
FFE LLC CITY OF SACRAMENTO, ITS OFFICIALS, ITS EMPLOYEES AND VOLUNTEERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II- GENERAL LIABILITY COVERAGES, D. Who Is An Insured of the Auto Dealers Coverage Form is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

 © Includes material from the Insurance Services Office, Inc., 2012

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

—This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II- LIABILITY COVERAGES, A. Coverage, 3 Who Is An Insured of the Garage Coverage Form is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RCA Investments Inc

Endorsement Effective Date: 12/20/21

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
City of Sacramento, its officials, its employees and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

This endorsement applies to the Named Insured's negligent acts only.

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ATTACHMENT 2

City of Sacramento Contract Bid No. B22153311006

City of SACRAMENTO

Invitation for Bid (IFB)

for **Supplies** *($250,000 or more)*

Bid Number:	**B 22153311006**
Bid/Contract Title:	**BMW Police Motorcycles**

Bids must be received prior to **2:00 PM** on:

Wednesday	**04/06/2022**

Late bids *will not* be accepted.

Pre-bid conference and Q&A information

See page 4

Bids must be submitted to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814
Bids must be submitted paper copy to the City Clerk's office.

Bidder to complete the following information:

Bidder Name:	LONG BEACH BMW MOTORCYCLES
Address:	2125 E. 5TH ST.
City, State, ZIP code:	LONG BEACH, CA. 90806
Contact name:	CHARLES BERTHON
Contact phone number:	562.426.1200 x203
Contact email address:	cberthon@lbbmwmotorcycles.com

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in accordance with terms and conditions shown herein.* ***All bid submissions become public record.***

Table of Contents

Section number and name	Page
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II. Contractual Obligations	6
III. Local Ordinances and Programs	7
IV. Special Provisions	12
V. Technical Specifications	16
VI. Items Requiring Bidder's Response	23

About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government.

This Bid/Contract document was prepared by:

Name:	Alison Kerstetter	*Title:*	Program Specialist
Department:	Public Works	*Division:*	Fleet Management

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Venders (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete, and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to ensure continuity of supply. **The City's decision shall be final.**

20.) PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

25.) BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Public Works
Division:	Fleet Management
Contact name:	Alison Kerstetter
Contact phone number:	916-808-1163

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	03/23/2022	**Time:**	3:00 PM

Submit Questions via:

☒ The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

☐ Submit questions to:

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg./Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	☒ Not required	☐ YES, required [a]	%
Performance bond:	☒ Not required	☐ YES, required [b]	%

[a] Pursuant to City Code section 3.56.150 and 3.56.190 [b] Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed, and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	**07/01/2022**
☐ **One-time purchase**	*("One-time purchase" = Contract expires upon final payment by the City)*
-OR- ☒ **Duration of Contract:**	1 Year initial term
Contract renewal information:	Upon mutual agreement of all parties, the Contract may be extended 4 additional, 1-year terms; not extending beyond 5 years from the original contract.

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bids will be opened as soon as practicable immediately following the bid submittal deadline.

II.) Contractual Obligations

City of Sacramento Goods Agreement

The standard City of Sacramento Goods Agreement includes, but is not limited to, the requirements shown in the contract.

The bidder recommended for this award will be required to sign the City of Sacramento Goods Agreement. The Agreement can be found at the following URL:
http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements

Bidders are responsible for reading and understanding the City of Sacramento Goods Agreement's requirements, terms and conditions, and insurance requirements prior to submitting their bids.

III.) Local Ordinances and Programs

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's Contracting for supplies and nonprofessional services. The lowest responsible shall be the responsible bidder whose bid price is the lowest after all bid price are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any Contract or Agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $250,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City Contract is being performed.

The Ordinance does not apply: to subContractors or subContracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal Contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of

espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of Contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

III.) Local Ordinances and Programs

ATTACHMENT A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a Contract with the City of Sacramento (the "City") for ..... (Contract details), and as a condition of that Contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific Contract referenced above, but only for the period of time while those employees are actually working on this specific Contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- ○ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- ○ Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

III.) Local Ordinances and Programs

ATTACHMENT B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento Contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

III.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240

IV.) Special Provisions

AWARD

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to the bidder(s) whose bid(s) is/are most responsive to the needs of the City.

CONTRACT PERIOD

Any contract(s) resulting from this bid shall be effective for a one (1) year term from the date of award by the City Council.

CONTRACT PERIOD EXTENSION

Upon mutual agreement of all parties and based on the original Contract terms and conditions, this contract may be extended four (4) additional, one (1) year terms. However, in no case shall the renewal extend beyond 5 years from the date of award of the original contract.

PRICES

a. The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

c. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

PRICE ADJUSTMENTS

No requests for price adjustments will be considered during the first two years of this contract. If the contract extends beyond two years, prices quoted may be subject to adjustment, based upon manufacturer price increase/decrease. Price adjustments will be in accordance with the current published manufacturer's price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Section 5A of the Special Provisions. A minimum (30) day advance notice period shall be required for such requests. If an increase is approved by the City, the increase in cost shall not be greater than 3% of the cost in effect the prior year. The discount from commercial or fleet retail pricing cannot be adjusted and shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

IV.) Special Provisions

Any approval of a request for a price increase is subject to the review and written approval of the City in a contract amendment.

PAYMENT AND INVOICING

a. Invoices shall be emailed fleet@cityofsacramento.org.

b. All invoices shall include City purchase order number, and name of person who placed the order, itemized list of materials furnished, including quantity, unit price and extension of each item, less applicable discount and labor charges. All invoices shall include the date, the make, year, license number and City equipment number; and the reason for the repair. Fleet Management personnel shall sign each invoice.

PAYMENT TERMS

a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.

b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected if invoices are continually or regularly in error the City may terminate this agreement. Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start, until the City receives the corrected invoice. (No exceptions)

F.O.B

All items are to be supplied F.O.B., delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

EVALUATION

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance *to* all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor *to* pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

WARRANTY (Commercial)

a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City

thereby.

c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

PROTECTION OF EXSITING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be sole responsibility of the Contractor:

ITEMS AND SERVICES PROVIDED

Items to be provided shall not be limited to the items on the bid sheet. The provisions of the contract shall in no way prohibit the City from making a purchase for the same services listed herein from other suppliers.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this contract.

OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

QUALIFICATION OF CONTRACTORS

All Contractors must submit, if requested by the City, a list of similar contracts that they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person.

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by Ron Kammerer, telephone (916) 808-6398.

IV.) Special Provisions

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

V.) Technical Specifications

Bidder shall provide the City of Sacramento's Department of Public Works, Fleet Management Division with BMW Police Department Motorcycles. Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications with a "yes" or "no" or bidder can be deemed nonresponsive. Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. Failure to specify exceptions may result in the rejection of the bid.

Items	City Proposed Minimum Specifications	Comply	Dealer Proposed Specifications (Exception)
	The following specifications cover the development and procurement of an BMW 1200 RT-P High Speed Black and White, Police Package 2 Wheeled Motorcycle for the City of Sacramento Police Department.		
	Current Model Year 2022 or newer, unused.	(Yes) / No	
	Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the BMW 1200 RT-P, high speed black and white, police package, 2 wheeled motorcycles to be compatible with options in this specification.	(Yes) / No	
	Features – Minimum, all motorcycles shall be equipped with all the current latest BMW 1200 RT-P standard equipment to the appropriate model offered. Vendor shall supply a list of standard equipment.	(Yes) / No	
Engine	1170cc, air/liquid-cooled, 2-cylinder engine.	(Yes) / No	
Engine Power	125 BHP at 7,750 RPM	(Yes) / No	
Engine Management	Electronic intake pipe fuel injection, gasoline. Digital management BMS-K with dual ignition.	(Yes) / No	
Emission	Single muffler /exhaust system. Must meet California exhaust systems.	(Yes) / No	
Transmission			
Clutch	Multi-plate wet clutch, hydraulically operated.	(Yes) / No	
Gearbox	Gear Shift Assist Pro. Constant-mesh 6-speed gearbox with helical cut gears.	(Yes) / No	
Drive	Maintenance free shaft drive, 2.75:1 shaft ratio.	(Yes) / No	
Cooling System	Air/water precision cooled, thermostatically-controlled-micro cooled, large radiators with computer-controlled auxiliary fan drive.	(Yes) / No	
Performance			
Fuel Economy	Combined City/Hwy 60 mpg at a constant 55 mph (3.9L).	(Yes) / No	

V.) Technical Specifications

Top Speed	Over 125 mph.	Yes / No	
Electrical			
Alternator	Three-phase 540 watts output, 27 amps at idle.	Yes / No	
Battery	Two (2), 12 volts, negative ground, gel, 19 AH, AGM maintenance-free batteries.	Yes / No	
	One (1) battery shall be dedicated to the operation of the specialized police equipment.	Yes / No	
	One (1) battery shall be dedicated to the operation of the motorcycle and the anti-lock brake system.	Yes / No	
	The "police equipment" battery system shall include a minimum of eight (8) special conventionally fused circuits.	Yes / No	
	Linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation.	Yes / No	
Wiring	All wiring to be "CAN Bus" type. All motorcycles shall be wired identical.	Yes / No	
Frame	Two- section frame consisting of front and rear sections, loadbearing engine-gearbox unit.	Yes / No	
Front Suspension	BMW Telelever front wheel suspension, stanchion diameter 37 mm, central spring strut or City Fleet Management approved equal.	Yes / No	
Front Suspension Travel	Special front shock strut police application with 4.7 inches (120 mm) of travel.	Yes / No	
Rear Suspension	Cast aluminum single-sided swing arm with BMW EVO Paralever; WAD strut (travel-related damping), spring pre-loaded hydraulically adjustable (continuously variable) via hand wheel, rebound damping adjustable via hand wheel or City Fleet Management approved equal.	Yes / No	
Rear Suspension Travel	Special travel-dependent damping system with 5.3 inches (136 mm) of travel.	Yes / No	
Wheelbase	58.5 inches (1,485 mm).	Yes / No	
Stand	Center stand shall be permanently fitted to the motorcycle. When deployed, it shall raise one wheel. One (1) locking side kick stand	Yes / No	
Wheels and Tires	All tires supplied shall be of the make and model tested during the most recent Los Angeles County Sheriff's Department Law Enforcement Test and Evaluation Program	Yes / No	
Wheels	Cast aluminum wheels	Yes / No	
Front Wheel	3.50 x 17	Yes / No	

V.) Technical Specifications

Rear Wheel	5.50 x 17	Yes / No	
Front Tire Specification	120/70ZR 17	Yes / No	
Rear Tire Specification	180/55 ZR 17	Yes / No	
Brakes	Brake material must be exactly as tested and certified during the most recent L.A.S.D Law Enforcement Motorcycle Test and Evaluation Program	Yes / No	
Front Braking System	Dual floating disc brakes, 4-piston fixed calipers, diameter 320 mm. The hand lever shall be adjustable to accommodate the size of the operator's hand	Yes / No	
Rear Braking System	Single disc brake, diameter 276 mm, dual-piston floating caliper.	Yes / No	
Rear Braking System	Rear wheel brake shall have an independent brake control, foot pedal operated. The pedal shall be located on the right side of the motorcycle.	Yes / No	
ABS	BMW Motorad Integral ABS (part-integral function) required.	Yes / No	
Dimensions			
Length	87.5 inches (2,222 mm)	Yes / No	
Width	38.7 inches (983 mm) / 38.8 inches (985 mm) including panniers and mirrors	Yes / No	
Height	55.7 inches (1,416 mm)	Yes / No	
Seat	Single rider, heated, black vinyl, heavy duty police type foam padded saddle seat.	Yes / No	
Seat Height (adjustable)	Standard: 31.7 / 32.5 inches High Seat: 32.7 / 33.5 inches Low Seat: 29.9 / 30.7 inches	Yes / No	
Weight	GVWR 1091 lbs. (495 kg)	Yes / No	
Wet Weight	650 lbs. (295 kg)	Yes / No	
Capacities			
Cargo	Minimum load carrying capacity of the motorcycle (as delivered) shall be no less than 400 lbs.	Yes / No	
Fuel	6.6 gallons (25 liters)	Yes / No	
Fuel Reserve	Approximately 1 gallon (4.0 Liters)	Yes / No	
Factory Installed Accessories	Accessories shall be identical on all motorcycles delivered	Yes / No	

V.) Technical Specifications

	One (1) map light	Yes / No	
	Heated hand grips with adjustment settings.	Yes / No	
	One (1) note pad holder	Yes / No	
	One (1) manufacturer battery charger II with power socket harness-fused	Yes / No	
	One (1) radio power plug connector	Yes / No	
	One (1) accessory power pigtail	Yes / No	
	One (1) radio speaker pigtail	Yes / No	
	One (1) front 12-volt power outlet (lighter style)	Yes / No	
	One (1) Helmet Lock, "Motion Pro" Model# 06-1005 or City Fleet Management approved equal.	Yes / No	
	Install rifle mount.	Yes / No	
	Install gun lock variable timer.	Yes / No	
Exterior	Night Black and Alpine White color scheme.	Yes / No	
	Height adjustable windscreen (electronic).	Yes / No	
	Frame mounted full fairings (front and side).	Yes / No	
	Front and rear fenders.	Yes / No	
	Two (2) **all black** law enforcement type utility, top opening, lockable saddle bags	Yes / No	
	Lockable radio box, mounted over rear fender and behind operator's seat.	Yes / No	
	Front (engine) protection bars constructed of stainless steel and designed to provide mountings for siren, speaker, and other accessories.	Yes / No	
	Rear (saddlebag) protection bars constructed of stainless steel and designed to provide mountings for accessories.	Yes / No	
Siren System	Install twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAEJ1840 an CA Title 13 compliant 120dB (A) @ 3 m	Yes / No	
Lighting System	One (1) emergency vehicle lighting module located at the rear of the motorcycle mounted on the upper rear most area of the radio box.	Yes / No	
	Two (2) emergency vehicle lighting modules located at the front of motorcycle. One on either side of the front fairing and windscreen.	Yes / No	

V.) Technical Specifications

Emergency Lighting	Code 3 lighting system (maximum 10 LED-X light heads) with alternating flash sequence, channel segregation for front and rear duplex LEDX auxiliary or City Fleet Management approved equal.	(Yes) / No	
Alley Lights	Integrated alley light function utilizing separate Torus LED, selectable alternating wigwag with emergency light operation or City Fleet Management approved equal. One (1) alley light switch	(Yes) / No	
Cruise Lights	Integrated cruise light function for front and rear facing LED emergency lights to steady burn at 10% power output or City Fleet Management approved equal.	(Yes) / No	
Emergency Warning Lights	Three (3) each Red Optix LED-X Lights Two (2) each Amber Optix LED-X Lights Five (5) each Blue Optix LED-X Lights	(Yes) / No	
Rear Light Pod Side Facing Warning Lights	Left Side Facing Warning Red LED-X Light Right Side Facing Warning Blue LED-X Light Two (2) Side Turn Signals One (L) and One (R)	(Yes) / No	
Rear Light Pod Rear Facing Warning Lights	Left Rear Facing Warning **Amber** LED-X Lights Right Rear Facing Warning Blue LED-X Lights	(Yes) / No	
Rear Duplex Emergency Warning	LED-X Red/Blue	(Yes) / No	
Take-Down and Alley Lights	Two (2) Take Down lights per side One (1) Alley light per side Total of 6 each White LED TDL/Alley	(Yes) / No	
Front Right Pod Emergency Lighting	Forward **Blue** LED-X 10 Degrees Blue LED-X 90 Degrees White LED-X	(Yes) / No	
Front Left Pod Emergency Lighting	Forward **Red** LED-X 10 Degrees Red LED-X 90 Degrees White LED-X	(Yes) / No	
	Install one (1) supplementary LED brake light, license plate light.	(Yes) / No	
	Install One (1) exterior **Blue** Optix LED light or City Fleet Management approved equal.	(Yes) / No	
	Install one (1) exterior **Red** Optix light or City Fleet Management approved equal.	(Yes) / No	
	Install two (2) **White** Optix LED lights or City Fleet Management approved equal.	(Yes) / No	
	Install two (2) Blue Rear LED ID Lights or City Fleet Management approved equal.	(Yes) / No	
Keys	All motorcycles shall be provided with four (4) keys. Aluminum keys are unacceptable	(Yes) / No	
	Remote buttons must be functional only when ignition is on (ignition powered).	(Yes) / No	

V.) Technical Specifications

Specialty Items and Instructions	The manufacturer/dealer shall completely outfit all motorcycles, with all related Emergency Vehicle Equipment prior to delivery.	(Yes) / No	
	The successful bidder shall have a shop space sufficient to accommodate the entire order of motorcycles to be outfitted to the specifications outlined by the City of Sacramento.	(Yes) / No	
	Motorcycles to be equipped with radio interference suppression package, as described in the Los Angeles County 41st Annual Law Enforcement Motorcycle Test and Evaluation Program For 2016.	(Yes) / No	
Electromagnetic Compatibility	The Electromagnetic Interference Susceptibility test is intended for use in the presence of electromagnetic fields resulting from use of public safety two-way radios.	(Yes) / No	
Damages	Bidder will be responsible for any damages sustained from hook-up or transporting of a City vehicle.	(Yes) / No	
Manuals	Motorcycles shall be delivered with 1 copy each of parts, service, and owner's manuals.	(Yes) / No	
Warranty	Minimum of One (1) year parts and labor commencing from the date and mileage that the City places the unit in service, not when the unit is delivered or accepted. Reference additional warranty requirements under the "Technical Requirements" section. Vendor/Dealer shall specify under Dealer Proposed Specifications (Exceptions) the warranty coverage offered. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.	(Yes) / No	
License Plates	Upon delivery, no dealer decals or license plate identifiers shall be installed	(Yes) / No	
Delivery	FOB Delivered to: City of Sacramento Fleet Management Division 5730 24th Street, Building 1 Sacramento, CA 95822	(Yes) / No	
	At time of delivery, all motorcycles shall meet all specifications as written with no exceptions.	(Yes) / No	
	Dealer shall notify City of Sacramento Fleet Management Division a minimum of 24 hours prior to delivery.	(Yes) / No	
	Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or City of Sacramento sales tax(s).	(Yes) / No	

V.) Technical Specifications

	All State of California Department of Motor Vehicle paperwork, and invoicing shall accompany each motorcycle at time of delivery. There shall be one invoice per motorcycle.	(Yes) / No	
Responsibility	Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.	(Yes) / No	

VI.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☒ **NO** ☐ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

_____.

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be $250,000.00 or greater.

VI.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the **Section IV.) Insurance Requirements** within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY**: No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)**

b.) **AUTOMOBILE**: No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

c.) **WORKERS' COMPENSATION**: No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ **(CONTRACTOR initials)**

d.) **WORKERS' COMPENSATION**: No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)**

10.) Bid bond

☒ **N/A,** no bid bond is required for this IFB.

☐ **YES**, a bid bond is required and has been submitted with this bid response.

VI.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: LONG BEACH BMW MOTORCYCLES

Address: 2125 E. SPRING ST. LONG BEACH, CA. 90806

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:	MARCOS BARTHOW		
Title:	G/M - OWNER	**Date:**	4/5/23

VI.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ **NO** (Net 30 days) ☐ **YES**

If yes: The discount is _____% ***-- or--*** $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☒ **NO** ☐ **YES**

If yes: The discount offered for EFT is _____%.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

☒ **N/A,** no Q&A was posted.

☐ **YES**, the last Q&A set number reviewed was number ____.

7.) Addenda are acknowledged and incorporated in the bid response

☒ **N/A,** no addenda were posted.

☐ **YES**, the last addendum received was number ____.

VI.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

Quantities are estimates only and the City will purchase as necessary during the potential five (5) year contract. Pricing shall be all inclusive, i.e., installation, tax, freight, shipping and handling charges, special fees, or any other related costs, etc.

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED PRICING
1	5 EA	New latest model BMW 1200 RT-P High Speed, Black and White, Police Package, 2 Wheeled Motorcycle, In Accordance with The Attached Specifications. Vendor guarantees delivery 120-180 days ARO. YEAR: 22/23	$29,209.14	$146,045.70
		8.75% Tax	$2,555.80	$ 12,778.99
		Freight	$ 350.00	$ 1,750.00
CA Tire fee 3.50 EA x(5) 17.50 (Non Tax)			**TOTAL NET PRICE:**	$ 160,574.69

ITEM	QTY	DEDUCTS: **To Remove From Base Specification**	UNIT credit	
A	1 EA	Gear Shift Assist Pro	<$1,041.44>	
		The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Any deduct of option items will be based on the availability of funds and operational functions. Award shall be made to the lowest responsive, responsible bidder based on the Total Net Price.		

VII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	LONG BEACH BMW MOTORCYCLES		
Address:	2125 E. SPRING ST.		
City / State / ZIP:	LONG BEACH, CA. 90806		
Phone:	562.426.1200	**Fax:**	562.506.2144
Email address:	cberthon@lbbmwmotorcycles.com		
Fed. Tax ID #:	95-3085661	**State Tax ID #:**	
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:			
Printed Name:	CHARLES BERTHON		
Title:	GM - OWNER	**Date:**	4/5/22

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to submit this bid on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected

ATTACHMENT 3
Long Beach BMW Motorcycle Sales Summary (Quote 1001)

City of Monterey Park

Quote 1001 8/22/2023

City of Sacramento Contract Bid No. B22153311006

2024 BMW R1250RT-P 753		$29,209.14
Black Wheels		N/C
Gear Shift Assist Pro		Incl.
Ride Modes Pro (Dynamic Ride Mode)		$215.00
Clearwater Darla lights		$1,112.00
PVP Wired Motor Kit		$895.00
FMS Note Pad Holder		Incl.
FMS Rifle Mount with bracket/timer		Incl.
FMS Pro Laser 4 Holster		$299.00
FMS USB Outlet w/voltmeter		Incl.
FMS Flashlight/Baton holder		$200.00
FMS Radio Installation Parts		$150.00
Install Agency Supplied Radio		$680.00
Shipping		-$350.00
Doc fee		Incl.
Sub Total Ea.		$32,410.14
Sales Tax	10.25%	$3,322.04
Tire Fee		$3.50
CVR Fee		$33.00
BMW ESC 7 Years Unlm. Miles		$1,570.00
Total OTD		**$37,338.68**

Charles Berthon
General Manager/Authority Sales

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Justin A. Tamayo, Deputy City Attorney

SUBJECT: Waive further reading and adopt an Ordinance adding Section 13.18 entitled "Firearms Prohibited on Public Property" to the Monterey Park Municipal Code.

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the August 16, 2023, City Council meeting. The staff report is attached for reference. Second reading and adoption of the Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully prepared and submitted by:

Justin A. Tamayo,
Deputy City Attorney

Reviewed and Approved by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Ordinance
2. August 16, 2023, City Council staff report (without attachments)

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. _____

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

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

SECTION 1: ***Findings***. The City Council finds and declares that:

A. Article XI, section 7 of the California Constitution grants Monterey Park the power to "make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

B. This includes the power to enact regulations that "meet existing conditions of modern life and thereby keep pace with the social, economic, moral and intellectual evolution of the human race." *Miller v. City of Los Angeles* (1925) 195 Cal. 477.

C. California law preempts the City's police powers in discrete areas but allows local government to govern other substantive areas. *Fiscal v City & County of San Francisco* (2008) 158 Cal.App. 4th 895.

D. The City's right to control its own property – in the same way as private property owners – is well-established. *See, e.g., District of Columbia v. Heller* (2008) 554 U.S. 570; *Cornelius v. NAACP Legal Defense and Education Fund* (1985) 473 U.S. 788 (*quoting Greer v. Spock* (1976) 424 U.S. 828); *Clark v. Burleigh* (1992) 4 Cal.4th 474; *Calguns Found., Inc. v. County of San Mateo* (2013) 218 Cal.App. 4th 661; Government Code § 37359; Penal Code § 171b(a)(1).

E. City-owned property is intended to be used only for general governmental functions and service to the public. Except for law enforcement purposes, the presence of firearms on City-owned property serves neither a governmental function nor is it in the public interest. While the City Council recognizes the constitutional protections for individuals to possess weapons, such rights are not unlimited and do not supersede the City's ability to control its own property.

F. The City reviewed this Ordinance 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"). CEQA and the CEQA Guidelines are collectively referred to as "CEQA Regulations."

SECTION 2: A new Chapter 13.18 entitled "Firearms Prohibited on Public Property" is added to the MPMC to read as follows:

"Chapter 13.18

Firearms Prohibited on Public Property

13.18.010. Purpose.

This chapter is adopted pursuant to Article XI, section 7 of the California Constitution for the purpose of prohibiting the possession of firearms on all City-owned property within the City of Monterey Park. The regulations set forth in this chapter are specifically intended to strike a reasonable balance between an individual's Constitutional rights and the City's obligations to protect public health and safety.

13.18.020. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

A. "Firearm" has the same meaning as Penal Code § 16520, as may be amended.

B. "Locked Container" means a locked container as defined in Penal Code § 16850, as may be amended, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

C. "Public Property" means all real property and facilities owned by the city in fee simple; all public ways as defined by Streets and Highways Code § 18609; all public service easements as defined in Streets and Highways Code § 8306; and all real property in which the City has a possessory interest. Public Property includes, without limitation, City Hall; the Bruggemeyer Library; the Corporation Yard; all parks and recreation facilities; all parking facilities; and all fire stations.

D. "Unloaded' means that there is no ammunition in either the chamber or magazine of the firearm.

13.18.030. Prohibitions.

It is unlawful for any person to possess any firearm on public property. This prohibition includes, without limitation, persons who possess a concealed weapons permit issued in accordance with California law.

13.18.040. Exceptions. The prohibition in this chapter does not apply:

A. Where the United States or California Constitutions allow possession of a firearm.

B. To law enforcement officers authorized to carry a firearm.

C. Persons issued a concealed weapons permit by the Monterey Park Police Chief in accordance with California law.

D. Transportation of unloaded firearms in a locked container."

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

SECTION 4: ***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 5: ***Enforceability***. Repeal of any provision of the MPMC 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 6: ***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 7: ***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 8: ***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 9: ***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 10: ***Recording***. The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: ***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 12: ***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 13: ***Effective Date***. This Ordinance becomes effective on the 30th day following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
August 16, 2023, City Council Staff Report (without attachments)

City Council Staff Report

DATE: August 16, 2023

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, Interim City Manager
Karl H. Berger, City Attorney

SUBJECT: Firearms Pledge and Ordinance prohibiting firearms on City-owned property

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Adopting a Resolution declaring the City Council's intent to support federal, state and local gun regulation including adopting various city-wide policies; approving a related voluntary Firearms Pledge for all elected officials; and authorizing the City Manager to implement the City Council's policies;
3. Introducing and waiving first reading of an Ordinance prohibiting the possession of firearms, with certain exceptions, on City-owned public property; and
4. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

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

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

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

BACKGROUND:

Since January, the City Council undertook a series of actions aimed at protecting public health and safety from firearms related incidents. In addition to lending the City's support to various federal and state legislation that, if adopted, would help curb the increase in gun violence, the City Council provided direction on matters under its own authority. Most of these are reflected in the staff report from July 19, 2023 which is attached (without any exhibits) for reference.

On July 19th, the City Council gave specific policy direction in three categories:

1. Draft an ordinance requiring all firearms in residences be securely stored in a locked container or disabled with a trigger lock;

2. Draft an ordinance prohibiting the possession of firearms on all City-owned property; and

3. Implement various policies as to Gun Violence Restraining Orders ("GVRO"); standard conditions of approval for firearms dealers; ensure destruction of all seized weapons; implement a gun buyback program; support new legislation regarding MCIs and weapons regulation.

As to Item No. 1, that draft Ordinance is a separate (but related) agenda item. The reason for this is the caution expressed during the July 19th meeting as to whether such regulations would be legally defensible after two significant court decisions in 2022.[1]

For Item No. 2, it is plain that the City Council may control all City-owned property. The City has the same right as private landowners to "preserve the property under its control for the use to which it is lawfully dedicated." This is reflected in California law which states that

> "the legislative body having control of any property owned or controlled by the city may at any time withdraw the property from the personal access and use of members of the public, or limit the access or use in area or time or in any other reasonable manner deemed necessary. Any person thereafter using the property without permission or in a manner other than that prescribed is a trespasser. . . ."

If adopted, the proposed Ordinance would prohibit (with exceptions for law enforcement personnel) the possession of loaded firearms on any City-owned property. That would

[1] *New York State Rifle & Pistol Assoc., Inc. v. Bruen* (2022) __ U.S. ___, 142 S.Ct. 2111; *United States v. Alaniz* (9th Cir. 2023) 69 F.4th 1124; *but see, Jackson v. City and County of San Francisco* (9th Cir. 2014) 746 F. 3d 953.

include, without limitation, persons carrying concealed weapons in accordance with valid permits.

For Item No. 3, the draft Resolution would memorialize the City Council's various policy directions and delegation of authority regarding, without limitation, firearms related legislation; GVROs; CUPs; and weapons destruction. As noted in the draft Resolution, the City Manager would be directed to participate in the "Increasing Access to Gun Violence Restraining Orders" campaign initiated by the Los Angeles County Board of Supervisors on August 8, 2023. The information provided to the Board of Supervisors on this matter is included as attachments. Additionally, the Resolution would incorporate by reference the prohibitions in AB 733 (2023 Fong) which is currently pending before the California Legislature. Specifically, the Resolution would direct the City Manager to destroy all weapons confiscated or acquired by the City that need not be preserved for evidentiary or other law enforcement purposes.

The draft Resolution includes a voluntary pledge for all elected officials in Monterey Park to dedicate themselves in taking all reasonable actions needed to protect the public from gun violence. That Pledge incorporates the City Council's policy expressions during the past eight months since the MCI occurred.

FISCAL IMPACT:

There are no specific fiscal impacts identified with the proposed actions. Should the the Interim City Manager exercise her contracting authority – as set forth in the draft Resolution – the City Council would be informed either as an informational item or via a budget adjustment.

Respectfully submitted by:

Inez Alvarez, Interim City Manager

Reviewed by:

Karl H. Berger, City Attorney

ATTACHMENTS:

A. Staff report dated July 19, 2023 (without attachments)
B. August 8, 2023 materials presented to the Los Angeles Board of Supervisors
C. Current text of AB 733 (2023 Fong)
D. Proposed Ordinance
E. Proposed Resolution

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Justin A. Tamayo, Deputy City Attorney

SUBJECT: Waive further reading and adopt an Ordinance adding Section 9.58.050 entitled “Safe Storage” to the Monterey Park Municipal Code.

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the August 16, 2023, City Council meeting. The staff report is attached for reference. Second reading and adoption of the Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully prepared and submitted by:

Justin A. Tamayo,
Deputy City Attorney

Reviewed and Approved by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Ordinance
2. August 16, 2023, City Council staff report (without attachments)

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO.

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

The City Council for the City of Monterey Park does ordain as follows:

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

A. On January 21, 2023, 11 people were murdered and nine were severely injured as the result of a shooting spree by an individual using a modified firearm that may be classified as an assault weapon.

B. A review of the City's records shows that the City does not presently regulate firearm storage within residences.

C. The City Council recognizes that the regulation of firearms is controversial. It cannot ignore, however, that the United States has less than 5% of the world's population but 46% of the world's civilian-owned guns (*see, e.g.,* "U.S. Gun Policy: Global Comparisons," Masters, Jonathan, Council on Foreign Relations, June 10, 2022). It ranks number one in firearms per capita (*Id.*) The United States also has the highest homicide-by-firearm rate of the world's most-developed nations (*Id.*). Consequently, this matter is a national and regional health concern that requires immediate, realistic, and practical responses.

D. Since the beginning of 2023, there have been more than 300 MCIs in the United States including the one in our community on January 21, 2023.

E. According to the Centers for Disease Control and Prevention ("CDC"), there were 45,222 firearm-related deaths in the United States in 2020. That equates to approximately 124 people dying from a firearm-related injury each day. More than half of firearm-related deaths were suicides and more than 4 out of every 10 were firearm homicides (*see* "Fast Facts: Firearm Violence Prevention," Centers for Disease Control and Prevention, May 4, 2022).

F. Studies demonstrate that child-access prevention ("CAP") laws reduce unintentional firearm injuries and deaths among children (*see, e.g.,* www.rand.org/research/gun-policy/analysis/child-access-prevention/unintentional-injuries.html; updated January 10, 2023). Additionally, studies that examined effects on young adults or adults provide limited evidence that these laws may reduce unintentional firearm injuries and deaths among adults as well.

G. It is vital that the City Council act to the greatest extent possible to protect this community from violence resulting from firearms. While the City of Monterey Park's ability to regulate firearms may be limited, it is empowered by the California Constitution to enact laws to protect public health and safety. Accordingly, this Ordinance is adopted in accordance with the City's police powers as enshrined in Article XI, § 7 of the California Constitution.

H. Firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally.

I. Improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children.

J. Having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as the theft of the firearm.

SECTION 4: *Environmental Assessment*. The City reviewed the environmental impacts of this Ordinance under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq*., the "CEQA Guidelines"). This Ordinance is not subject to further review environmental review because: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378). The Ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 5: *Amendment*. MPMC Chapter 9.84 (Weapons) is amended by adding a new section 9.84.050 (Safe Storage) to read as follows:

"9.85.050 Safe Storage

A. No person may keep a firearm within any residence unless the firearm is either (1) stored in a locked container; or (2) disabled with a trigger lock.

1. "Firearm" means any gun, rifle, pistol, or any other firearm as defined in Penal Code §16520, as may be amended from time to time.

2. "Locked Container" means a locked container as defined in Penal Code §16850, as may be amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

3. "Trigger Lock" means a trigger lock that is listed on the California Department of Justice's roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under Penal Code §23635.

4. "Residence" means any structure intended or used for human habitation, including, without limitation, houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single-room occupancy units, time-shares, mobile homes, and recreational and other vehicles where human habitation occurs.

B. This Section does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, state, or federal laws.

C. This Section does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, a peace officer (as defined in Penal Code § 830, *et seq*., as may be amended from time to time).

D. It is not the intention of this Section to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

E. Any person who owns or possesses a firearm must report the theft or loss of the firearm to the Police Chief, or designee, within 48 hours of the time the person suspected or knew that the firearm had been stolen or lost, if:

1. the person who owns or possessed the stolen or lost firearm resides in the city; or

2. the theft or loss of the firearm occurred in the City."

SECTION 6: *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 7: *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for

sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Reliance on Record*. 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 matter. The 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 9: *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 the 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 10: *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 11: *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 12: *Publications*. The City Clerk is directed to certify the passage and adoption of this Ordinance; 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 13: *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 fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 14: *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

ORDINANCE NO. ___ HAD ITS FIRST READING ON AUGUST 16, 2023, ITS SECOND READING ON SEPTEMBER 6, 2023, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF SEPTEMBER 6, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, City Attorney

_____
Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 2
August 16, 2023 , City Council Staff Report (without attachments)

City Council Staff Report

DATE: August 16, 2023

AGENDA ITEM NO: Old Business - 2B

TO: The Honorable Mayor and City Council

FROM: Justin A. Tamayo, Deputy City Attorney

SUBJECT: Consideration and possible action to introduce an Ordinance adding Section 9.58.050 entitled "Safe Storage" to the Monterey Park Municipal Code

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introduce and waive first reading of Ordinance No. _____ adding § 9.58.050 entitled "Safe Storage" to the Monterey Park Municipal Code;
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

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

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY)

Legislative: The recommended action involves a zoning code text amendment creating a Health Protection Zone. In considering such actions, the City Council acts in its discretionary legislative capacity (formulating rules that apply to all future uses).

ENVIRONMENTAL ASSESSMENT:

The City reviewed the environmental impacts of this Ordinance under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq*., the "CEQA Guidelines"). This Ordinance is not subject to further review environmental review because: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378). The

Ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

BACKGROUND:

California law makes it a crime for a gun owner to store a loaded firearm in a home, or within an area of the owner's control, and do so when the owner knows, or should know, that a child could access it without a parent's permission.[1] This means if an owner knows that a child can access a stored gun, the owner should: (1) make certain that it is unloaded, and (2) store it in a place outside of the child's access (like a locked container with a combination lock or a key lock). A violation of the above law is a misdemeanor offense. The crime is punishable by up to one year in county jail. This punishment will increase if a child accesses the weapon and causes harm, great bodily injury, or death.[2]

California law also makes it a criminal offense for a firearm owner to: (1) store a loaded gun in a home, or within an area of the owner's control, and do so when the owner knows, or should know, that a person prohibited from possessing a firearm under state law or federal law could access it.[3] This means if an owner knows that an adult who cannot possess a firearm can get to the stored weapon, the owner should: (1) make certain that it is unloaded, and (2) store it in a place outside of the adult's access (like in a locked container). A violation of the above law is charged as a misdemeanor. The crime is punishable by up to one year in county jail. This punishment increases if an adult accesses the weapon and causes harm, great bodily injury, or death.[4] In such cases, the crime can be charged as a felony and lead to custody in state prison for up to three years. Several California jurisdictions have adopted "safe gun storage" ordinances to bolster firearm safety in the home.

The City Council reacted to the Mass Casualty Incident (“MCI”) on January 21, 2023 by taking a number of actions intended to both mitigate the impact of the MCI in the community and reduce the likelihood of future incidents. Among other things, the City Council adopted Resolution No. 2023-R15 (Attachment 2) directing the City Manager and City Attorney to make recommendations regarding a number of gun-related matters.

The proposed Ordinance is one of several of items considered by the City Council on July 19, 2023. At that time, the City Council directed that this Ordinance be drafted for consideration. If adopted, the Ordinance would add a new section 9.58.050 to the MPMC entitled “Safe Storage.” The proposed ordinance requires any person in a residence in within the City to store firearms in a locked container or disable them with an appropriate safety device in the home. Keeping a firearm locked when it is not being

[1] Penal Code § 25100.
[2] *Id*.
[3] *Id.*
[4] *Id.*

carried prevents unauthorized users, including children, from accessing and using firearms which can reduce unintentional discharges, firearm theft, and suicide.

The requirements of this ordinance do not apply when a firearm is legally carried on the person, or otherwise in his or her immediate possession and control, nor when the firearm is in the immediate possession and control of a peace officer. The ordinance as proposed does not create a substantial to burden to persons lawfully carrying and storing firearms in the home, but it requires safe firearm storage in an effort to decrease the risk of harm to children and the entire community.

FISCAL IMPACT:

None.

Respectfully submitted by:

Justin A. Tamayo
Deputy City Attorney

Reviewed by:

Karl H. Berger,
City Attorney

ATTACHMENTS:

1. Ordinance No. _____ adding § 9.58.050 to the Monterey Park Municipal Code.;

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: Waive further reading and adopt an Ordinance amending the Monterey Park Municipal Code, Chapter 21.19, entitled "Inclusionary Housing" to implement the Monterey Park Housing Element (Zoning Code Amendment No. 22-01 (ZCA-22-01)).

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the August 16, 2023 City Council meeting. At the same meeting, City Council directed staff to seek out a consultant to conduct a financial evaluation of the inclusionary housing ordinance. The original staff report (from August 16, 2023) is attached for reference. Second reading and adoption of the Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Interim Planning Manager

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance – Zoning Code Amendment (ZCA-22-01) – Amending Chapter 21.19, entitled “Inclusionary Housing”
2. City Council Staff Report, dated August 16, 2023 (without attachments)

ATTACHMENT 1

Draft Ordinance – Zoning Code Amendment (ZCA-22-01) – Amending Chapter 21.19, entitled “Inclusionary Housing”

ORDINANCE NO.

AN ORDINANCE ADDING CHAPTER 21.19, ENTITLED "INCLUSIONARY HOUSING," TO THE MONTEREY PARK MUNICIPAL CODE

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

SECTION 1: The City Council finds and declares that:

A. On January 19, 2022, the City Council adopted the 2021-2029 Housing Element in accordance with California law. The Housing Element was certified on March 30, 2023.

B. Goal 4 of the City's 2021-2029 Housing Element seeks to provide housing that meets the needs of all economic segments of the community.

C. Policy 4.1 of the Housing Element encourages the use of regulatory structures to facilitate affordable housing.

D. Program 15 of the Housing Element identifies Inclusionary Housing regulations as a method for increasing affordable housing.

E. To help implement the Housing Element, the City drafted the proposed Ordinance ("ZCA 22-01") pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.020.

F. On September 7, 2022, the City Council discussed draft inclusionary housing regulations. At that meeting, the City Council gave direction to the Interim Community Development Director regarding how such regulations should be drafted.

G. On September 27, 2022, the Planning Commission conducted a duly noticed public hearing to assess the proposed MPMC amendments in ZCA 22-01.

H. On November 2, 2022, the City Council conducted a duly noticed public hearing regarding ZCA-22-01. Following the public hearing, the City Council referred the ordinance back to the Planning Commission for additional consideration, with direction to the Interim Community Development Director to include an option for land donation as part of the inclusionary housing regulations.

I. The City reviewed this Ordinance 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"). CEQA and the CEQA Guidelines are collectively referred to as "CEQA Regulations."

J. Notice of Public a Hearing before the Planning Commission was duly given and published in the time, form, and manner as required by law.

K. In *Building Industry Association v. City of San Jose* (2015) 61 Cal.4th 435, the California Supreme Court upheld cities' ability to adopt inclusionary housing requirements utilizing their police powers.

L. Pursuant to Government Code §§ 65850 and 65850.1, cities may adopt ordinances requiring inclusionary housing requirements for rental residential developments so long as they offer alternative means of compliance.

M. On April 25, 2023, the Planning Commission conducted a duly noticed public hearing regarding ZCA 22-01. Thereafter, it adopted Planning Commission Resolution No. 02-23 recommending that the City Council adopt this Ordinance.

N. The findings in this Resolution are made based on the entire administrative record including testimony and evidence presented to the Planning Commission on September 27, 2022; the City Council at its November 2, 2022, public hearing; the April 25, 2023, public hearing before the Planning Commission; and the public hearing held by the City Council on including, without limitation, the staff reports submitted by the Community Development Director.

SECTION 2: Pursuant to MPMC § 21.38.050, the City Council finds as follows:

A. The MPMC regulations in this Ordinance are consistent with the goals, policies and objectives of the General Plan. Among other things, these regulations will provide housing opportunities for households in all income levels without constraining housing development in the City.

B. These regulations will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

C. These regulations promote public health, safety, and general welfare and serve the goals and purposes of the MPMC's zoning regulations. The inclusionary housing regulations will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations. Among other things, the regulations will facilitate creation of housing to address the Legislature's determination regarding a statewide housing shortage for households of very low-, low-, and moderate-incomes.

SECTION 3. *Environmental Assessment.* Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; "CEQA") and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines"), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review

for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a "project" as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).
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SECTION 4: A new Chapter 21.19 is added to the MPMC to read as follows:

"Chapter 21.19

INCLUSIONARY HOUSING

21.19.010 Purpose.
21.19.020 Definitions.
21.19.030 Applicability; Exemptions.
21.19.040 Inclusionary Housing Unit Requirements.
21.19.050 Alternative Compliance.
21.19.060 Standards for Inclusionary Housing Units.
21.19.070 Eligibility Requirements.
21.19.080 Inclusionary Housing Plan.
21.19.090 Inclusionary Housing Agreement.
21.19.100 Modifications or Waivers.
21.19.110 Administration and Enforcement.

21.19.010 Purpose.

This Chapter is adopted in accordance with Article XI, § 7 of the California Constitution and Government Code §§ 65850 and 65850.1 for the purpose of establishing requirements, standards, and procedures to facilitate affordable housing development for a range of households with varying income levels.

21.19.020 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:

A. "Affordable housing" means dwelling units made available to low-, very low-, or moderate-income households.

B. "Affordable housing cost" has the same meaning as set forth in Health and Safety

Code § 50052.5 and any successor statute or regulation.

C. “Affordable rent” has the same meaning as set forth in Health and Safety Code § 50053 and any successor statute or regulation.

D. “Area median income” means the median family income of a geographic area.

E. “Developer” means the person or persons seeking City approval of a project.

F. “Director” means the City Manager, or designee.

G. “Dwelling unit” means one or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household.

H. “Eligible household” means a household eligible to purchase or rent an inclusionary housing unit, as applicable.

I. “Health care facility” means a facility, place, or building, other than a hospital, which is maintained and operated as a residence for patients to provide them long-term medical care, and includes nursing homes, intermediate care facilities, extended care facilities, hospice homes, and similar facilities licensed by the California Department of Health Services pursuant to Health and Safety Code § 1200, *et seq*.

J. “HUD” means the United States Department of Housing and Urban Development.

K. “Inclusionary housing unit” means a dwelling unit built pursuant to the requirements of this chapter and made available to very low-, low-, or moderate-income households.

L. “Inclusionary housing in-lieu fee” is a fee adopted by city council resolution in accordance with this chapter the payment of which may satisfy a developer’s obligations in this chapter.

M. “Low-income household” means a household income that does not exceed 80% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50079.5 and any successor statute or regulation.

N. “Market rate unit” means a dwelling unit where the rental rate or sales price is not restricted by applicable law.

O. “Moderate-income household” means a household income that does not exceed 120% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50093 and any successor statute or regulation.

P. “Project” means any residential or mixed-use proposal for the creation of five or more new dwelling units.

Q. “Very low-income household” means a household income that does not exceed 50% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50105 and any successor statute or regulation.

21.19.030 Applicability; Exemptions.

A. This chapter applies to projects for rent or sale, including the residential portions of mixed-use developments. It may also be incorporated as a public benefit into any development agreement approved pursuant to this code.

B. The following are exempted from this chapter’s requirements:

1. Any eligible project for which the City enters into a development agreement that provides comparable community benefits, as determined by the City Council.

2. Any eligible project that is 100% affordable for very low-, low-, or moderate- income households that will be deed-restricted for a period of at least 55 years for rental units or 45 years for for-sale units.

3. Development of emergency shelters, community care facilities, or health care facilities.

4. Reuse of a designated landmark or contributing structure for housing within a historic district.

5. Accessory dwelling units, junior dwelling units, or units created pursuant to Government Code §§ 65852.21 and 66411.7, provided that the replacement or restoration does not increase the number of existing units by five or more.

6. Residential building additions, repairs, or remodels, provided the work does not increase the number of existing units by five or more.

7. Replacement or restoration of residential units damaged or destroyed by fire, flood, earthquake, or other disaster, provided that the replacement or restoration does not increase the number of existing units by five or more.

8. Any eligible project otherwise exempt under state or federal law.

21.19.040 Inclusionary Housing Unit Requirements.

A. Inclusionary Units for Rent. Developers proposing a rental project must rent 15% of the units to affordable households at an affordable rent, as follows:

1. Nine percent to very low-income households or low-income households; and

2. Six percent moderate-income households.

B. Inclusionary Units for Sale. Developers with projects for sale must sell 15% of the units to moderate-income households at an affordable housing cost.

C. Calculation of Inclusionary Housing Units Fractional Units.

1. The percentage of inclusionary housing units required in this section will be applied to the project's total number of proposed dwelling units.

2. If an inclusionary housing unit calculation in this section results in a fractional remainder, the developer may choose one of the following options: round up to the next whole number when the fraction is 0.5 or higher and provide the resulting unit on site; or pay the fractional amount of inclusionary housing in-lieu fees pursuant to this chapter.

21.19.050 Alternative Compliance.

A. Inclusionary Housing In-lieu Fee; Affordable Housing Trust Fund.

1. The inclusionary housing unit requirements of this chapter may be satisfied if the developer causes an inclusionary housing in-lieu fee to be paid to the City. This may be accomplished by providing some of the required inclusionary housing units onsite and paying an the in-lieu fee required under this section for any remaining, required inclusionary housing units.

2. The inclusionary housing in-lieu fee must be paid, in full, to the City before it issues a final certificate of occupancy for the project.

3. An affordable housing trust fund is created. All funds authorized in this chapter must be deposited into this inclusionary housing trust fund. The monies in such fund must be used exclusively for providing affordable housing in the City and for reasonable costs associated with the acquisition, development, maintenance, improvement, and oversight of affordable housing. Such additional uses may be designated by City Council resolution.

B. Off-site Units.

The Director may determine that a developer has met this chapter's requirements if the developer develops, or causes a qualified third-party affordable housing developer to develop, allocated affordable housing units off-site on property located within the City's jurisdiction in accordance with the following requirements:

1. Any third-party (e.g., a nonprofit housing agency) the developer associates with to create off-site units under this section must agree, in writing, to all the provisions of this chapter and be a signatory to the inclusionary housing agreement required under this chapter.

2. The off-site affordable units developed must at least be equal to the inclusionary housing units required for the project and consistent with the standards set forth in this chapter.

3. To ensure the creation of the off-site affordable units, developer must provide a surety, in a form approved by the City Attorney, equal to 25% of the total estimated cost to construct the off-site affordable units to ensure performance. Examples of sureties that may be acceptable include the following: performance bonds; surety bonds; cash deposits; money orders; letters of credit; and certificates of deposit. The Director will relinquish the surety at the time that the Building Official issues a final certificate of occupancy for the last of the off-site affordable units.

4. The developer must pay an in-lieu fee in an amount required by this chapter to the City in the event the off-site units are not timely completed.

C. Land Dedication or Conveyance.

The Director may determine that a developer met this chapter's requirements if the developer dedicates off-site real property in accordance with all the following requirements:

1. The property must be fully within the City's jurisdiction.

2. The developer must identify and offer for dedication or conveyance the property subject to this section at the time of project application and concurrently provide proof to the Director's satisfaction evidencing the property's value and developer's transferable, unencumbered interest in the property.

3. The developer must provide evidence to the Director's satisfaction that shows the property is free from environmental contamination, has access to public streets, and utilities, and suitable for affordable housing development pursuant to applicable law.

4. The land must be transferred to the City or City-approved developer specializing in affordable housing development.

5. The land and constructed units thereupon must be deed restricted, in a manner approved by the City Attorney, that secures the units' continued affordability.

6. The City Manager will make a recommendation to the City Council whether to accept or deny the proposed dedication or conveyance. The City has no obligation

to accept any proposed dedication or conveyance made in accordance with this subsection.

21.19.060 Standards for Inclusionary Housing Units.

A. Projects with inclusionary housing units are subject to the following requirements:

1. The developer must identify all contiguous property under common ownership or control in its project application. If the developer does not plan to develop all such property, then it must record a covenant, in a form approved by the City Attorney, requiring that such undeveloped property include inclusionary housing units or pay the in-lieu fee as required by this chapter at such future date that an application is filed for ministerial or discretionary approval of a residential development subject to this chapter. Such covenant must run with the land and be effective for at least 30 years pursuant to Civil Code § 885.030.

2. All inclusionary housing units must be reasonably dispersed throughout the project to avoid any concentration of inclusionary units within a project.

3. All inclusionary housing units must be comparable to market rate units included within a project in terms of number of bedrooms, design, materials, size, finished quality, appearance, or other material conditions.

4. All inclusionary housing units must be accessible to project amenities, utilities, and facilities available to market rate units at the same or lower cost chargeable, if at all, to market rate units.

5. All inclusionary housing units must be constructed before or concurrent with the construction of market rate units in the project, and in phased projects, inclusionary housing units may be constructed in proportion to the number of units in each phase of the residential development.

6. A developer must submit a written report to the Director, within 30 days of the Director's written request, that identifies the income and family size of the occupants of the inclusionary unit. The City may impose a fee established by city council resolution to recover its associated regulatory costs pursuant to this chapter.

B. Inclusionary housing units for sale are subject to the following restrictions:

1. Such for-sale units must be deed restricted to the target household income group for a minimum of 45 years.

2. The developer, property owner, and all subsequent owners of an inclusionary housing unit offered for sale must certify, in a form and content acceptable to the Director, the purchaser's income.

3. An owner of such a for-sale unit is prohibited from leasing or renting the unit unless the City gives its prior written consent to such lease or rental based on economic hardship, shown by substantial evidence by the owner.

4. Except as otherwise provided, a purchaser of inclusionary housing units offered for sale must occupy the unit as a "principal residence" as such term is defined for federal tax purposes in the United States Internal Revenue Code. Upon good cause shown, supported by substantial evidence, the Director may allow a purchaser to rent inclusionary housing units to persons within the same household income category.

5. The City must approve subsequent owners of such for-sale units who must meet the same qualifications as the original owner.

6. Before the escrow closing for such a for-sale unit, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, resale price restrictions, in a document written in plain language and approved in writing by the Director.

7. Title in a for-sale unit may transfer because of changes in circumstance including, without limitation, death, marriage, and divorce. Except as otherwise provided, if such a changed circumstance results in a title transfer which causes a household to become ineligible for an inclusionary housing unit then the housing unit must be sold to an eligible household within nine months after such title transfer occurs.

8. Upon the death of one owner, title in the for-sale unit may transfer to the surviving joint tenant without respect to the joint tenant's household income eligibility.

9. If a for-sale unit is sold for an amount more than the resale price authorized under this chapter, the buyer and seller are jointly liable to the City for the entire purchase price of the unit. Funds recovered by the Director must be deposited in the affordable housing trust fund. The foregoing notwithstanding, the Director may allow the buyer and seller up to 180 days to cure any violation of this chapter's resale price restrictions upon the buyer and seller's written request for such cure period.

C. Inclusionary housing units for rent are subject to the following restrictions:

1. Such rental units must be deed restricted to the target household income group for a minimum of 55 years.

2. The owner of the rental units must certify to the Director, in a form acceptable to the City Attorney, the income of the tenant at the time of the initial rental and annually thereafter.

3. The renter of an inclusionary housing unit is prohibited from subleasing the unit unless the Director gave its prior written consent to such sublease based on demonstrated hardship by the renter as shown by substantial evidence. Any rent obtained through an unpermitted sublease of an inclusionary housing unit is forfeited to the City, and recovered funds must be deposited in the affordable housing trust fund.

4. The Director may require the execution and recording of whatever documents are necessary or useful in ensuring enforcement of this section, in a form approved by the City Attorney, which must be recorded against all applicable inclusionary units.

5. Before the escrow closing of an inclusionary housing unit for rent, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, to resale price restrictions in a document written in plain language and approved, in writing by the Director.

21.19.070 Eligibility Requirements.

A. Unless otherwise provided, only eligible households are authorized to occupy inclusionary housing units in this chapter.

B. Elected and appointed officials or employees of the City subject to the City's conflict of interest code are ineligible to occupy an inclusionary housing unit created under this chapter.

21.19.080 Inclusionary Housing Plan.

No application for a project subject to this chapter's requirements will be complete until the developer submits an inclusionary housing plan to the City in a form acceptable to the Director that contains all of the following, as applicable:

A. The number, type, and location of all inclusionary housing units for the project.

B. Any requested modifications or waivers and the basis therefore.

C. A detailed methodology for determining the rental rates or sale prices of all inclusionary housing units.

D. The affordability level and affordability term for each inclusionary housing unit.

E. Deed restrictions, including applicable sale and rent limitations set forth in this chapter.

F. A timeline of project phasing, including completion timelines for inclusionary housing units in relation to market rate units.

G. The financing for ongoing monitoring and administrative costs.

H. Enforcement mechanisms to ensure that inclusionary housing units are occupied by eligible households and are not sold, rented, leased, sublet, assigned, or otherwise transferred to non-eligible households.

I. The manner in which inclusionary housing units will be marketed and filled, including the screening and qualifying of prospective renters or purchasers of inclusionary housing units.

21.19.090 Inclusionary Housing Agreement.

A. A written inclusionary housing agreement, in a form approved by the City Attorney, must be entered into between the developer and the City for any project providing onsite inclusionary housing units or off-site inclusionary housing units pursuant to this chapter.

B. The inclusionary housing agreement must include the following:

1. All information required for an inclusionary housing plan.

2. A clause authorizing the recovery of City costs, including, without limitation, attorney's fees, incurred in any action taken to enforce compliance with the inclusionary housing agreement.

3. Any additional reasonable information the Director requires in ensuring compliance with this chapter.

C. The Building Official will not issue a building permit for a project subject to this section's requirements until all of this chapter's applicable requirements of are satisfied, including, without limitation, full execution of an inclusionary housing agreement.

D. The inclusionary housing agreement must be recorded with the Los Angeles County Recorder and will run with the land, binding any developer successor in interest, including bona fide purchasers.

21.19.100 Modifications or Waivers.

A. The Director may modify or waive this chapter's requirements if the developer demonstrates for good cause shown and by substantial evidence to the Director that this chapter's application would constitute a violation of applicable law or a taking of property in violation of the United States or California Constitutions.

B. Any developer requesting an adjustment or waiver of this chapter's requirements must submit documentation concurrently with filing the project application that presents substantial evidence to support the adjustment or waiver request. This documentation

must set forth in detail the factual and legal basis for any such claim.

C. Before or in conjunction with a decision on the proposed project, the Director must render a written decision on the proposed adjustment or waiver of this chapter's requirements. The Director's decision may be appealed to the Planning Agency in a manner provided in this code.

21.19.110 Administration and Enforcement.

A. The City Council may establish fees or regulations by resolution for the City's ongoing administration of this chapter.

B. Any public official, employee, or agent's failure to fulfill this chapter's requirements does not excuse any person, owner, household, or other party from complying with such requirements.

C. The Building Official may not issue a final certificate of occupancy for a project subject to this chapter's requirements until all of this chapter's applicable requirements are satisfied, unless otherwise provided in an inclusionary housing agreement.

D. In addition to the general remedies provided in this code and other applicable law, the City Attorney is authorized to take any appropriate enforcement action to ensure compliance with this chapter, including, without limitation:

1. Actions to revoke, deny, or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval.

2. Actions to recover civil fines, restitution to prevent unjust enrichment for violating this chapter, and/or enforcement costs, including attorney's fees.

3. Eviction or foreclosure.

4. Any other appropriate action for injunctive relief or damages."

SECTION 5: *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 6: *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 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: *Recordation*. The City Clerk, or designee, 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, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY

_____
Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 2

City Council Staff Report, dated August 16, 2023 (without attachments)

City Council Staff Report

DATE: August 16, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A continued public hearing to consider introduction and first reading of Zoning Code Amendment No. 22-01 ("ZCA-22-01"), an ordinance adding the Monterey Park Municipal Code, Chapter 21.19, entitled "Inclusionary Housing" to implement the Monterey Park Housing Element.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing to introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 ("Inclusionary Housing") to the Monterey Park Municipal Code ("MPMC") to implement the Monterey Park Housing Element; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

BOARD/COMMISSION REVIEW:

The Planning Commission, at its April 25, 2023 meeting, reviewed the Inclusionary Housing Ordinance ("IHO"), and recommended City Council approval, with a minor change. The Commission recommended that a change be made to the IHO so that in

cases where the number of required affordable units results in a fractional unit, the number would be rounded up to the next whole number for units to be provided on-site or the in-lieu fees be paid.

EXECUTIVE SUMMARY:

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

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

Major findings from staff's research and analysis include:

1. City would likely not be at a competitive disadvantage if an IHO is adopted, but a feasibility study can better evaluate the City's market trends to ensure that the IHO does not deter housing production and that the correct in-lieu fee is established;
2. Funds from developer-paid-in-lieu fees may be used for a variety of uses to help leverage affordable housing, as determined by City Council;
3. Comparable community benefits may include facilities, improvements and programs which enhance quality of life for City residents;
4. In addition to the Density Bonus regulations, incentives, such as fee waivers, may be offered to encourage construction of lower income housing units;
5. IHO contains affordability requirements which may be best monitored through a housing consultant; and
6. Periodic review of IHO is recommended at 3-5 year intervals.

COUNCIL REQUESTED INFORMATION:

During the June 7, 2023 City Council meeting, the Council requested staff make changes to the IHO and provide additional related information such as:

1. Revise calculation of inclusionary housing fractional units;
2. Effects of IHO on the development community and will it help meet Regional Housing Needs Allocation ("RHNA");
3. Use of in-lieu fees;
4. Examples of comparable community benefits;
5. Clarification of affordability term;
6. Incentivizing creation of units for lower income level; and
7. Enforcement and compliance.

Staff made the requested changes to the ordinance related to rounding of fractional units

for the calculation of inclusionary housing units or in-lieu fees. Additionally, staff conducted research to provide this analysis to the Council.

Development Trends and RHNA

According to a 2007 study by the Furman Center for Real Estate and Urban Policy – NYU[1], the effects of an IHO includes predictions that developers may build or invest in other jurisdictions that do not have IHO programs and they may make up for the lost revenues by raising prices on market rate units. However, it should be noted in the 6th cycle of Housing Elements (2021-2029), many adjacent cities include programs to institute an inclusionary housing ordinance, such as San Gabriel and Montebello. Nearby cities, such as Alhambra, South Pasadena, and Pasadena already have IHOs in place.

In an article by Cal Matters[2], the author states that voluntary incentives generate more affordable housing, while housing mandates such as IHO's increase cost and dampen housing production. The City's recently updated Density Bonus regulation provides a menu of incentives from which developers may choose if a proposed project provides a minimum number of affordable units. Additionally, while some cities offer added density as an incentive for building affordable units, Monterey Park already allows unlimited density within its Mixed-Use land use designation, which is located in the Downtown and adjacent areas along the entire Garvey Avenue corridor, portions of Garfield Avenue and north Atlantic Boulevard[3]. The City's Density Bonus ordinance and unlimited density in the Downtown and adjacent areas help encourage housing production; other areas of the City where unlimited density is not allowed may be impacted by the IHO.

Whether the IHO will assist with meeting the City's RHNA, the city of Pasadena may provide a case study since it adopted its IHO in 2001. According to Pasadena's 2021-2029 Housing Element[4], an evaluation of its progress with implementing their 5th cycle Housing Element (2014-2021) was conducted. From 2014 to 2020, 432 inclusionary affordable units were built and $14,283,090 in developer-paid-in-lieu fees were added to its Inclusionary Housing Trust Fund. Pasadena's lower income housing RHNA requirements was 547. It appears as through Pasadena fell short of meeting this requirement by 115 lower income units. Their Housing Element went on to describe changes to Pasadena's IHO that were adopted in 2019 as follows:

1. Raised based inclusionary requirement from 15% to 20%;
2. Raised in-lieu fee to maximum levels supported by feasibility study;
3. Eliminated trade-down provisions, resulting in affordable units counting the same regardless of income level; and
4. Created concession menu as an alternative for applicants.

[1] Been, Meltzer, & Schuetz. The Effects of Inclusionary Zoning on Local Housing Markets (2007).
[2] Ward, Jazon. Affordable-housing production needs more sugar, less vinegar (2022).
[3] Monterey Park Land Use and Urban Design Element (2020).
[4] Pasadena 2021-2029 Housing Element (2022).

In summary, it does not appear that Monterey Park would be at a competitive disadvantage were it to adopt the IHO. A feasibility study, however, can better evaluate the City's market trends to ensure that the IHO does not deter housing production and that the appropriate in-lieu fee is established.

In-Lieu Fee Usage

The proposed IHO provides an option to developers for paying in-lieu fees instead of providing on-site affordable units. These fees would be deposited into a fund created to leverage affordable housing units. The City Council will be able to set the priorities on the appropriate use of in-lieu fee funding. Potential uses of this funding may include:

1. Gap funding for pre-development or construction of affordable housing projects;
2. Subsidies to target specific income level units, special needs housing, homeless housing, or transitional housing;
3. Capital improvements or studies (e.g. infrastructure, environmental, or other types of studies) needed to facilitate the construction of affordable housing;
4. Affordability preservation of existing affordable units;
5. Rehabilitation of existing affordable units;
6. First-time homebuyers' program;
7. Enforcement and compliance;
8. Administrative costs;
9. Annual membership fee for San Gabriel Valley Regional Housing Trust; and
10. Acquisition of parcels to facilitate the construction of affordable housing.

Comparable Community Benefits

The draft IHO includes a provision which exempts any eligible project from which the City enters into a development agreement that provides a comparable community benefit. Community benefits are negotiated as part of development agreements for large-scale projects (e.g. housing projects with 10 or more units; hotels with more than 25 guest rooms; industrial projects on lots greater than one acre) and generally include developer paid facilities, improvements, or programs that can be enjoyed the community and enhance quality of life. Examples of comparable community benefits, include:

1. Infrastructure improvements (e.g. traffic lights, street paving, sidewalks, bike lanes, walking paths);
2. Park improvements;
3. Public facility improvements;
4. Public art;
5. Dedication of land for public use; and
6. Programs for the community.

Incentives

Recently, the City updated its Density Bonus regulations, which can be used in combination with the IHO and provides developers with incentives and concessions in exchange for building affordable units. The Density Bonus regulations allow developers to choose from a menu of incentives that include reduced setbacks, increased building height, reduced open space among others, while increasing the density on a project and lowering the parking requirements.

In addition to the Density Bonus regulations, other incentives that the City could explore to incentivize construction of lower income housing units include:

1. Expedited processing, and
2. Direct public subsidies.

Below is a graph (Figure 1) from a 2021 study (Wang & Balachandran[5]) that shows other incentives that can be combined with an IHO. The majority of cities nationwide (57%) offer Density Bonus as an incentive, but other types of incentives offered by cities drop off substantially.

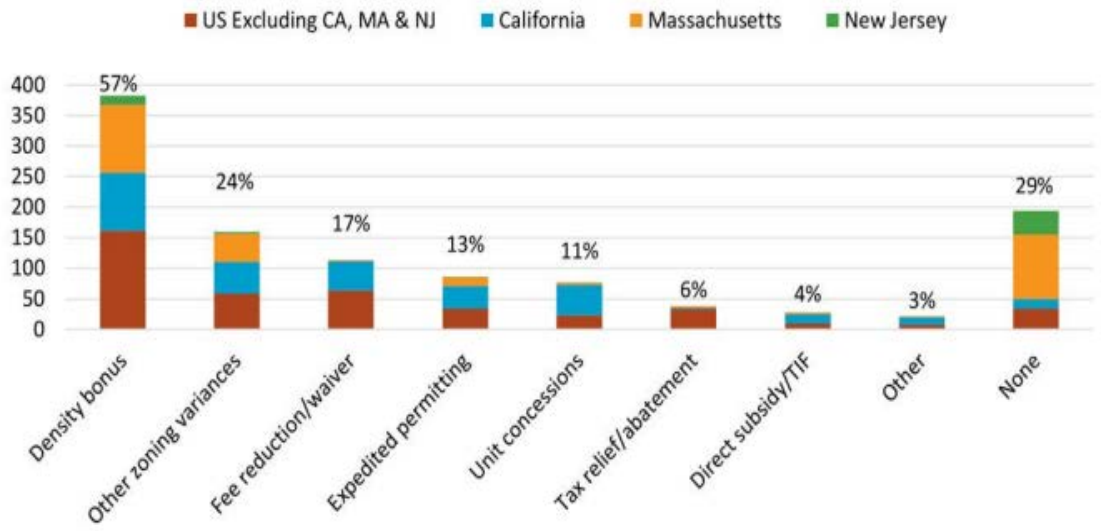

Figure 1: Incentives by Percentage Survey

Affordability and Enforcement

The draft IHO requires that for-sale units remain affordable for a term of 45 years and that rental units remain affordable for a term of 55 years. If purchasing a unit, the owner must occupy the unit as a principal residence and the City must approve subsequent buyers to ensure they meet the income qualifications and resale price restrictions. For rental units,

[5] Wang & Balachandran. Inclusionary Housing in the United States (2021)

the owner of the unit must certify to the City that the tenant is income qualifying at initial rental and annually thereafter.

Should the IHO be adopted, staff will calculate the number of affordable units and collect in-lieu fees, as applicable. However, as affordable units come on-line as part of the IHO, additional staff with insight and knowledge about tracking and evaluating affordable units and the maintenance of such affordability levels will be necessary to provide enforcement and monitoring. Staff recommends that a housing consultant be retained to help track, provide oversight and enforce the IHO and its projects.

Periodic review of the IHO is also desirable to measure whether or not the program is successful in creating and maintaining affordable housing units. Generally, periodic review of an IHO occurs sometime between 3-5 years to allow for projects to go from entitlement to construction completion to best measure the IHO's effectiveness. The five-year mark also coincides with Government Code § 66001(d) that requires reporting of any funds collected, in this case, in-lieu fees, and City must make findings of funds collected and expended.

2023-2024 STRATEGIC PLAN GOAL:

The proposed ordinance supports the City's goal of expanding **housing** opportunities for all. Adoption of the IHO will meet Program 15 of the Monterey Park Housing Element which states that the City Council will consider an inclusionary housing ordinance. Additionally, the IHO will encourage the production of affordable housing units in new housing developments.

FISCAL IMPACT:

There no identifiable fiscal impacts associated with adopting the Ordinance itself (other than costs associated with codifying the Ordinance). Should the City Council adopt the IHO, an in-lieu fee will be considered at a subsequent meeting. The in-lieu fee will generate a funding source that can potentially be used for the creation or maintenance of affordable housing units within the City. At this time, City does not have an estimate of how much funding will be collected as it is dependent on how many projects are subject the IHO and how many developers will elect to use the in-lieu fee option.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Interim Planning Manager

Approved by:

Inez Alvarez
Interim City Manager

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Redlined Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.19, entitled “Inclusionary Housing” (with Planning Commission recommendation)
2. City Council Agenda Report dated, June 7, 2023
3. Planning Commission meeting comment/recommendation summary, dated September 27, 2022
4. Survey of Inclusionary Housing Ordinances in Surrounding Communities
5. Notice of Exemption

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3L

TO: Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: One-year Time Extension for Tentative Map No. 82607 (TM-20-03) – 126 North New Avenue (Assessor's Parcel No. (APN 5286-019-013))

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Adopting a resolution approving a Time Extension for Tentative Map No. 82607 (TM-20-03); and
(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 under Resolution No. 12259. No additional environmental review is necessary.

EXECUTIVE SUMMARY:

The applicant, Jimmy Lee of LDC, Inc. on behalf of the property owner Greenstate Holding Inc., seeks a first, one-year time extension to record the final map related to the Whitmore Villas project. The project proposes to subdivide one lot into two lots. In addition, the project consists of construction of 63 new residential units and a subdivision of air rights for townhome purposes. The applicant timely filed this application request on July 6, 2023.

Pursuant to Monterey Park Municipal Code ("MPMC") § 20.04.120, the City Council "will either approve, conditionally approve or deny extension requests. Each extension of tentative map approval or conditional approval may be allowed for a period not exceeding one year from the anniversary date of the map's original approval. The total time of extensions cannot exceed six years from the initial expiration date." It is recommended that the City Council determine whether good cause for the extension exists.

BACKGROUND:

On July 6, 2023, Jimmy Lee on behalf of Greenstate Holding Inc., applied for a one-year time extension for TM-20-03 to subdivide one lot into two lots located at the southeast corner of New Avenue and Whitmore Street. The property is zoned R-3 (High-Density Residential) and is designated High Density Residential (HDR) in the General Plan.

Originally, on July 21, 2021, the City Council adopted Resolution No. 12259 approving Tentative Map No. 82607 (TM-20-03), which provided two years to record the final map, as permitted by Government Code § 66452.6. The map remained valid until July 21, 2023; the Applicant submitted an application, fees, and a request for an extension dated July 6, 2023. The expiration is suspended until such time that the City Council makes a determination on this request.

Community Development Department staff reviewed the Applicant's design plans and staff, as designated by the Director, approved the architectural design on January 30, 2023. Construction plans have been submitted for plan check and have been approved by Fire Prevention, Building & Safety, and Planning Divisions. The various divisions approved the plans between late 2022 and early 2023. Building permits for the construction of the residential units have not yet been issued for this project.

This is the first one-year extension requested by the Applicant. Based on the above information provided on the project, the Applicant has been working with the City to move forward with their project. However, additional time is needed. Therefore, the recommended action to extend the tentative map includes consideration of an actions taken by the Applicant to complete the project. Pursuant to MPMC § 20.04.120, the City Council may extend a tentative, where such extensions do not exceed an aggregate of six years. If approved, TM-20-03 will expire on July 21, 2024.

2023-2024 STRATEGIC PLAN GOAL:

The proposed time extension supports the City's goal of **housing**. Adoption of the resolution will implement Goal 9 of the Monterey Park General Plan, Land Use and Urban Design Element which encourages the development of for-sale residential units, such as townhomes, to promote and produce homeownership opportunities.

FISCAL IMPACT

There are no identifiable fiscal impacts associated with the adoption of the Resolution.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Kevin Tan
Assistant Planner

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. TM-20-03 – *Applicant's time extension request letter; dated July 6, 2023 & updated letter dated August 29, 2023*
2. Draft Resolution extending TM-20-03

ATTACHMENT 1
TM-20-03 – Applicant's time extension request letter, dated July 6, 2023 & updated letter dated August 29, 2023

From: Jimmy Lee <JLee@ldcLA.com>
Sent: Thursday, July 6, 2023 9:34 AM
To: Tan, Kevin <KTan@MontereyPark.ca.gov>
Cc: Feng Xiao <feng@fxarchitect.com>; Steve Hunter <SHunter@ldcLA.com>
Subject: RE: 126 N. New Ave. Tract Map 082607

[EXTERNAL EMAIL]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kevin,

The time extension is required due to the fact that the project is currently going through plan check process through City Public Works; required bonds and subdivision agreements will be finalized once the improvement plans are approved as part of the final map recordation requirements. The owner is also working with the City on the project CC&R review as part of the final map clearance; therefore, additional time would be required to complete the required tasks in order to record the final map.

Thank you.

Jimmy Lee, Project Planner
Land Design Consultants, Inc.
800 Royal Oaks Drive, Suite 104
Monrovia, CA 91016
Ph.: 626-578-7000 x 2112
Email: jlee@ldcla.com
Monday to Thursday

LAND DESIGN CONSULTANTS, INC.
Land Planning, Civil Engineering, Surveying & Environmental Services

August 29, 2023

Jessica Serrano
Director of Community Development
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

Re: Subdivision Map Time Extension Request for Vesting Tentative Map No. 082607
126 N. New Ave. (City TM 20-03)
Our Project No.: 20006-001

Dear Ms. Serrano,

On behalf of the project ownership, Greenstate Holding Inc., we respectfully request a map time extension for the approved Subdivision VTTM 082607 located at 126 N. New Ave.

The Final Map review is complete and the signed mylar has been submitted to the City, but we are currently working with the City's Public Works Department to obtain improvement plan approval in order to finalize the required subdivision agreement, tax clearances, and bonds in order to satisfy the City's requirements for final map approval and obtain the necessary construction permits.

Approval and granting of the time extension by the City will allow the ownership to continue with their remaining efforts to obtain the necessary requirements for the recording of the final map in the next couple of months. We would greatly appreciate your consideration and assistance in granting the time extension request for the ownership to complete the final map process and move forward with the project construction. Please give us a call if you have any questions.

Sincerely,

Jimmy Lee
Project Planner

c. Lan Luo/Greenstate Holding Inc.
Steve Hunter/LDC

800 Royal Oaks Drive, Suite 101 Monrovia, California 91016 • 626•578•7000 Fax 626•578•7373
e-mail: ldc@ldcla.com • http//www.ldcla.com

ATTACHMENT 2
Draft Resolution Extending TM-20-03

RESOLUTION NO.

A RESOLUTION APPROVING A FIRST ONE-YEAR EXTENSION FOR TENTATIVE MAP NO. 82607 (TM-20-03) TO SUBDIVIDE ONE LOT INTO TWO LOTS LOCATED AT 126 NORTH NEW AVENUE (ASSESSOR'S PARCEL NUMBER: 5286-019-013)

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

SECTION 1: The City Council finds as follows:

A. On July 6, 2023, Jimmy Lee of LDC Inc, on behalf of property owner Greenstate Holding, Inc., submitted an application pursuant to Title 20 of the Monterey Park Municipal Code ("MPMC") requesting approval of a one-year time extension for Tentative Map No. 82607 (TM-20-03) to subdivide one lot into two lots located at 126 North New Avenue ("Project");

B. The proposed Project was reviewed by the City Planner for, in part, consistency with the General Plan and conformity with the MPMC;

C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines"); and

D. The City Planner completed review and scheduled the matter regarding the proposed Project, before the City Council for September 6, 2023, pursuant to MPMC § 20.04.120.

SECTION 2: *Factual Findings and Conclusions*. Based upon the entire administrative record and the evidence provided during the public hearing, the City Council finds as follows:

A. On July 21, 2021, the City Council adopted Resolution No. 12259 approving Tentative Map No. 82607 (TM-20-03), which had an expiration date of July 21, 2023.

B. The Applicant seeks its first, one-year time extension to record the final map related to the construction of 63 new residential dwelling units and subdivision of air rights for townhome purposes. Applicant timely filed an application, payment, and written extension request on July 6, 2023.

C. The project site is zoned R-3 (High-Density Residential) and designated High Density Residential in the General Plan. The High-Density Land Use category allows for multi-family residential development.

D. The project site is located at the southeast corner of New Avenue and Whitmore Street. The surrounding land uses include multi-family residential developments to the north, south, east (in City of Rosemead) and west. The properties to the north and west are zoned High Density Residential (R-3) and the property south of the project site is zoned Commercial Services (C-S).

E. The time extension is necessary to allow additional time to complete the project, including beginning the construction of residential units and fulfilling the conditions of the tentative map. Applicant has made progress through the submittal of construction plans.

SECTION 3: *Environmental Assessment*. Because of the facts identified in Section 2 of this Resolution, the Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 under Resolution No. 12259.

SECTION 4: *Determination.* The City Council approves the one-year extension for Tentative Map No. 82607 (TM-20-23) to July 21, 2024.

SECTION 5: *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 6: *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 7: *Notice.* The City Clerk is directed to provide a copy of this Resolution to the Planning Commission and any other person requesting a copy.

SECTION 8: *Effective Date*. This Resolution becomes effective immediately upon adoption and memorializes the City Council's final decision made on September 6, 2023. Note that persons dissatisfied with the City Council's decision may appeal it in accordance with application law to the Los Angeles Superior Court within 90 days of the City Council's decisions.

PASSED AND ADOPTED this ____ day of _____, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3M

TO: The Honorable Mayor and City Council

FROM: Kristin Olivarez, Interim City Librarian

SUBJECT: California State Library Zip Books Grant Fiscal Year 2023/24

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting $3,776 in California State Library grant funding to purchase books and an Amazon Prime membership;
2. Appropriating the $3,776 funding into the 2023-24 Fiscal Year budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Library was notified of a $3,776 award from the California State Library. The grant funds will be utilized to continue to offer the Zip Books program, which allows library cardholders to request books that are not already owned by the Library and have them delivered directly to their home via Amazon Prime.

BACKGROUND:

This is the second year the Library has received the Zip Books grant. The Library received Zip Books grant funding in Fiscal Year 2022-23 and implemented the program with a goal of providing library patrons with quick and convenient access to books that are not already available in the Library's collection. Requested books are shipped directly to the patron via Amazon Prime, then added to the Library's collection when they are returned to the library so that others may check them out.

In 2022-23, 140 library patrons utilized the Zip Books program and 237 new books were added to the collection through the program. The grant funds will be used to continue to offer the Zip Books program to library patrons.

FISCAL IMPACT:

This is a single year grant and no matching funds are required for this grant. This item asks City Council to authorize the appropriation of $3,776 to the FY 2023-24 budget.

Respectfully submitted by:

Kristin Olivarez
Interim City Librarian

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. California State Library Zip Book Grant 2023-24 Award Letter

ATTACHMENT 1
2023-24 Zip Books Grant Award Letter

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CALIFORNIA STATE LIBRARY

July 31,2023

Ms. Diana Garcia, City Librarian
Monterey Park Bruggemeyer Library
318 S Ramona Ave
Monterey Park, CA, 91754

Subject: Zip Books Project ZIP23-61

Dear Ms. Diana Garcia:

We are pleased to approve the grant application for the Zip Book Project for a total of $3,776 in California Library Services Act funds to purchase books and prime membership. Over the 2023/24 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection. These steps might include approving only those patron requests which meet your collection development guidelines and/or may appeal to your community.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents. For more information, please refer to the Zip Book Guidelines located on the State Library website.

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov.
Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:
BDA60981C41C416...

8/10/2023

Greg Lucas
California State Librarian

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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CC: Monica Rivas, monica.rivas@library.ca.gov
Lena Pham, lena.pham@library.ca.gov
Michael Le, mle@montereypark.ca.gov

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STATE FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

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CALIFORNIA STATE LIBRARY

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Monterey Park Bruggemeyer Library for the project.

AWARD AGREEMENT NUMBER ZIP23-61

This Award Agreement ("Agreement") is entered into on July 01,2023 by and between the California State Library ("State Library") and, Monterey Park Bruggemeyer Library ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $3,776 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30,2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30,2024 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Books Project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

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D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

In Process

Reporting Period	Report	Due Date
July 01- December 31,2023	1st Financial and Mid Project Program Narrative Report Due	January 31, 2024
January 01– Project End Date June 30, 2024	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	July 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

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E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate

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sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Zip Books Project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

      "Funding provided by the State of California."

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c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

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completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Monterey Park Bruggemeyer Library
Ms. Diana Garcia
318 S Ramona Ave
Monterey Park, CA, 91754
dgarcia@montereypark.ca.gov

California State Library
Ms. Monica Rivas
900 N Street
Sacramento, CA 95814
monica.rivas@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its

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contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace.

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2) The Grantee's policy of maintaining a drug-free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

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12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments.

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

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The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute, or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $3,776 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,

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§11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications, or

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provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

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g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other

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format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.

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d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
   - $3,776 upon execution of the agreement and submission of claim by the grantee organization.
   - If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of $0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate

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expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

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50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $3,776. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:

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1) The dangers of drug abuse in the workplace.
2) The person's or organization's policy of maintaining a drug-free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: Monterey Park Bruggemeyer Library	**Address** *(official and complete)*: 318 S Ramona Ave
PROJECT COORDINATOR	
Name: Michael Le	
Email: mle@montereypark.ca.gov	**Phone**: 626-307-1399
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Diana Garcia	**Title**: Interim Assistant Manager/City Librarian
Email: dgarcia@montereypark.ca.gov	**Phone**: 626-307-1418
Signature: DocuSigned by: Diana Garcia 2249B5C6FD8B47C...	**Date**: 8/10/2023

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CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name: Monterey Park Bruggemeyer Library	**Address** *(official and complete)*: 318 S Ramona Ave, Monterey Park, CA 91754
AUTHROIZED REPRESENTATIVE	
Signature: DocuSigned by: Diana Garcia 2249B5C6ED8B47C...	**Date**: 8/10/2023
Printed Name of Person Signing: Diana Garcia	**Title**: Interim Assistant City Manager/City Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: DocuSigned by: BB5D8B1B41C416...	**Date**: 8/10/2023
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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CALIFORNIA STATE LIBRARY

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

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Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo, and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

DocuSign Envelope ID: 4DF48FF1-5381-4412-BB39-0B7477699622

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP23-61 **Date:** 8/10/2023

Invoice #: ZIP23-61-01 **PO #:** 6585

Payee Name: City of Monterey Park
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 318 W Newmark Ave, Monterey Park, CA 91754
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $3,776
(Payable Upon Execution of Agreement)

Grantee Name: Monterey Park Bruggemeyer Library
(Name on Award Letter and Agreement)

Project Title: Zip Books Project

Type of Payment:
- ☐ PROGRESS
- ☐ FINAL
- ☒ IN FULL
- ☐ AUGMENT

For Period From: upon execution to end of grant period

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By DocuSigned by: Diana Garcia 2249B5C6FD8B47C...
(Signature of the Authorized Representative)

Diana Garcia — (Print Name)

Interim Assistant City Manager/City Librarian — (Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2023
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: N/A

ITEM NO: 6120-211-0001, Chapter 12, Statutes of 2023
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

DocuSign Envelope ID: 4DF48FF1-5381-4412-BB39-0B7477699622

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3N

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Environmental Systems Research Institute (ESRI) Enterprise Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(2);
2. Authorizing the Interim City Manager to execute an agreement, in a form approved by the City Attorney, with Environmental Systems Research Institute, Inc. (ESRI), for Enterprise GIS software, maintenance and support in an amount of $170,580; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

ESRI is a Geographic Information System (GIS) software company. The City has been working with ESRI on a limited basis since 2008. ESRI's software helps the City map infrastructure and City assets to prioritize operations and maintenance. As ESRI is the sole-source provider for ESRI products in the United States, staff recommends the City Council waive the bidding requirements pursuant to Monterey Park Municipal Code (MPMC) § 3.20.050(2), and authorize the Interim City Manager to execute a three-year agreement with ESRI to provide GIS software, maintenance, and support for the Department of Public Works at a cost of $56,860 per year or $170,580 total agreement cost.

BACKGROUND:

ESRI is a supplier of GIS management application software. GIS is a system designed to capture, store, analyze, manage, and present all types of geographical data. The Department of Public Works is heavily reliant on the availability of data to inform decision-making, manage day-to-day operations, optimize service delivery, and improve citizen engagement. An enterprise GIS is one of the largest and most impactful data sources utilized by numerous cities and businesses. GIS data is also used to create maps and manage critical underground infrastructure and City assets.

ArcGIS, one of ESRI's GIS software platforms is commonly used worldwide. City staff began using ESRI software in 2008. Initially, this use was confined to single projects on a few desktops. As the benefits of GIS became more widely known, GIS software expanded to the Fire Department in 2010. The City uses ESRI software to provide layers of authoritative data, map services, and web applications. Currently, the Public Works, Fire, Community Development, and Police Departments use various applications of the GIS system for their operations. At the August 2, 2023 meeting, Public Works staff provided a presentation to City Council showing how the department is also using the system to communicate with the public on various capital improvement projects throughout the City.

To maximize the use of GIS, staff recommends entering into a three-year contract for the Small Government Departmental Enterprise Agreement (EA) as it is the most cost-effective service delivery method to best meet the City's GIS needs. This departmental EA with ESRI will provide full GIS access via ArcGIS software to allow the various city departments to build successful and scalable enterprise GIS platforms. ESRI's proposed agreement will include software, technical support, and upgrades/updates that will link the various divisions within Public Works with a familiar mapping interface, coordinating the work of the City.

The cost for the proposed EA, including two licenses for the ArcGIS Business Analyst subscription, is $56,860 per year for a term of three years. ESRI is the sole-source provider of ESRI products. Staff recommends the City Council waive the bidding requirements, per MPMC 3.20.050 Exceptions to Bidding, authorize the City Manager to execute a three-year agreement with ESRI to provide GIS software, maintenance, and support for the City for $170,580 total agreement cost.

2023-2024 STRATEGIC PLAN GOAL:

The proposed agreement supports the City's strategic plan goals of City **Property/Facilities** and **Public Communications**. ESRI provides staff with an efficient mechanism to track and manage improvements to City properties and facilities and to communicate with the community about capital improvement projects.

FISCAL IMPACT:

The FY 23-24 budget has sufficient funds in the Information Technology Division's budget for year 1 of this contract. Future-year costs would be budgeted as part of the annual budget process.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. ESRI Sole-Source Letter
2. ESRI Quote

ATTACHMENT 1
ESRI Sole-Source Letter

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373

DATE: July 21, 2023

TO: City of Monterey Park

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: **Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

J.Ricks
Jackie Ricks

Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

ATTACHMENT 2
Quote

Quotation # Q-499887

Date: June 23, 2023

Customer # 571079 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

City of Monterey Park
Public Works Dept
320 W Newmark Ave
Monterey Park, CA 91754-2818

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/23/2023 To: 9/21/2023

ATTENTION: Ziad Mazboudi
PHONE:
EMAIL: zmazboudi@montereypark.ca.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$170,100.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$170,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Beth Taylor	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

TAYLORB **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-499887

Date: June 23, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 571079 Contract #

City of Monterey Park
Public Works Dept
320 W Newmark Ave
Monterey Park, CA 91754-2818

ATTENTION: Ziad Mazboudi
PHONE:
EMAIL: zmazboudi@montereypark.ca.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/23/2023 To: 9/21/2023

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Beth Taylor	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

TAYLORB **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3O

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Resolution Authorizing the Interim City Manager, or Designee, to Apply for, Submit applications, Receive and Appropriate Grant Funds for all CalRecycle Grants for which the City is eligible

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the Interim City Manager, or designee, to apply for, submit applications, receive, and appropriate grant funds for all CalRecycle Grants for which the City is eligible; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The California Department of Resources Recycling and Recovery (CalRecycle) requires all jurisdictions to adopt a resolution that authorizes the Interim City Manager or designee to submit applications and execute documents related to the administration of CalRecycle grants. CalRecycle administers the Household Hazardous Waste (HHW) Grant Program to provide local governments with opportunities to implement HHW programs for the collection, public education, source reduction, reuse, and/or recycling of HHW. It is recommended that the City Council adopt a resolution authorizing the Interim City Manager, or designee, to apply for, submit applications, receive, and appropriate grant funds for all CalRecycle Grants for which the City is eligible, including the FY 2023-2024 HHW Grant Program.

BACKGROUND:

Pursuant to Public Resources Code sections 48000, et seq., CalRecycle administers various grant programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment. One of CalRecycle's grant programs is the HHW Grant Program which provides local governments with opportunities to implement HHW programs for the collection, public education, source reduction, reuse, and/or recycling of HHW. HHW is any product labeled toxic, poisonous, corrosive, flammable, combustible or irritant. HHW may include products such as batteries, electronic waste, paints, glues, adhesives, and household cleaners.

The proposed Resolution authorizes the City to submit an application for all CalRecycle Grants for which the City is eligible, and designates the Interim City Manager, or designee, as *Signature Authority* to execute all documents related to the grant programs, including the HHW grant program. If awarded the HHW grant, funding would be used to incorporate HHW collection during the City's cleanup events and for the distribution of additional education and outreach materials at other community events. Currently, residents are directed to the county's permanent collection centers or temporary events for proper disposal of HHW products.

2023-2024 STRATEGIC PLAN GOAL:

The proposed resolution meets the 2023-2024 Strategic Goal of **Sustainability**. Participation in CalRecycle grant programs will provide the City resources to further its efforts to reduce, recycle and reuse solid waste, thereby diverting waste from landfills.

FISCAL IMPACT:

The City currently participates in the Beverage Container Recycling Grant, the SB1383 Local Assistance Grant, Used Oil Recycling Grant and is seeking to participate in the HHW Grant program. It is recommended that, if awarded, the City Council accept grant funds from the HHW Grant program and authorize the City's Finance Department to appropriate grant funds in the City's FY23-24 budget.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Prepared by:

Xochitl Tipan
Administrative Manager

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachment:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MONTEREY PARK IS ELIGIBLE.

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

SECTION 1: The City Council finds as follows:

A. Public Resources Code § 48000, et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment;

B. CalRecycle is required to establish necessary procedures governing the administration of the application, awarding, and management of the grant programs;

C. The Household Hazardous Waste Grant Program allows for individual grant projects; and

D. CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

SECTION 2: The City Council authorizes the Interim City Manager, or designee, to submit applications to CalRecycle for all grants for which the City of Monterey Park is eligible.

SECTION 3: The Interim City Manager, or designee, is authorized to execute in the name of the City of Monterey Park all grant documents including, without limitation, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 4: The Interim City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2023-24 to appropriate the monies identified herein to pay for the retention plan proposed by the City in support of its grant application. The Interim City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *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 7: *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 8: *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 his duly appointed deputy, may attest thereto.

SECTION 9: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 6th day of September 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3P

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Amendment to CT&T Concrete Paving, Inc. Agreement 2373-AC, and Award of Contract for Sidewalk Repair Project

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute the First Amendment, in a form approved by the City Attorney, to Agreement No. 2373-AC with CT&T Concrete Paving, Inc., to increase the contract amount by $296,200, for additional concrete work for a total of $1,867,433 plus $186,743 in contingency; and
2. 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). 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 noise, air quality, or water quality.

EXECUTIVE SUMMARY:

On June 7, 2023, City Council approved a public works contract with CT&T Concrete Paving, Inc., to install curb ramps, sidewalks, curb & gutter, and bus pads throughout the City. The Public Works contract was for a total amount of $1,571,233, plus contingency up to $157,123 or 10% of the contract amount. Due to the competitive prices of CT&T Concrete Paving, Inc, staff recommends amending the current agreement with CT&T Concrete Paving, Inc. for additional installation of curb ramps, sidewalk, and curb & gutter at various location and installation of concrete stairs and handrails at the Barnes Park Amphitheater, increasing the approved contract amount from $1,571,233 to $1,867,433 plus $186,743 contingency.

BACKGROUND:

On June 7, 2023, City Council awarded a public works contract to CT&T Concrete Paving, Inc for Capital Improvement Project No. 96039 which includes the installation of approximately 422 linear feet of new curb and gutter, 24,013 square feet of sidewalk repair; 44 new curbs ramps, and replacement of various damaged bus pads throughout the city.

Staff recommends amending CT&T Concrete Paving, Inc's contract to add additional work for CIP 96043 – Sidewalk Repairs and CIP 95028 – Amphitheater Seating. CIP 96043 includes the installation of additional curb ramps, sidewalks and curbs and gutters. This project was added to the City's FY 23-24 Capital Improvement Plan as part of the City's annual sidewalk repair program. The proposed additional work aims to improve walkability in the community, eliminate tripping hazards and provide mobility in compliance with the American with Disabilities Act (ADA). CIP 95028 includes the installation of concrete stairs and handrails at Barnes Park Amphitheater.

It is recommended that the additional scope of work from both projects be added to CT&T's existing contract for anticipated savings in time and cost due to the scale of the project. The proposed cost for the additional work will use the same unit prices presented in CT&T Concrete Paving, Inc. original bid submitted on May 11, 2023. Considering bidding separately for the additional installation of curb ramps, sidewalk and curb and gutter, may result in higher bid prices due to the smaller scope of work.

2023-2024 STRATEGIC PLAN GOAL:

The proposed amendment meets the strategic plan goal of **City Property/Facilities**. The additional scope of work will improve pedestrian facilities throughout the City and improve the Barnes Park amphitheater amenity.

FISCAL IMPACT:

The FY 23-24 budget includes funding for CIP 96043 – Sidewalk Repairs and CIP 95028 – Amphitheater Seating under each respective project. If approved, the proposed amendment would result in a new contract amount of $1,867,433 plus $186,743 contingency for a total of $2,054,176.

CT&T Agreement No. 2373-AC				
Original Contract Amount		*Additional Scope of Work*		*Revised Contract Amount*
	CIP 96039 Sidewalk Repair Project	**CIP 96043** Sidewalk Repairs	**CIP 95028** Amphitheater Seating	**Total**
Contract Amount	$1,571,233	$200,000	$96,200	$1,867,433
Contingency	$157,123	$20,000	$9,620	$186,743
Total	$1,728,356	$220,000	$105,820	$2,054,176

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. CT&T Concrete Paving, Inc Bid Proposal
2. CT&T Concrete Paving, Inc Concrete Stairs Proposal
3. CT&T Concrete Paving, Inc Handrails & Guardrails Proposal

ATTACHMENT 1
CT&T Concrete Paving, Inc Bid Proposal

BID SCHEDULE

For FY 22-23 Concrete Improvements Project including Sidewalks, Curb & Gutters, and Bus Pads, Specification No. 2022-011

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing and construct new PCC curb and gutter per SPPWC, Std. Plan No: 120-3, A2-8, complete and in place. Locations as stated per Sidewalk/Curb & Gutter Location Index (Appendix A4).	422	LF	$ 45	$18,990
2	Remove existing and construct new PCC Sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2. Locations as stated per Sidewalk/Curb & Gutter Location Index (Appendix A5).	17,562	SF	$ 11	$193,182
3	Remove existing green pavers and construct new PCC sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2. Locations as stated per Paver Location Index (Appendix A6).	6,451	SF	$ 11	$70,961
4	Reconstruct existing 12-inch PCC Bus Pad, L=100', over 6-inch CAB per SPPWC STD Plan 131-3. Locations as stated per Bus Pad Location Index (Appendix A7).	22	EA	$42,000	$924,000
5	Reconstruct PCC curb ramps per SPPWC Standard Plan No. 111-5 (Appendix A8/A9).	44	EA	$8,275	$364,100
TOTAL BASE BID AMOUNT IN NUMBERS					$1,571,233.00
TOTAL BASE BID AMOUNT IN WORDS: One Million, Five Hundred Seventy-One Thousand, Two Hundred Thirty-Three Dollars and Zero Cents					

ATTACHMENT 2
CT&T Concrete Paving, Inc
Concrete Stairs Proposal

Concrete Paving, Inc.

PROPOSAL

Submitted To:	Zaid Mazboudi	Date:	June 2, 2023	
Company:	City of Monterrey Park	Project:	Barnes Amphitheater Park	Bid#23049
Address:	320 W Newmark Ave Monterrey Park	Project Address:	350 S Mcpherring Ave Monterrey Park	
Phone:		Email:		
Fax:		Mobile:		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING

Scope of Work:

	Description	Unit	Qty.	Unit Rate	Total
Perform the following On-site work:					
1	Construct concrete stairs and cast in place 3250 PSI concrete stairs 4' x 28', @ locations install rebar 12" OC EW. And dowel into existing concrete, install stair concrete form and allow time for lectical contractor to install conduit for future lighting.	LS	1	$ 53,700.00	$ 53,700.00

We propose thereby to furnish material and labor complete in accordance with above specifications. Payment to be made as follows; upon completion of each phase payment must be paid in full 10 days from date that work has been approved. Overdue accounts are subject to a service charge of 15% per month, collection and/or attorney fees. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon signed change orders, and will become an extra charge over and above the estimate. All agreements upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by workers compensation insurance. Initial_____

I hereby propose to furnish materials and labor to complete in accordance with the specification above for the some of:

Proposal Total Cost :	$ 53,700.00

Authorized Signature Date

Acceptance of the above prices, spec's and conditions are satisfactory and are hereby accepted

Richard Ramos
Direct (909) 629-8000 Mobile (909) 957-6717
Richard@cttconcretepaving.com

This proposal may be withdrawn by us if not accepted within 15 days

324 S. Diamond Bar Blvd. PMB 275, Diamond Bar, CA 91765
Phone 909.629.8000 Fax 909.629.8001 Lic. #875627 www.cttconcretepaving.com

ATTACHMENT 3
CT&T Concrete Paving, Inc
Handrails & Guardrails Proposal

Concrete Paving, Inc.

PROPOSAL

Submitted To:	Ziad Mazboudi	Date:	August 14, 2023	
Company:	City of Monterrey Park Barnes Park Amphitheater	Project:	Barnes Park Amphitheater	Bid# 23002
Address:	320 W Newmark Ave Monterrey Park Ca	Project Address:	350 S Mcpherring Ave Monterrey Park Ca	
Phone:		Email:		
Fax:		Description:	Concrete stairs repair	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING

Scope of Work:

	Description	Unit	Qty.	Unit Rate	Total
	Per city STD Plan				
Perform the following work:					
1	Fabrication and installation of guard rail to match exisitng tubular 2"x4" Rectngular tube on top and 3"1/2 Scquare post vertcal core drilled and install in 8" x12" Deep circular foooting	LF	70	$ 280.00	$ 19,600.00
2	Remove existing stair hand rail and re-install in kind at 4 stair locations 28' long	LS	1	$ 18,400.00	$ 18,400.00
3	Painting of existing Hand rails after reinstall	LS	1	$ 4,500.00	$ 4,500.00
4					$ -
5					$ -
					$ -
					$ -

We propose thereby to furnish material and labor Prevailing Wage complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon signed change orders, and will become an extra charge over and above the estimate. All agreements upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by workers compensation insurance.

I hereby propose to furnish materials and labor to complete in accordance with the specification above for the some of:

$ 42,500.00

Authorized Signature Date

Acceptance of the above prices, spec's and conditions are satisfactory and are hereby accepted

Jose Carvajal 909-821-4769
jose.cttinc@gmail.com

This proposal may be withdrawn by us if not accepted within 15 days

324 S. Diamond Bar Blvd. PMB 275, Diamond Bar, CA 91765
Phone 909.629.8000 Fax 909.629.8001 Lic. #875627 www.cttconstruction.com

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Consent Calendar - 3Q

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Receive and File Staff Report Summarizing the Status of Emergency Repairs of the Monterey Pass Road Water Line

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receive and File the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line; and
2. Taking such additional, related, action that may be desirable.

BACKGROUND:

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

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

As part of the City's outreach efforts, the construction manager visited businesses along the project area prior to the start of the project to notify them of the upcoming construction. The Economic Development Division also mailed out letters to businesses that may be impacted by this project. Message boards were placed within the project area prior to construction commencing to alert drivers of the impact to their commutes. The City will continue to provide project updates to the community for the duration of the project through the City website, social media, and City Council meetings. A dedicated webpage has been established on the city's website as, www.Montereypark.ca.gov/Montereypass, to inform the public about the project and provide progress updates. Residents and businesses can also sign up to receive project updates by subscribing to NIXLE, by texting "MPSS" to 888777.

The contractor has completed the installation of the 12-inch pipeline for the entire project from Floral Drive to Vagabond Road for a total length of 10,800 linear feet of pipeline. This is the backbone of the water distribution system along Monterey Pass Road. The contractor also completed the installation of all interconnecting pipes including the connection at Vagabond Road. The contractor is continuing to work on installing 6-inch, 4-inch, 2-inch, and 1-inch diameter lateral service pipes for the fire hydrants, fire services, and water meters from Davidson Drive to Vagabond Road.

Traffic control devices have provided a safe working condition for both contractor and the driving public. These devices are removed at the end of the day and proper temporary asphalt resurfacing of the trench has provided a seamless transition for vehicular traffic. Street sweeping is performed on a daily basis to provide a clean working environment during and after work. A map showing construction work through August 3, is included as Attachment 1.

FISCAL IMPACT:

The Monterey Pass Road Emergency Water Main Improvements project is included in the FY23-24 Capital Improvement Plan as Project No. 99025. The following is an estimated cost for the project:

CIP 99025 – Monterey Pass Road Emergency Watermain	
Engineering Design	$ 131,000
Geotechnical	$ 100,000
Construction Cost	$ 4,800,000
Material Cost	$ 1,600,000
Street Rehabilitation	$ 950,000
Construction Management and Inspection	$ 410,000
Total	$7,991,000

Respectfully submitted by:

Shawn Igoe,
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

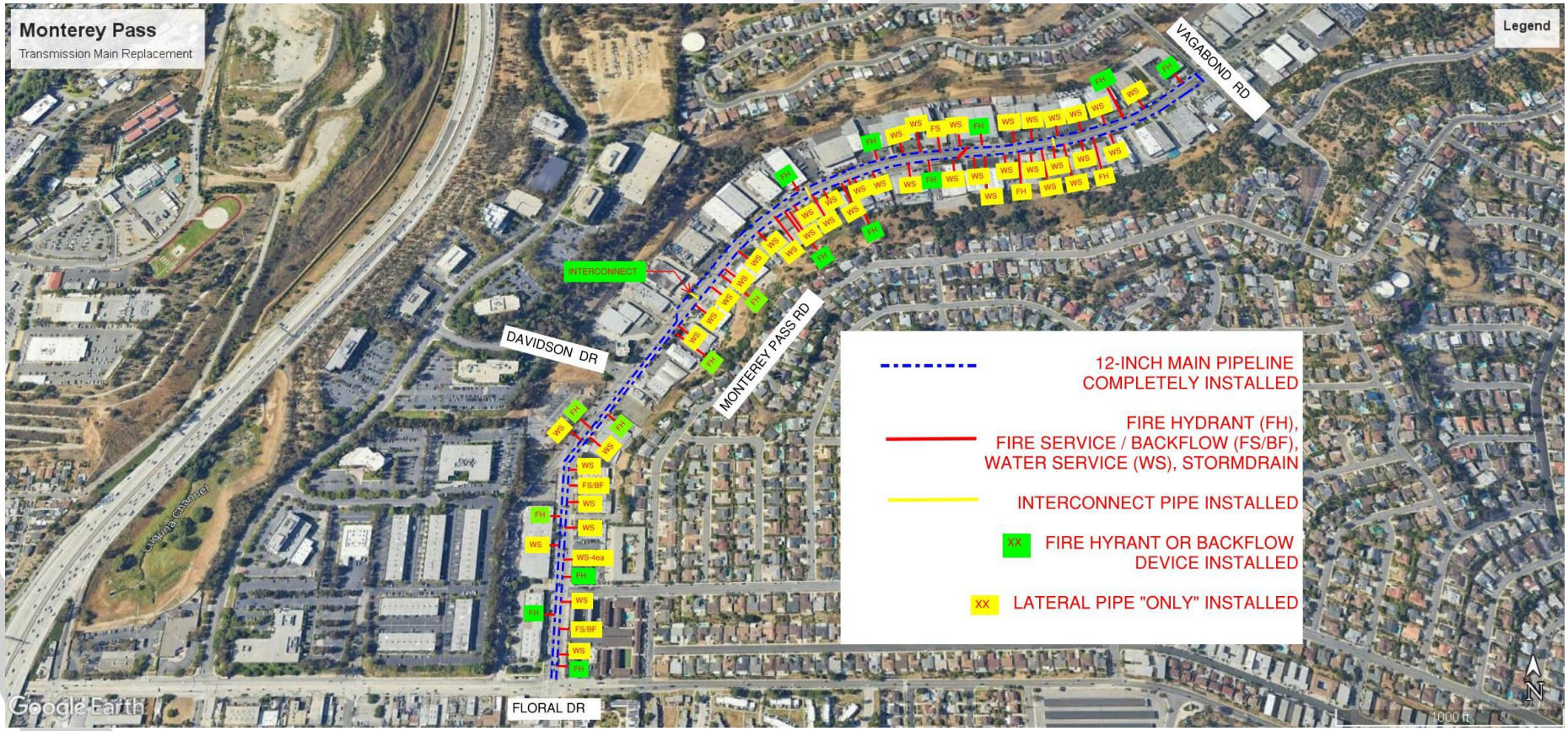
Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Construction Map

ATTACHMENT 1
Construction Map


Monterey Pass
Transmission Main Replacement
Legend
VAGABOND RD
DAVIDSON DR
MONTEREY PASS RD
FLORAL DR
INTERCONNECT
12-INCH MAIN PIPELINE COMPLETELY INSTALLED
FIRE HYDRANT (FH), FIRE SERVICE / BACKFLOW (FS/BF), WATER SERVICE (WS), STORMDRAIN
INTERCONNECT PIPE INSTALLED
XX FIRE HYRANT OR BACKFLOW DEVICE INSTALLED
XX LATERAL PIPE "ONLY" INSTALLED
Google Earth
1000 ft
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City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Public hearing to review and approve the Fiscal Year (FY) 2022-23 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing to receive testimonial and documentary evidence;
2. Approving the draft FY 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
3. Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
4. Authorizing the Interim City Manager, or her designee, to take all actions necessary or desirable to complete and submit the CAPER; and
5. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

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

As a condition of receiving federal grant funding, Federal regulations require the City to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD). The CAPER provides information to HUD documenting the City's progress in meeting its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program goals.

The City of Monterey Park's Housing Division has completed its Consolidated Annual Performance and Evaluation Report (Attachment 1) for the period July 1, 2022, through June 30, 2023. The CAPER describes the overall use of Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds

received from the U.S. Department of Housing and Urban Development (HUD) in relationship to the needs of the community as outlined in its FY 2022-23 Annual Action Plan. The City's overall objective in the CDBG and HOME programs is the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons. It is recommended that the City Council conduct a Public Hearing to receive community feedback on the FY 2022-23 CAPER and approve its submission to HUD.

A copy of the draft CAPER was made available for public review on August 21, 2023, through September 5, 2023. All comments will be incorporated into the final CAPER.

BACKGROUND:

HUD allocates federal funds to Participating Jurisdictions (PJs) to further federal objectives in promoting, sustaining and securing affordable housing, providing suitable living environments, and expanding economic opportunities. For the FY 2022-2023 Program Year, the City of Monterey Park again received CDBG and HOME funds which are used to support a variety of programs and activities.

The City submits a CAPER to HUD annually as one of the conditions of receiving federal funds under the CDBG and HOME programs. The CAPER outlines progress made in achieving goals established in the City's Five-Year Consolidated Plan and Annual Action Plan, including: 1) funds invested in projects and activities; 2) households and persons assisted; 3) actions taken to affirmatively further fair housing; and 4) other information relevant to grant-funded projects administered by the City that affect local housing and community development needs. The CAPER is an effective tool that is designed to ensure the City stays on track with its Five-Year Consolidated Plan and the Annual Action Plan. The CAPER is also designed to provide a maximum amount of useful information to policymakers and residents.

The Public Hearing is an opportunity for the City Council and the Monterey Park community to review the accomplishments in the FY 2022-23 CAPER in the various program areas. Upon conclusion of the Public Hearing, it is recommended that the City Council approve the submission of the CAPER to the U.S. Department of Housing and Urban Development to satisfy the reporting requirements for the year.

2023-2024 STRATEGIC PLAN GOAL:

The CAPER report outlines progress made in achieving the **Housing** Strategic Plan Goal by the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons.

FISCAL IMPACT:

There is no impact to the General Fund for conducting a Public Hearing and submitting the CAPER to HUD.

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. FY 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER)

ATTACHMENT 1
FY 2022-2023 Consolidated Annual Performance and Evaluation Report

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Monterey Park has prepared the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD) which describes the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds during the second program year of the 2020-2024 Consolidated Plan period, covering July 1, 2022 to June 30, 2023.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, implements projects and awards grants to nonprofit, for-profit or public organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG program generally provides for a range of eligible activities for the benefit of low- and moderate-income Monterey Park residents.

The City's CDBG mission statement, outlined in the Five-Year Consolidated Plan and voicing the City's goals, is to enhance the quality of life for all its residents by maximizing the use of available resources in order to assure the availability of safe, decent and affordable housing. The City continues to face significant problems as the number of low-income Monterey Park residents increase and the costs of providing affordable housing skyrocket. The housing stock is aging and many residents continue to pay more than 50% of their income towards housing expenses. Yet, in spite of these obstacles, the City strives to develop a viable community principally for low- and moderate-income residents by preserving and rehabilitating existing housing stock, promoting affordable housing and expanding affordable housing stock.

The CDBG and HOME Programs made significant progress in meeting the annual goals. This report will demonstrate how the City achieved its housing non-housing priorities of fair housing and repayment of the Section 108 loan were met.

In evaluating the effectiveness of serving low- and moderate-income residents, the City is pleased to report that CDBG funds were expended on eligible activities benefiting low- and moderate-income residents. All HOME funding beneficiaries were persons of low and – moderate-income residents.

The City is proud of its achievements during PY 2022 and looks forward to serving its residents in PY 2023. We remain confident that we will increase our level of performance as we continue

exploring innovative opportunities to improve the quality of life of our low- and moderate-income citizens.

Under the 2020 federal stimulus plan - CARES Act, the City received $938,435 in CDBG-CV funds to be used for activities that prevent, prepare for, or respond to the impacts of COVID-19. The City Council allocated those funds to an economic development program to assist small business suffering from hardship due to COVID- 19, assist low- and moderate -income persons to prevent, prepare for, and respond to COVID- 19, including housing instability services, homeless services and prevention activites, and health crisis outreach.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City received $1,175,039 in HOME-ARP funds. The City plans on using these funds next program year.

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2023, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan.

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Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year No. 3		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Housing Strategy Goal #1	Affordable Housing	HOME: $0	Tenant-based rental assistance/Rapid Rehousing	Households Assisted	18	18	100%	0	0	0%
Housing Strategy Goal #2	Affordable Housing	HOME:$254,161	Homeowner housing Rehabilitated	Household Housing Units	15	8	53%	3	1	30%
Housing Strategy Goal #3	Affordable Housing	HOME: $50,883	CHDO Other Utility Assistance Program	Households Assisted	1	0	0%	0	0	0%
Homeless Strategy	Homeless	CDBG-CV: $200,000	Overnight Shelter Homelessness Prevention	Persons Assisted	60	110	183%	30	84	280%
Special Needs Strategy	Non-Homeless Special Needs	$0	Special Needs	Persons Assisted	0	0	0%	0	0	0%
Fair Housing Strategy	Affordable Housing	CDBG:$25,000	Other	Persons	400	334	83%	100	122	120%
Community Development Strategy Goal #1	Non-Housing Community Development	$0	Public Infrastructure Activities other than Low/Moderate Income Housing Benefit	Projects	0	0	0%	0	0	0%

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Community Development Strategy Goal #2 (Langley Center Restrooms will begin in PY23-24)	Non-Housing Community Development	CDBG: $457,341	Public Facilities Activities other than Low/Moderate Income Housing Benefit	Projects	1	0	0%	1	0	0%
Community Development Strategy Goal #3 (includes Fair Housing and Homeless numbers)	Non-Housing Community Development	$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	444	88%	130	206	85%
Community Development Strategy Goal #4	Economic Development	$0	Expand the City's economic base and promote greater employment opportunities.	Repayment of Section 108 SBAP	2 65	2 39	100% 60%	0 0	0 0	100% 0%
Program Administration	Planning and Administration	CDBG: $120,585 HOME: $33,888 CDBG-CV: $187,151	This program provides payment of reasonable administrative costs and carrying charges related to the planning and execution of the CDBG, HOME, and CDBG-CV programs.	Other	5	4	80%	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

DRAFT

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following narratives report the effectiveness of the City's performance during the 2022-2023 reporting period in achieving its five-year strategy objectives and priorities. The City will continue to address the needs of its underserved populations by promoting its housing and continuing to work with community service programs. The Priority Needs Summary Table, contained in the 2022-2023 Consolidated Plan, prioritizes activities to assist renters, homeowners and other persons with special needs who are in the very low-income to moderate-income categories.

During Program Year 2022-2023, the City made progress toward accomplishing the goals of developing a viable community by providing affordable decent housing, a suitable living environment and expanding economic opportunity for low income persons as described in pertinent Consolidated Plan documents.

The highest priorities listed in the City's Five Year Consolidated Plan cover:

- Improve, Maintain, and Expand Affordable Housing
- Promote Equal Housing Opportunity
- Support Economic Development Opportunities
- Planning and Administration

DRAFT

2022-2023 Activities and Funding Overview

No.	PY 2022-2023 Programs	Funded Amount	Expended During PY	Total Expended
	CDBG			
1	Administration - #609	$120,585.20	$57,708.79	$57,708.79
2	Fair Housing Foundation - #608	$25,000.00	$25,000.00	$25,000.00
	Total	$145,585.20	$82,708.79	$82,708.79
	HOME			
3	Administration -#607	$33,888.00	$30,542.04	$30,542.04
4	Residential Rehabilitation -#606	$254,161.00	$191,660.58	$191,660.58
5	CHDO	$50,883.00	$0	$0
	Total	$338,932	$222,202.62	$222,202.62
	CDBG-CV			
6	CV – Administration - #592	$187,151.00	$10,986.75	$95,020.25
7	CV – Homeless Services and Prevention Activities #605	$200,000.00	$67,076.86	$138,322.68
	Total	$387,151.00	$78,063.61	$233,342.93
	COMBINED TOTAL	**$871,668.20**	**$382,975.02**	**$538,254.34**

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	20	1
American Indian/Alaskan Native	1	0
Asian	38	0
Black/African American	9	0
Multi-Racial	93	0
Asian and White	1	
Native Hawaiian or Other Pacific Islander	0	0
Other	44	
Total	**206**	**1**
Hispanic	116	1
Not Hispanic	90	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CDBG assisted 206 persons and HOME assisted 1 households during the reporting period. The chart above reflect the racial and ethnic status of families assisted.

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CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	$602,926	$82,708.79
HOME	$338,882	$30,542.04
CDBG-CV	$938,435	$533,361.35
HOME-ARP	$1,175,039	$0

Table 3 - Resources Made Available

Narrative

For Program Year 2022-2023, the City received $602,926 in Community Development Block Grant (CDBG), and $338,882 in HOME Investment Partnership funds.

On April 2, 2020, the City received a notification of federal CARES Act funding from the U.S. Department of Housing and Urban Development (HUD). The City received $938,435 in CDBG-CV funds. These funds were submitted as amendments to the 2019-20 One-Year Annual Action Plan and approved by the City Council on May 18, 2021.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City received $1,175,039 in HOME-ARP funds. The City plans on using these funds next program year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	Citywide Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic area established for all proposed activities is the incorporated limits of the City of Monterey Park. All housing rehabilitation programs are administered City-wide.

The City will not establish geographic priorities for investment for special needs populations. CDBG funded supportive services will be designed to meet the national objective of benefiting low and moderate-income persons. The following groups of persons are currently presumed by

HUD to be made up principally of low and moderate-income persons: elderly persons, homeless persons, severely disabled persons, victims of domestic violence and persons living with AIDS.

Is there a description of how any publicly owned land or property located within the jurisdiction was used to address the needs identified in the plan? (91.520(a))

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Monterey Park and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible in order to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

Entitlement Funds - Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

Other Federal Grant Programs - In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: the Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs offer assistance to affordable housing developers rather than local jurisdictions.

State Housing and Community Development Sources - In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that offer assistance to nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHome. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects. As with the other federal and state grant programs discussed above, the City would either have to

competitively apply or affordable housing developers could apply for funding through these programs for particular developments in the City.

County and Local Housing and Community Development Sources - There are a variety of countywide and local resources that support housing and community development programs. Some of these programs offer assistance to local affordable housing developers and community organizations while others provide assistance directly to individuals. The Mortgage Credit Certificates (MCC) Program provides assistance to first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions, including Monterey Park.

Is there a description of how HOME and ESG matching requirements were satisfied? (91.520(a))

HOME: During PY 2022, the City expended $223,810.99. The disbursements requiring match is $191,660.58. The City's met its match liability of $47,915.14 by using its excess match from prior Federal fiscal years.

ESG: The City does not receive any ESG funds; therefore, it has no match liability.

Do the dates the match was contributed fall within the correct Federal Fiscal Year for this reporting period (Column 2)? No dates provided?

During PY 2022, the City expended $223,810.99 in HOME funds. The disbursements requiring match is $191,660.58. The City's met its match liability of $47,915.14 by using its excess match from prior Federal fiscal years. This amount covers July 1, 2022 through June 30, 2023.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$2,490,254.43
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$2,490,254.43
4. Match liability for current Federal fiscal year	$47,915.14
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$2,442,339.29

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**
N/A								

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
$0	$0	$ 0	$0	$0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0

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Dollar Amount	0	0	0

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

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CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	1
Number of households supported through Acquisition of Existing Units	0	0
Total	**3**	**1**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City assisted one homeowner during the program year. The City did not meet its goal of assisting three. The City's aggressive marketing during the fiscal year increased the number of applicants. The City will more than exceed its goal for the upcoming fiscal year.

Over the last two fiscal years, the City' housing rehabilitation loan program has not met its annual goals for various reasons. The primary reason is the impact of the COVID-19 pandemic. For almost two years, the number of assisted households was impacted due to the program being closed down due to concerns about the health impacts on the program participants. In addition, households approved at the start of the pandemic were all over the age of 80 and chose to delay the commencement of their projects. Finally, the cost increase of the materials was so significant, homeowner opted to secure more bids and there has been a lack of contractors

agreeing to participate in the program. With low interest rates, private owners have been able to pull out equity for hoe repairs and contractors have been overloaded with private work.

Discuss how these outcomes will impact future annual action plans.

The City has made a concerted effort to successfully complete all of the rehabilitation loans over the five-year Consolidated Plan period. The City continues marketing of the Residential Rehabilitation program through flyers and its website. In addition to these methods, in June 2019 the City initiated the direct marketing of its Residential Rehabilitation program to all of its residents using inserts in its water bills. This method of marketing has been the most successful and will be continued during the next fiscal year. This program addresses the City's priority of the preservation and rehabilitation of existing housing stock.

The City continues to receive an increased number of inquiries from Monterey Park residents that are interested in this program due to its marketing efforts. Staff continues to promote the program, explain the program to residents, review and verify eligibility of applicant, and process loans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	181	0
Low-income	6	0
Moderate-income	5	1
Above Low-income	14	0
Total	**206**	**1**

Table 13 – Number of Persons Served

Narrative Information

Is the number of owner and renter households assisted meet the Section 215 definition of affordable housing included?

The City does do periodic site inspections checking the conditions of the affordable housing projects; however, no on-site inspections were completed. Currently, the City is creating a list of all HOME projects that are still under the affordability period and are therefore required to be inspected. Once the list is created, all properties will be inspected for compliance. Thereafter, a schedule will be created to ensure the inspections are conducted according to HOME regulations.

There were no households assisted with housing that meets the Section 215 definition of affordable housing for rental and home ownership during PY 2022-2023.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings and the public is invited. The City is using a portion of its CDBG-CV funds to assist with the needs of the homeless.

In 2022, LAHSA reported that 101 unsheltered individuals are located in the City of Monterey Park. Fifty-three were living on the street, eighteen in their cars/vans, eight in RVs/Campers, and 22 in makeshift shelters. The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs, and providing referrals to public assistance programs offered by the County. If additional CDBG funds become available the City will reconsider funding public service agencies that assist in the prevention and reduction of homelessness.

During 2022-2023, the City did not directly assist any homeless persons with CDBG or HOME funds. The City is using its CDBG-CV funds to assist the homeless that have been impacted by the pandemic. The 2020 Coronavirus pandemic has caused social and economic instability in the City of Monterey Park. Due to the pandemic, homeless outreach teams have encountered an increase in homeless individuals seeking housing placement, employment, and food. The homeless clients have stated that their homeless situation is a direct result of the pandemic and the loss of employment at the various businesses in the City.

The City allocated CDBG-CV funds to the Police Department's Homeless Services and Prevention Program to assist homeless individuals impacted by COVID-19. This year, the Homeless services and Prevention Program has assisted 84 people with the following efforts: rental assistance programs, food assistance programs, street outreach to respond to increased homelessness, and mitigate encampment locations, while providing linkages to available resources.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME

Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City received $1,175,039 in HOME-ARP funds. The City plans in using these funds next program year.

As a result of the ever-worsening homeless crisis which has greatly impacted the quality of life and public health of the Monterey Park community and first responders. The City of Monterey Park and the police department's leadership are committed to combating homelessness but continue to face challenges which include access to lack of bed availability and resources in the San Gabriel Valley along with lack of funding allocated to address the cultural competency of the unsheltered Monterey Park population and those on the verge of becoming homeless.

The City of Monterey Park and the police department have a need and desire to serve the most vulnerable in our community and increase ideas, resources and programs to be a part of a solution to this end. The HOME-ARP will provide funding for homeless engagement, with the objective to reduce homelessness and increase housing stability among individuals and families who are experiencing homelessness or on the verge of experiencing homelessness through support from a homeless service system that work in collaboration with the broader Continuum of Care (CoC) system in Los Angeles County. Interim housing in a motel/hotel setting with case management and supportive activities would assist the qualifying population with appropriate services to their specific situation to find a long-term solution.

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue its efforts in helping low-income individuals and families avoid becoming

homeless. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the recently homeless from becoming homeless again.

The number of homeless persons served?

During 2022-2023, the Homeless Services and Prevention Program assisted 84 homeless individuals impacted by COVID-19.

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing units in the City of Monterey Park; therefore, this section does not apply.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units in the City of Monterey Park; therefore, this section does not apply.

Actions taken to provide assistance to troubled PHAs

There is no public housing authority in the City of Monterey Park. The City relies on the the County of Los Angeles Housing Authority, to address public housing needs and OCHA is not designated as troubled.

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the Housing Element Update, the City has established barrier removal goals, policies and programs. The following goals will be implemented:

- Remove or reduce governmental constraints on affordable housing development.
- Continue efforts to streamline administrative procedures for granting approvals and permits. Review residential development standards, regulations, ordinances, review procedures and permitting fees related to the development of housing. Adjust, as appropriate, those that are determined to be a constraint to the development of housing.
- Encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing development.
- Provide appropriate definitions and zoning designations in the Zoning Ordinance to allow and facilitate the development of housing for extremely low-income and special needs persons.
- Streamline the development process, particularly for affordable housing projects, which reduces the costs associated with holding on to land until it can be developed.

The City offers three different density bonus options to encourage the development of affordable housing, senior housing, and mixed-use projects.

As part of the Governmental Constraints analysis for the Housing Element update, revisions to the Monterey Park Zoning Ordinance were identified as appropriate to better facilitate the provision of a variety of housing types such as: emergency shelters, transitional housing, supportive housing, and single-room occupancy (SRO) units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Efforts to address obstacles to meeting underserved needs included:

- The City obtained data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age and disability status. The City will compare who is being served to the demographics characteristics of the community. In this way, the City is able to estimate more precisely underserved populations.

- The City encouraged and supported the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City encouraged and supported the efforts of non-profit housing development corporations to seek funding from federal, state and local sources for special needs housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead based paint abatement is encouraged through the use of HOME and CDBG funds. Staff has incorporated procedures in their rehabilitation program which ensure that the potential for lead-based paint hazards will be identified and addressed. Once properties have been deemed eligible for rehabilitation, staff selects a lead-based paint consultant to conduct a Lead-based Paint Evaluation Report prior to the bidding phase of the rehabilitation project. Once the Evaluation Report has been provided by the consultant, copies of the report are included in the bid package to bidding contractors. Based on the results of the tests, contractors include in their bid a work description and cost estimate for abatement either through their own company or an abatement sub-contractor. In addition, the City will continue to work with the County's Childhood Lead Poisoning Prevention Program to provide information to City residents on lead hazards, lead-poisoning prevention, and lead-based paint abatement.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

While the City has no control over the majority of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. The City addresses this issue by increasing resident's employability through training, and increasing the number of higher paying local jobs. The City will coordinate with Mexican American Opportunity Foundation, Management Career Solutions, West San Gabriel WorkSource, and Asian Youth Center, and Chinatown Service Center in conjunction with the

Employment Development Department, East Los Angeles Community College, and the County of Los Angeles Community Development Commission. These agencies provide job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above. Similarly, employers use some of these agencies to recruit and advertise job openings as well as for job fairs, bringing together top local companies and job seekers.

During the Consolidated Plan period, the City's Management Services Department will foster economic growth by encouraging economic development opportunities that result in:

1. A jobs/housing balance established through quality employment opportunities for residents;
2. An invigorated economic base through increased sales tax generation; and
3. Economic wealth by attracting external monies to the local economy.

As funding availability permits, the City will consider assistance to public agencies and nonprofit organizations providing neighborhood housing services, supportive services to the homeless, older adults with physical or mental impairment, the mentally ill, victims of domestic violence, and households with abused children, in addition to other services The City will also continue coordinating with public agencies providing job training, life skills training, lead poisoning prevention and remediation, and other community education programs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's Management Services Department is the key department involved in the 5 year Consolidated Plan and Annual Action Plan process. The Management Services Department is responsible for administration of the CDBG and HOME programs, including the Annual Action Plan, CAPER and program monitoring.

Additionally, the City focuses on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure involves reviewing the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.

- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Residential Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has developed an inventory of public and private housing, health and social services agencies. The City regularly updates the inventory and maintains a point of contact for each agency. Additionally, the City obtains the agency-specific 5-Year Consolidated and 1-Annual Action Plans and maintain these plans in a resource binder to facilitate coordination in future program years.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City completed its Analysis of Impediments in May 2015 which covers the period of 2015–2019. It is important to note that carrying out this analysis alone is not considered sufficient to constitute fair housing action in and of itself. The City works with the Housing Rights Center to address the impediments indentified in the report.

One of the most common impediments to Fair Housing choice is discrimination towards race and familial status. The HRC uses a diverse pool of skilled testers to investigate complaints. When an investigation is complete, each client is advised of the findings and available legal options. Referrals are made to the U.S. Department of Housing and Urban Development (HUD) for complaints regarding lending discrimination, to the Department of Justice (DOJ) for class action cases, to the State Department of Fair Employment and Housing (DFEH), Small Claims Court and to private attorneys for other matters as appropriate. HRC follows the desired legal path selected by the Complainant and mediates the situation if requested to do so. Legal training seminars are available to property owners as a means to educate them on Fair Housing regulations and requirements.

The City of Monterey Park's goal is to ensure that all available avenues are maximized to make sure there are fair housing opportunities for all residents within the City.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

This part describes the City's compliance with the five monitoring requirements that are contained in 91.230. These requirements include topics such as standards and procedures and ensuring compliance with City housing codes.

1. Standards and Procedures - The City monitors each funded activity to ensure compliance with the CDBG and HOME regulations, national objectives, and subrecipient agreement. The City requires any sub-recipients to execute an agreement with specific performance measures prior to the release of funds. In addition, all records must be maintained for a five-year period. Pursuant to the CDBG contract, progress reports are required to be submitted quarterly and one annual report. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements. The City further ensures compliance with the Strategic Plan and Action Plan by placing guidelines or conditions in its contracts with consultants that ensure implementation of the annual monitoring goals. All CDBG and HOME funds are disbursed on a reimbursement basis. Invoices must be submitted for payment and must include a description of activities being reimbursed. Audit reports are further required at the close of the year.

2. Monitoring of City's Performance - The previously described Performance Measurement System will be used to monitor the City's performance in meeting its goals and objectives as set forth in the Strategic Plan and Action Plan.

3. Ensuring Compliance with Planning and Monitoring Requirements - The City makes every effort to comply with all CDBG, HOME and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan. Housing rehabilitation, construction and professional services agreements are prepared to guarantee compliance with applicable CDBG and HOME program regulations. CDBG subrecipient agreements also contain language consistent with the program regulations. Additionally, the City continues on-site monitoring of CDBG recipients and housing units assisted by HOME funds and subject to affordability covenants.

4. Compliance with Housing Codes and On-Site Inspections - The City has established program guidelines requiring all rental units must meet the City's Housing Code, Building Code, and Zoning Code.

In order to verify compliance with property standards and the information submitted by owners on tenant's incomes, rents and other requirements during a project's period of affordability, the

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City conducts on-site inspections of HOME properties according to the total number of units in a project as follows:

1-4 units	every 3 years
5-25 units	every 2 years
25 or more units	annually

5. Monitoring of Subrecipients - As previously described, the City requires sub-recipients to execute an agreement with specific performance measures prior to the release of funds. In addition, all records must be maintained for a five-year period. Progress reports are required to be submitted quarterly and one annual report. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City makes every effort to comply with all CDBG, HOME and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan.

The City has made every effort to involve the community in this and every aspect of the CDBG and HOME programs. Public Participation has been encouraged in compliance with the City of Monterey Park Citizen Participation Plan. The CAPER was available to citizens, community groups, and other interested parties for public review and comment for a period of fifteen (15) days. A copy of the notice can be found in Appendix A. No comments were received during the public review/comment period.

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CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City did not amend its PY 2022-2023 Annual Action Plan.

The City amended its 2019-2020 Annual Action plan to include CARES Act funds. Under the 2020 federal stimulus plan - CARES Act. Some of the CDBG-CV activities were administered during PY 2020-2021, PY 2021-2022, and PY 2022-23.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City is eligible to receive HOME-ARP funds.

The City amended its 2021-2022 Annual Action plan to include ARP funds. The HOME-ARP will provide funding for homeless engagement, with the objective to reduce homelessness and increase housing stability among individuals and families who are experiencing homelessness or on the verge of experiencing homelessness through support from a homeless service system that work in collaboration with the broader Continuum of Care (CoC) system in Los Angeles County. Interim housing in a motel/hotel setting with case management and supportive activities would assist the qualifying population with appropriate services to their specific situation to find a long-term solution.

CDBG, HOME, CDBG-CV, and HOME-ARP funds are making a significant impact on strategies to address the high priority needs identified in the 2020-2024 Consolidated Plan Strategic Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City did not conduct the HOME on-site inspections. Currently, the City is creating a list of all HOME projects that are still under the affordability period and are therefore required to be inspected. Once the list is created, all properties will be inspected for compliance. Thereafter, a schedule will be created to ensure the inspections are conducted according to HOME regulations.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City maintains an affirmative marketing approach that consists of steps to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, family status or disability. The City also uses marketing procedures that inform potential program participants about Federal fair housing laws and equal housing opportunities. Additionally, the City uses special public outreach programs that include its network of community-based organizations, real estate organizations, public service groups and employment centers to solicit applications and inform the public about eligible programs and available assistance.

For all HOME funded rental projects, the City has obtained, reviewed and approved Marketing Plans and Tenant Leases for compliance with HOME Program regulations.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Please review IDIS reports regarding this information.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Monterey Park's annual CDBG and HOME entitlement allocations are limited. The City's HOME rehabilitation program assist with fostering and maintaining affordable housing to low- and moderate-income individuals and families with their housing needs. Another important

element in the City's approach to decent housing is the use of Section 8 Rental Vouchers administered through the County of Los Angeles Housing Authority.

Is there a summary of the efforts to address "worst case needs", and progress in meeting the needs of persons with disabilities? Worst-case housing needs are defined as low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. The needs of persons with disability do not include beds in nursing homes or other service-centered facilities.

Efforts to Address Worst Case Needs - Households with worst case needs are defined as unassisted renters with incomes below 50 percent of the local median who pay more than half of their income for rent or live in severely substandard housing. The City did not address "worst-case housing" needs during the program year. However, the City referred people to the Los Angeles Housing Authority which provides rental assistance to lower income households in the community.

The Needs of Persons with Disabilities - During 2022-2023, the City did not award CDBG funds for the needs of persons with disabilities.

A list of projects that should have been inspected on- site this program year based upon the schedule in §92.504(d)?

The City did not conduct the HOME on-site inspections. Currently, the City is creating a list of all HOME projects that are still under the affordability period and are therefore required to be inspected. Once the list is created, all properties will be inspected for compliance. Thereafter, a schedule will be created to ensure the inspections are conducted according to HOME regulations.

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Appendix A - Proof of Public Notice

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Appendix B - Summary of Citizen Participation Comments

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SUMMARY OF CITIZEN PARTICIPATION COMMENTS

In compliance with the City's approved Citizen Participation Plan and implementing regulation 24 CFR 91.105, a public notice was published on (see attached proof of publication) to solicit public comments from interested citizens regarding the draft 2022-2023 CAPER. The draft CAPER was made available to the public for a period of 15 days in order to provide an opportunity for the public to review the document.

No written or oral comments were received.

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Appendix C – IDIS Reports

(PR03, PR06, PR23, PR26, PR27, PR33)

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City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: Public Hearing - 4B

TO:	The Honorable Mayor and City Council
FROM:	Jessica Serrano, Director of Community Development
SUBJECT:	A continued public hearing to consider adopting a resolution establishing city-wide fees related to the Inclusionary Housing Ordinance

RECOMMENDATION:
It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing to adopt a resolution establishing the formula to calculate in-lieu fees and fees associated with the calculation of in-lieu fees for the Inclusionary Housing Ordinance; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):
Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; "CEQA") and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines"), the proposed fee resolution is categorically exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Resolution, by itself, does not constitute a "project" as defined in the CEQA Guidelines because it involves a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).

EXECUTIVE SUMMARY:
The Inclusionary Housing Ordinance (IHO) had a 1st reading on August 16, 2023; it is scheduled for 2nd reading and potential adoption this evening. If adopted, the Ordinance will go into effect 30 days from the 2nd reading.

As part of the IHO, one of the options to comply with the regulations is to pay in-lieu fees for developments subject to the IHO. The in-lieu fees would be used by the City to fund other affordable housing programs or projects. The proposed resolution will establish a method for calculating the inclusionary housing in-lieu fee and a consultant fee for

calculating an individualized in-lieu fee per project. Calculation of the in-lieu fee will be based on the "affordability gap" between the market and affordable rate for new for-sale or for-rent units. Developers opting to pay an in-lieu fee rather than provide on-site affordable units will be required to pay a fee equivalent to the "affordability gap" times the number of required affordable units.

BACKGROUND:

On August 16, 2023, the City Council held 1st reading of the IHO, with a 2nd reading scheduled for consideration on September 6, 2023. If adopted, the Ordinance will take effect in 30 days.

Projects that propose five or more residential units are subject to the IHO, unless otherwise exempt. The IHO requires that 15% of total residential units be set aside for certain affordability levels in order to allow households within a range of income levels to live in the City.

The requirement can be met by several methods, or a combination of methods. These methods include: (1) actual construction of affordable units on-site; (2) payment of an in-lieu fee to the City that is commensurate with the cost of the "affordability gap" between the market and affordable rate for the new unit; (3) construction of affordable units at an off-site location within the City, and/or (4) dedication of land for the purpose of constructing affordable units within the City. This item addresses the second option that allows developers to pay an in-lieu fee to the City in order to provide programs or projects to maintain or create affordable housing units.

ANALYSIS

The City Council may adopt an in-lieu fee. In-lieu fees are paid when developers elect to satisfy the IHO, without direct construction of affordable units. There are several approaches to setting in-lieu fees. If the in-lieu fee is set too high, developers will be encouraged to build on-site affordable units. If the in-lieu fee is set too low, developers will be enticed to pay the fee rather than build affordable units. This will allow the City to collect the revenue to leverage other sources of funding to build off site affordable units.

Staff recommends that the in-lieu fee be based on the "affordability gap," which represents the gap between the market-rate price (sales or rent) and the affordable price (sales or rent) of the inclusionary unit. The in-lieu fee would be calculated individually per project as follows:

"Affordability Gap" * number of affordable units required by the IHO = In-Lieu Fee

Through this calculation methodology, a consultant will be needed to conduct individual "affordability gap" calculations that are tailored to projects and can address issues such as current development trends and new market trends that change suddenly.

On August 16, 2023, the City Council directed staff to seek out a consultant to conduct a financial evaluation of the City's IHO to determine whether it is financially feasible and recommend in-lieu fees in cases where an IHO is feasible. The City contacted the San Gabriel Valley Council of Governments (SGVCOG) regarding support it provides to its member cities for financial evaluations for IHOs. In these initial discussions, the SGVCOG offered to assist the City's efforts of implementing an IHO by having a financial evaluation completed by their consultants by the first quarter of 2024. The financial evaluation will inform the City about its housing market conditions, study the feasibility of the IHO, and provide an in-lieu fee analysis. The outcome of the financial evaluation may result in an alternative calculation methodology than what is contained in the attached resolution.

In reviewing projects that are currently in conceptual or entitlement phases, staff predicts that only a few housing projects subject to the IHO will be submitted or entitled between now and the time when the financial evaluation is estimated to be completed. Should the City receive a housing project from a developer that opts to pay an in-lieu fee rather than provide on-site affordable units before the financial evaluation is complete, the developer will have an option to have an individualized "affordability gap" in-lieu fee calculation prepared by a consultant. Staff recommends an amendment to the City's fee schedule to add an "Inclusionary Housing In-Lieu Fee Calculation" fee to enable staff to collect the consultant cost, plus a 25.4% administrative fee, associated with developing an individualized calculation.

2023-2024 STRATEGIC PLAN GOAL:

The proposed in-lieu fee formula helps implement the Program 15 of the Housing Element, which included the creation of an IHO and helps address the City's goals of providing **housing** options within the City. In-lieu fees will offer options for a developer to comply with the IHO and may help with the maintenance and creation of affordable housing units within the City.

FISCAL IMPACT:

In-lieu fees paid by housing developers will be deposited into an affordable housing fund and will generate a funding source for the creation or maintenance of affordable housing units within the City. At this time, City does not have an estimate of how much funding will be collected as it is dependent on how many projects are subject the IHO and how many developers will elect to use the in-lieu fee option.

Respectfully submitted by:

J. Serrano

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow

Beth Chow, AICP
Interim Planning Manager

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
Interim City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Resolution No. _____ establishing the formula to calculate in-lieu fees and fees associated with the calculation of in-lieu fees for the Inclusionary Housing Ordinance.

ATTACHMENT 1

Resolution No. _____ establishing city-wide in-lieu fees related to the Inclusionary Housing Ordinance

RESOLUTION NO.

A RESOLUTION APPROVING AN INCLUSIONARY HOUSING IN-LIEU FEE

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

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

A. On November 2, 2022, the City Council conducted a public hearing to consider an ordinance establishing inclusionary housing requirements (the "IHO") in Monterey Park Municipal Code ("MPMC") with alternate compliance, including, without limitation payment of an in-lieu fee, which was referred back to the Planning Commission.

B. On April 25, 2023, the Planning Commission adopted a resolution recommending that the City Council adopt a revised IHO rounding up fractional units to the next whole number.

C. On August 16, 2023, the City Council unanimously voted to adopt the IHO, including establishing an in-lieu inclusionary housing fee.

D. MPMC § 21.19.110 authorizes the City Council to establish such an in-lieu fee by resolution.

E. The City Council seeks to establish a calculation for the inclusionary housing in-lieu fee sufficient to fulfill the financial impact or "affordability gap" that is created by the IHO.

F. MPMC § 21.19.050 establishes an Affordable Housing Trust Fund where the City must deposit the inclusionary housing in-lieu fees.

G. The in-lieu fees must be sufficient to generate revenues to cover the administrative costs associated with the management and operation of the trust fund, monitoring, and enforcement activities associated with inclusionary units.

H. Affordable Housing Trust Fund's monies must be used exclusively for providing affordable housing in the City and for reasonable costs associated with the acquisition, development, maintenance, improvement, and oversight of affordable housing.

I. Pursuant to MPMC § 21.19.050, the City Manager, or designee, is authorized to administer the Affordable Housing Trust Fund.

J. On August 16, 2023, the City Council opened the public hearing to receive public testimony and other evidence regarding the inclusionary housing regulations and fees, including without limitation, information provided to the City Council by the Director of Community Development.

K. Notices of public hearings before the City Council were duly given and published in the time, form, and manner as required by law.

L. This Resolution, and its findings, are made based upon all the evidence presented the City Council at its August 16, 2023, and September 6, 2023, hearings including, without limitation, the staff report submitted by the Community Development Director.

SECTION 2: *In-Lieu Fee Calculation*. The City Council declares the Inclusionary Housing In-Lieu Fee Calculation is as follows:

A. The projected market rate sales prices or rents are complied for the proposed project.

B. The maximum affordable price is calculated based on the IHO's specified affordability standards.

C. The difference between the market rate price and the defined affordable price represents the "affordability gap" associated with each income restricted unit required to be produced.

D. The affordability gap per income-restricted unit is multiplied times the number of units that must be income restricted.

E. The result equals the effective impact of the IHO's affordable housing requirements; or the in-lieu fee that the City charge.

SECTION 3: *Fee Schedule Amendment*. The City fee schedule is amended to include the fee in the attached Exhibit "A," which is incorporated by reference.

SECTION 4: The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing

service areas. This Resolution, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.

SECTION 5: *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 6: *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 7: *Execution*. 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 8: *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 9: *Effective Date*. This Resolution will become effective immediately upon the effective date of Ordinance No. _____ and remain effective unless superseded by a subsequent resolution.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON THIS ___ DAY OF _____ 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY

_____
Justin Tamayo, Deputy City Attorney

EXHIBIT "A"

New Fees

Fee #	Fee Title	Fee	Unit
###	Inclusionary Housing Fee Calculation	Consultant Fee + 25.4% Admin	Per Project

City Council Staff Report

DATE: September 6, 2023

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, Interim City Manager

SUBJECT: Discussion of Establishing a Memorial Committee for the January 21st Mass Shooting Incident

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the staff report and attachments;
2. Discussing the establishment an independent Memorial Committee for the January 21st Mass Shooting Incident;
3. If desirable, providing additional staff direction; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On January 21st, the City of Monterey Park experienced a tragic mass shooting incident that resulted in the loss of 11 lives and left the community deeply affected. The City recognizes the need to honor the memory of the victims and create a space for healing, remembrance, and reflection for the entire community.

In response to this tragic event, there has been public interest and support for the creation of a permanent memorial that will serve as a place for residents and visitors to pay their respects and remember the lives that were lost. The memorial would serve not only as a tribute to the victims but also as a symbol of resilience and unity for the Monterey Park community. Communities affected by similar tragedies often establish committees that tackle the fundraising, outreach and planning for permanent memorials, which consist of a diverse group of community members, stakeholders, and experts in memorial design and public spaces.

Initial research on the memorials for six mass casualty events in the United States is attached for Council to review and to help guide initial discussion. Council may provide direction on next steps and/or request this item to be put on the agenda for discussion at future meetings.

BACKGROUND:

Other communities affected by mass violence have formed commissions to establish permanent memorials to their victims. Attachment 1 outlines staff's initial research on the processes undertaken in response to six tragedies: Sandy Hook Elementary School

processes undertaken in response to six tragedies: Sandy Hook Elementary School (Sandy Hook, Connecticut), Route 91 Harvest Music Festival (Las Vegas, Nevada), Inland Regional Center Attack (San Bernardino, California), Borderline Bar and Grill Shooting (Thousand Oaks, CA), PULSE Nightclub (Orlando, Florida), and the Virginia Tech Shooting (Blacksburg, Virginia). This table includes the composition of the committees; the timelines for the establishment of the committees and the completion date of the memorial; the outreach and methodologies used by each committee to gather input from the community; the budget for the projects; and additional information on the processes.

This information is provided to illustrate the potential budgets, timelines and considerations that Council may want to contemplate as they begin to consider how best to move forward. While some communities have established memorials within a matter of months, others have taken years. The memorial in Sandy Hook, Connecticut for example took nearly 10 years to complete. Accordingly, the budgets for memorials vary from $70,000 for the Virginia Tech memorial to $10 million for the PULSE nightclub memorial and museum. The average cost for the six examples is $4.25 million. Any potential Memorial Committee to investigate these topics, as well as the planning, design, and implementation of the official memorial to honor the victims of the January 21st shooting.

Additional items for consideration for a potential Memorial Committee may include:

Name of the Committee: Establish a name for the Memorial Committee.

Committee Members: Identify how many committee members would be appropriate and identify potential persons to serve on the committee, which may include a variety of community members, commissioners, stakeholders, patrons/survivors from the incident, family members of the victims, and/or other appropriate persons that will represent a diverse and inclusive group.

Committee Roles and Responsibilities: Determine roles and items that the committee will be responsible for undertaking, which may include some the of the categories listed below or others identified:

Location Selection: Identify potential locations within the city for the memorial and assess their feasibility, accessibility, and appropriateness for the intended purpose.

Conceptualization and Design: Work collaboratively to develop conceptual designs for the memorial, considering input from the community, victim families, and experts in public spaces and memorials. Or will there be an open RFP process to allow for concept submissions by design contractors.

Community Engagement: Facilitate public input and engagement sessions to gather input from residents, victim families, and other stakeholders regarding the design, features, and significance of the memorial.

Budgeting and Fundraising: Review established permanent memorials in other locations that have experienced mass casualty events. Analyze their budgeting and fundraising strategies, taking note of community partnerships and sources of funding.

Timeline: Study the timelines of memorial development in those aforementioned locations, examining the phases of conceptualization, design, approvals, construction, and dedication.

Partnerships: Explore potential partnerships with local organizations, businesses, and nonprofits that may offer support, resources, or expertise in memorial development.

Process Documentation: Develop a comprehensive process outline for the establishment of the memorial, considering lessons learned from other memorial projects.

Community Updates: Identify how often the Committee should be providing an update.

2023-2024 STRATEGIC PLAN GOAL:

This action helps meet the **MPK Healing** 2023-24 goal of "providing community support resulting from the shooting incident".

FISCAL IMPACT:

There is no immediate fiscal impact associated with this discussion.

Respectfully submitted by:

Inez Alvarez
Interim City Manager

Prepared by:

Diana Garcia
Interim Assistant City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Memorial Committee Research

ATTACHMENT 1
Memorial Committee Research

MASS VIOLENCE INCIDENT (MVI)	LOCATION	MVI INCIDENT	COMMITTEE	COMMITTEE MEMBERS	OUTREACH / METHODOLOGY	PROJECT	FORMATION DATE	PROJECT COMPLETION	PROJECT BUDGET	ADDITIONAL NOTES
Sandy Hook Elementary School	Sandy Hook, CT	12/14/2012	Sandy Hook Permanent Memorial Commission	Began in September 2013 by the Newton Board of Selectmen; Permanent Memorial Commission; appointed 9 residents for determining the nature, location, and funding of a permanent memorial to honor the memory of those lost in the Sandy Hook Shooting	Digital survey, monthly committee meetings welcoming public comment; three-phase selection process	The Sandy Hook Permanent Memorial is a memorial in Sandy Hook, Connecticut, that honors the twenty children and six educators who were victims of the Sandy Hook Elementary School shooting on the morning of December 14, 2012. The memorial is located at 28 Riverside Road in the woods adjacent to the new Sandy Hook Elementary School, built near the site of the original school that was razed. **Design**: Reflecting pool and sycamore tree, visitor plaque	Sept. 2013	Nov. 2022 - (Completed approx. 10 years after MVI)	$3.7M ($2.5M from State Bond Commission)	
Route 91 Harvest Music Festival	Las Vegas, NV	10/1/2017	1 October Memorial Committee	Formed in Sept. 2019, committee was tasted with creating a memorial to remember those who perished in the events of 1 October and honor the many heroes who inspired the nation with their bravery in the face of pure evil. Seven appointed to the committee.	Surveys, focus groups, and meetings; finalist designs were on display for voting	Las Vegas Community Healing Garden (erected in 3 days) features a Remembrance Wall, a grove of 58 trees lining a paved path, shrubs, and flowers, all encircling a beautiful oak tree - the Tree of Life - donated by Siegfried and Roy. Now managed and cared for by the City of Las Vegas and the Las Vegas Community Healing Garden Committee, continues to grow and thrive. **FUTURE PROJECT**: Two-acre land donated by MGM Resort at on the northeast corner of the festival site. Selected design: Garden path and 58 beams of light (58 represents the total of people who were killed in the Las Vegas Strip massacre in October 2017); Alternative: 15 large horse statues representing the home states and countries of the victims, as well as two smaller horses in honor of the dozens of children whose parents were killed	Sept. 2019	INCOMPLETE - GOAL: Make a recommendation to the Clark County Board of County Commissioners by September 2023 that will include specific plans for a site, design, programming and ongoing maintenance needs, as well as funding solutions, for a world-class permanent memorial (Scheduled for 9/5/23)	$50,000 awarded to RFQ finalist; Project EST. $7M - $10M - Once approved, committee will look into fundraising options/goals	Donation fund balance at $58,355.68 as of 07/26/23

MASS VIOLENCE INCIDENT (MVI)	LOCATION	MVI INCIDENT	COMMITTEE	COMMITTEE MEMBERS	OUTREACH / METHODOLOGY	PROJECT	FORMATION DATE	PROJECT COMPLETION	PROJECT BUDGET	ADDITIONAL NOTES
Terrorist attack at Inland Regional Center in San Bernardino	San Bernardino, CA	12/2/2015	December 2 Memorial Committee	(2016) Then-Board of Supervisors Chairman James Ramos appointed then-Fifth District Supervisor Josie Gonzales to work with County staff on assembling a committee to help build a memorial. The Memorial Committee consisted of representatives from public safety, the departments of Behavioral Health, Public Health, Real Estate Services, the County Administrative Office and most importantly, representatives from the Environmental Health Services division and family members of our employees who killed in the MVI	Meetings, discussions, and presentations with committee members; worked with consultant for permanent memorial guidance	The Curtain of Courage Memorial was designed by Walter Hood, a world-renowned artist who collaborated with the December 2 Memorial Committee and the families of those who were taken from the MVI. Family members picked the phrases and colors for each of the 14 alcoves which Hood felt resembled a bullet-proof vest, a curtain of courage, where the community could come together and celebrate and remember those who were wounded and those who were killed in the attack. **Design**: Steel frame, laser cut steel, architectural coil curtain, glass, concrete bench	Feb. 2016	Jun. 2022	$1.5M (project only)	Hired art consultant for the selection of artist; handled RFQ/bid; County obtained bids/awarded contract, appropriated into CIP budget
Borderline Bar and Grill Shooting	Thousand Oaks, CA	11/7/2018	N/A	Representatives from City of Thousand Oaks, Ventura County Sheriff's Office, and Conejo Recreation and Park District	Working groups from City of Thousand Oaks, Ventura County Sheriff's Office and Conejo Recreation and Park District; Chief of Police worked with families of the 12 victims regarding the decision of the healing garden	"Borderline 12" healing garden at Conejo Creek Park; **Design:** The garden, which was designed to be a place of contemplation, meditation and prayer, will feature 12 granite slab benches to represent each of the victims. The walkway will include 248 pavers of a unique color to represent those who survived the shooting. A water feature with 12 vertical jets will be added to the park's existing pond to represent the community lifting up the memory of the victims.	Mar. 2019; City Council made it a priority to establish a permanent memorial	Nov. 2019	$250,000 from City's General Fund awarded to parks district as a grant	Conejo Recreation and Park District completed project

MASS VIOLENCE INCIDENT (MVI)	LOCATION	MVI INCIDENT	COMMITTEE	COMMITTEE MEMBERS	OUTREACH / METHODOLOGY	PROJECT	FORMATION DATE	PROJECT COMPLETION	PROJECT BUDGET	ADDITIONAL NOTES
Orlando Nightclub Shooting (PULSE)	Orlando, FL	6/12/2016	onePULSE Foundation Memorial	Board of trustees & chairman's ambassadors council	Town halls/forums began in October 2017 for a permanent memorial; memorial survey conducted to provide input on the sight of the Pulse nightclub (family members, first responders, survivors, and general public).	PROJECT RFP: Launched in March 2019, the unique two-stage global design competition garnered 68 submissions from 19 countries and was led by Dovetail Design Strategists, the country's leading independent architect selection firm. The submissions were narrowed down to six finalist teams who developed concept designs for a public exhibition and comment period that took place in early October. **Design**: onePULSE Foundation plans to build the National Pulse Memorial on the site of the Pulse nightclub with the museum and education center located at 438 West Kaley Street – approximately one-third of a mile from Pulse. The memorial will be free and open to the public year-round.	Jun. 2017	**INCOMPLETE** - The foundation is waiting to collect another $3.4 million for the project; experiencing issues with the property owners	$10 million - Foundation currently has $6.6 million in tourism tax dollars for the permanent museum, but needs another $3.4 million	
Virginia Tech Shooting	Blacksburg, VA	4/16/2007	VT Committee	Hokies United, the Board of Visitors, the Alumni Association, Student Affairs, the Virginia Tech Foundation, teaching staff, the Korean Students Association and members associated with architecture and landscape at Tech	Committee meetings	April 16 Memorial; In the hours following the April 16 tragedy, the student-driven volunteer organization Hokies United placed 32 Hokie Stones on the Drillfield. The semi-circle of stones became a place to gather, to mourn, and to reflect, and the poignant display inspired today's memorial. **Design**: As a community, [they] dedicate 32 engraved Hokie Stones in honor and in memory of the members of [their] Hokie family who lost their lives. Two stone paths have been constructed to allow viewing of the stones and a memorial flower area at the base of the Reviewing Stand. A row of shrubs provides a backdrop to the stones between the pathways, and ground lighting illuminates the stones at night.	Apr. 2007	Aug. 2007 (day before the start of the fall semester)	$60,000 to $70,000. However, because members of the community and local businesses donated money, time, and labor, it was ultimately built for just over $20,000. This enabled to committee to avoid applying to the Hokie Spirit Memorial Fund for money.	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND PROCLAIMING SEPTEMBER 15 THROUGH OCTOBER 15, 2023 AS NATIONAL HISPANIC HERITAGE MONTH

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 City of Monterey Park is honored to join citizens nationwide as we begin observing September 15, 2023, as the beginning of National Hispanic Heritage Month because it is the anniversary of independence or Independence Day for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively.

SECTION 3: The observance started in 1968 as Hispanic Heritage Week under President Lyndon Johnson. It was expanded by President Ronald Reagan in 1988 to cover 30 days, beginning on September 15 and ending on October 15 because October 12 is Día de la Raza.

SECTION 4: Many Hispanic Americans are the descendants of the Arawaks (Puerto Rico), the Aztecs (Mexico), the Incas (South America), the Maya (Central America), and the Tainos (in Cuba, Puerto Rico, and other places), and Africa and Spain.

SECTION 5: Every year since 1988, from September 15 to October 15, our country has celebrated Hispanic culture with the greater community to highlight the rich heritage, arts, histories, food, music, and traditions of Latin American nations while honoring and paying tribute to all for their contributions to our City and our society.

SECTION 6: We recognize that Hispanics are an estimated 17,412 residents, totaling 28.5 % of the City of Monterey Park population. We understand that Hispanic Americans represent a vibrant and thriving part of our diverse community. Their histories and cultures stretch centuries, and the contributions of those who come to our community add new chapters to our City's history.

SECTION 7: Hispanics have profoundly and positively influenced the United States and Monterey Park through centuries-old traditions and customs that are embraced and valued in our City.

SECTION 8: The 2023 theme for National Hispanic Heritage Month, 'Prosperity, Power, and Progress,' recognizes the significant achievements of the Hispanic community in the economic and political industries.

SECTION 9: Hispanics are a key contributor to the economic prosperity of the United States, nearly one in four new businesses in Monterey Park is Hispanic-owned, and Hispanic-owned businesses contribute over $800 billion to the United States economy annually.

SECTION 10: The City of Monterey Park recognizes all Hispanic populations and outreach groups that help increase cultural awareness, education, enrichment, and community engagement with our residents. Through their support and community involvement, our City has continued to become a more culturally diverse and welcoming City for everyone.

SECTION 11: The City of Monterey Park is committed to recognizing Hispanic/Latino culture and heritage as essential to its robust and inclusive community.

SECTION 12: *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 13: *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 14: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

NOW, THEREFORE, BE IT RESOLVED that the City of Monterey Park, California, hereby proclaim September 15 through October 15, 2023, as Hispanic Heritage Month and encourages all its citizens, businesses, organizations, and public entities to honor and recognize all the contributions made and the significant presence of Hispanic and Latino Americans to the United States and celebrate their heritage and culture.

(Mayor signature and attestation must be on the same page.)

PASSED AND ADOPTED this ___ day of _____, 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk