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

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

Tuesday
June 18, 2024
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. 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.

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.

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.

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- Fire Department
- Recreation and Community Services

[1.] PRESENTATION

1-A. METROPOLITAN WATER DISTRICT UPDATES

1-B. WARE DISPOSAL TRANSITION UPDATE

[2.] OLD BUSINESS – None.

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

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

3-A. MINUTES

It is recommended that the City Council consider:

(1) Approving the minutes from the regular meeting of April 17, 2024 and the special meetings of March 26, 2024, April 9, 2024, and April 17, 2024; and

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

3-B. MONTHLY INVESTMENT REPORT – MAY 2024

It is recommended that the City Council consider:

(1) Receiving and filing the monthly investment report; and

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

3-C. ADOPTION OF FISCAL YEAR 2024-25 ANNUAL BUDGET

It is recommended that the City Council consider:

(1) Adopting by Resolution the City's and Successor Agency's Fiscal Year 2024-2025 Annual Budget as presented on May 22, 2024;

(2) Adopting a Resolution approving the Citywide Combined Salary Schedule; and

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

3-D. WAIVE LIBRARY CARD REPLACEMENT FEE FOR LIBRARY CARD SIGN-UP MONTH

It is recommended that the City Council consider:

(1) Waiving the library card replacement fee for library patrons for the month of September 2024 in celebration of National Library Card Sign-up Month;

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

3-E. TOWING CONTRACT EXTENSION

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an amendment, in a form approved by the City Attorney to extend the term of the towing contracts with Freeway towing and Navarro's Towing until July 31, 2027 and adjust the rates associated with those agreements; and

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

3-F. A RESOLUTION DECLARING THE MONTH OF JULY AS "PARKS MAKE LIFE BETTER" MONTH IN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring the month of July as "Parks Make Life Better" Month in the City of Monterey Park; and

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

3-G. AUTHORIZE THE CITY MANAGER TO AMEND AGREEMENT NO. 1718-A WITH WORLD JOURNAL LA, LLC, TO BE THE CO-PRODUCER OF THE MONTEREY PARK LUNAR NEW YEAR FESTIVAL

It is recommended that the City Council consider:

(1) Authorizing the City Manager to amend agreement no. 1718-A and extend the term for an additional five years; and

(2) Amend agreement no. 1718-A, Article 2.2 to reflect an annual reimbursement from World Journal to the City in the amount of $10,000 to offset the cost of City staffing and services in a form approved by the City Attorney, with World Journal LA, LLC to co-produce the Monterey Park Lunar New Year Festival; and

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

3-H. AUTHORIZE PURCHASE OF A FUEL DELIVERY/CONTROL SYSTEM

It is recommended that the City Council consider:

(1) Waiving the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(3) and (4), and authorizing the City Manager to purchase an OPW Fuel Management System at the cost of $140,458.93;

(2) Approving an appropriation of $140,459 from Shop Fund 501 for this purchase; and

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

3-I. RESOLUTION IDENTIFYING A PUBLIC WORKS STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2024-25 BUDGET AND FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

It is recommended that the City Council consider:

(1) Adopting a resolution identifying a street maintenance project to be included in the FY 2024-25 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney; and

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

3-J. LANGLEY SENIOR CITIZEN CENTER AND BARNES PARK GYMNASIUM RESTROOMS REHABILITATION PROJECT – AWARD OF PUBLIC WORKS CONTRACT TO U.S. BUILDERS AND CONSULTANTS INC.

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with U.S. Builders and Consultants Inc. in the contract amount of $977,812 for the Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation Project;

(2) Appropriating an additional $220,000 from General Funds;

(3) Authorizing the Director of Public Works to approve change orders not to exceed $84,917 over the total contract amount; and

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

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to 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”). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER THE FOLLOWING APPLICATIONS: 1) TENTATIVE MAP NO. 84188 (TM-23-05); 2) DESIGN REVIEW (DRB-23-105); AND 3) A DEVELOPMENT AGREEMENT BETWEEN THE COMMONS OF MPK, LLC AND THE CITY OF MONTEREY PARK, INCLUDING THE ADOPTION AND APPROVAL OF A MITIGATIVE NEGATIVE DECLARATION FOR THE CONSTRUCTION AND SUBDIVISION OF AIR RIGHTS FOR A 64-UNIT CONDOMINIUM PROJECT, INCLUDING 7 AFFORDABLE UNITS THROUGH A DENSITY BONUS FOR PROPERTIES LOCATED AT 338-410 S. ALHAMBRA AVENUE, ALSO IDENTIFIED BY ASSESSOR’S PARCEL NUMBERS 5259-004-036, 037, AND 038

It is recommended that the City Council consider:

(1) Continuing the public hearing to the July 17, 2024 City Council meeting; and

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

4-B. ADOPTION OF A RESOLUTION UPDATING THE MASTER SCHEDULE OF FEES AND CHARGES

It is recommended that the City Council consider:

(1) Opening the public hearing to consider proposed updates to the City's fee schedule;

(2) Adopting a Resolution approving a Master Schedule of Fees and Charges; and

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

4-C. RESOLUTION FOR THE FY2024-25 CAPITAL IMPROVEMENT PLAN

It is recommended that the City Council consider:

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

(2) After closing the public hearing and considering the evidence, adopting a Resolution finding the FY2024-25 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; and

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

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT AN URGENCY ORDINANCE IMPLEMENTING INTERIM DEVELOPMENT REGULATIONS FOR SATURN PARK UPON A FOUR-FIFTHS VOTE

It is recommended that the City Council consider:

(1) Adopting an Urgency Ordinance upon 4/5 vote pursuant to Government Code § 65858 establishing a moratorium on new development within Saturn Park for 45 days; and

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

CEQA (California Environmental Quality Act):

Adopting the Urgency Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it 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 Urgency Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adoption of the Urgency 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. This Ordinance does not authorize any new development entitlements, but simply establishes policies and procedures for allowing the previously approved project to be constructed. Any proposed project that will utilize the changes set forth in this Ordinance will be subject to CEQA review as part of the entitlement review of the project. The Ordinance will not adversely impact the environment and is therefore exempt from the provisions of CEQA.

5-B. SPIRIT BUS – FIXED ROUTE TRANSIT SERVICE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a Fifth Amendment to Agreement No. 1636-A with First Transit, Inc., in a form approved by the City Attorney, for fixed route transit service in an amount not to exceed $1,939,270. The Amendment extends the term for six months, from July 1, 2024 to December 31, 2024, with the option for a month-to-month term until June 30, 2025;

(2) Appropriating $907,000 in Proposition A and C Local Return Funds from fiscal year 2023-2024 to continue to operate regular service hours in the current fiscal year;

(3) Authorizing the City Manager to execute a Second Amendment to Agreement No 2294 with Arcadis-IBI Group Consultants, in a form approved by the City Attorney, for an additional amount not to exceed $24,665 . The Amendment extends the term through June 30, 2025.

(4) Providing direction on service improvement strategies; and

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

5-C. CONSIDERATION AND POSSIBLE ACTION TO DIRECT THE CITY ATTORNEY TO SEEK AN ATTORNEY GENERAL OPINION REGARDING THE USE OF "CLAW MACHINES" WITHIN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Whether to direct the City Attorney to request a California Attorney General Opinion regarding the legality of "claw machines"; and

(2) 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 RECOGNIZING JUNE 24-28, 2024, AS NATIONAL BOYS & GIRLS CLUB WEEK (REQUESTED BY COUNCIL MEMBER SANCHEZ)

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring and recognizing June 24-28, 2024 as National Boys & Girls Club Week

(2) Alternatively, take such additional, related, action that may be desirable

6-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING JUNE 23, 2024, AS THE 42ND ANNIVERSARY OF THE DEATH OF VINCENT JEN CHIN (REQUESTED BY COUNCIL MEMBER LO)

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring and recognizing June 23, 2024, as the 42nd Anniversary of the Death of Vincent Jen Chin

(2) Alternatively, take such additional, related, action that may be desirable

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: June 18, 2024
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 meeting of April 17, 2024 and the special meetings of March 26, 2024, April 9, 2024, and April 17, 2024; 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 Clerk

Approved By:

Inez Alvarez
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
MARCH 26, 2024

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 the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, March 26, 2024 at 6:30 p.m.

CALL TO ORDER:
Mayor Wong called the meeting to order at 6:34 p.m.

FLAG SALUTE:
The Monterey Park Police Explorer led the flag salute. Pledge of Allegiance presented by Civic Superstar Alex Zhou.

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 Inez Alvarez, City Attorney Karl Berger, Assistant City Manager Diana Garcia, Director of Finance Martha Garcia, Police Chief Scott Wiese, Interim Fire Chief Christopher Thompson, Director of Human Resources and Risk Management Christine Tomikawa, Director of Public Works Shawn Igoe, Director of Community Development Jessica Serrano, Director of Recreation and Community Services Robert Aguirre, City Librarian Kristin Olivarez, Finance Manager Laura Borjon, Recreation Manager Christina Alatorre, Principal Management Analyst Amy Ho

VIRTUALLY PRESENT: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
City Manager Alvarez requested to move Agenda Item No. 4A to be heard after Public Communications.

PUBLIC COMMUNICATIONS

- Gregory Moss spoke about the vacant office spaces on Saturn Street and Corporate Center Drive and suggested ideas for business developments.

- Andrew Yip said he is an army veteran and spoke about the humanitarian issue in Gaza. He urged the City Council to join its neighboring cities of Montebello, Pasadena and Alhambra to adopt a ceasefire resolution.

STAFF COMMUNICATIONS

This item was heard after Agenda Item No. 4A.

- City Manager's Office: Assistant City Manager Garcia made an announcement on the upcoming events including the Sound the Alarm and the Community Clean-up events on April 6, and the First Time Home Buyers Workshop hosted by California Housing Finance Agency (CalHFA) on April 8.

- Library: City Librarian Olivarez announced that National Library Week is on April 7-13, Library Week Challenge, Family Read-in on April 9, the winners of the new library card design contest, Jolie and Michelle Kwok, Library Community Survey through April 30, Play Days Read & Ride Reading Program from April 8 - May 9, Medi-Cal Enrollment Assistance on April 6, Mental Health Workshop: Immigration, Adaptation and Resilience on April 8, Unlock the power of AI: Hands-On Workshop on April 13, Taylor Swift Party on April 20, and DÍa de los Niños Storytime on April 30.

- Recreation and Community Services: Recreation Manager Alatorre provided a recap of past events including the Langley Center St Patrick's Day Dance and Date Night. She shared that the City in collaboration with the West San Gabriel Valley and the Alhambra Teachers Association received the California Park & Recreation Society (CPRS) District 13 Better Together Award for highlighting diversity and inclusion of the LGBTQ youth and community members. She reminded the community to take part in the Parks Master Plan survey and that the Spring Egg Hunt 2024 will be held on March 28.

1. PRESENTATION

The matters listed under presentation are informational content and for discussion only.

1-A. LOS ANGELES COUNTY EFFORTS TO ADDRESS HUMAN TRAFFICKING - UPDATE

Rigo Reyes, Executive Director, Los Angeles County Office of Immigrant Affairs and the Department of Consumer and Business Affairs, and Joseph Mellis, Los Angeles County Deputy Counsel, presented a PowerPoint presentation on the County's Reimagining Approach to Human Trafficking and provided an update since their last presentation in December 2023.

1-B. SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY, PROPOSED NEAR-TERM PROJECTS UPDATE – SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT

Maya Bouchet, ACIP, Planner at Kimley-Horn and Associates and virtually present from the San Gabriel Valley Council of Governments, Director of Government and Community Relations Ricky Choi, and Community Relations Manager Martin Medrano, presented a PowerPoint presentation on the San Gabriel Valley Transit Feasibility Study and proposed projects updates. They were available for questions.

2. OLD BUSINESS

2-A. AWARD OF FRANCHISE AGREEMENTS FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES

On October 18, 2023, the City Council approved the release of a Request for Qualifications (RFQ) for residential and commercial waste collection and recycling services franchises. On January 17, 2024, City Council authorized the release of the Request for Application (RFA) and approved the list of companies that were qualified to submit proposals.

The City received a total of five responses to the RFA, two applications for residential services from Athens Services and Ware Disposal and two applications for commercial services also from Athens Services and Ware Disposal. The three remaining companies withdrew from the process for various reasons. Should City Council opt for a three-cart collection system for residential waste collection and recycling services, the award of an exclusive residential franchise contract would be to Ware Disposal that submitted the lowest bid. However, if City Council chooses to continue with a two-cart system for residential services, the award of an exclusive residential franchise contract would be to Athens Services.

Staff is requesting that the City Council award an exclusive franchise residential franchise to Ware Disposal for a three-cart system, or to Athens Services for a two-car system. Staff is also requesting that the City Council award non-exclusive commercial franchises to both Athens Services and Ware Disposal, or an exclusive commercial franchise to Ware – the lowest bidder.

Athens proposed 49 exceptions to the residential and commercial agreements. Should the City choose to award Athens a residential and/or commercial agreement, City staff and Athens would need to resolve the proposed exceptions. Ware proposed no exceptions to the residential and commercial agreements.

CEQA (California Environmental Quality Act):
The proposed actions for awarding solid waste franchises (the "Project") were reviewed in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq*.). The Project is categorically exempt from CEQA Guidelines § 15301 ("Existing Facilities") and § 15061(b)(3) (the "Common Sense Exemption"). Moreover, none of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project.

CEQA Guidelines § 15301 exempts

> "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."

Here, the City Council is contemplating the award of franchises for solid waste collection, transportation, and recycling services. The franchises with the existing solid waste service providers expire on August 31, 2024. MPMC Chapter 6.09 (approved by voters through Measure BB) generally requires that the City use a competitive bidding process to choose solid waste service franchisees not later than August 31, 2024. Pursuant to the MPMC, an exclusive franchise will be awarded for residential accounts and up to three franchises may be awarded for commercial accounts.

The services provided pursuant to the Project would be identical to, or substantially the same as, that currently being provided throughout the City. Therefore, the decision to approve the Project involves the operation and use of existing facilities and equipment; it does not involve an expansion of use. Consequently, the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15301.

CEQA Guidelines § 15061(b)(3) also exempts the Project from additional environmental
review. That Section provides that

> "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Here, the Project will not have a significant impact on the environment because the future services will be identical to, or substantially the same as, the solid waste collection, transportation and recycling services currently being provided. As is the case with the current service provider, Compressed Natural Gas (CNG) powered trash collection vehicles will be utilized. Therefore, no increases in air pollutants or GHG emissions over the baseline conditions are expected. Vehicle routing will be the same or substantially similar to that currently utilized and the City will retain the power to approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

Solid waste collection – now and in the future – may not commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with MPMC Chapter 9.53 which regulates noise. All vehicles will be subject to annual noise level testing and certification by the City.

Public Speakers:

- Jay Ware, General Manager of Ware Disposal Inc., said his company is the lower bidder and offers the lowest price. He recited his company's credentials and said his company is looking forward to servicing the City. He provided the Deputy City Clerk with a Ware folder which included a document on their current and future services to the City.

- Gary Clifford, Executive Vice President of Athens Services, asked the City Council to consider adopting the recommendation for the two commercial haulers and to continue the residential program. He detailed the company's credentials and said Athens has served the community with pride.

- Ving Low said he has rental property in the City and had never had any issues with Athens. He posed the scenario of each household having 3 carts on the street which will affect the limited street parking space.

- Becky Cheng, Director of Governments Affairs for Athens Services, shared her experiences servicing the City. She urged the City Council to compare Athens's services and resources, which she said the competitor will not be able not match. She elaborated on Athens's support for cultural awareness and translation of critical resource materials in different languages.

- Xiu Xi Ye spoke in support of Ware Disposal noting that Ware is responsible and efficient.

- Daisy Ma, resident and Chief Government and Communication Relations Officer for Chinatown Service Center (CSC) said CSC has two offices located in the City. She praised Athens for providing educational resources in different languages and for acting as the liaison for the State's CalRecycle program.

- Gay Yuen spoke of the quality residential program services provided by Athens. She urged the City Council to vote in favor of extending the Athens contract for the next cycle.

- Theresa Amador said she is the former City Clerk, a community volunteer, and the 4th Vice President of the Monterey Park Women's Club. She encouraged the City Council to ask new businesses coming into the City what their community reinvestment is and how they are planning to give back to the community. She added that it is very difficult to raise funds and that Athens has a proven track record in supporting nonprofit organizations.

- Brandon Young, Partner at Manatt, Phelps & Phillips, LLP and representing Athens, opined his legal interpretation of Measure BB and encouraged the City Council to award the residential contract to Athens.

- Ed Tsang expressed his satisfaction for Athens and urged the City Council to award the contract to Athens.

- Charles Stapleton said he has rental properties in the City. He shared his encounters with the servicemen and his expectation of the personal service provided by Athens. He encouraged the City Council to continue the contract with Athens.

- Vincent Chang asked the City Council to consider the comparison between low price versus quality. He praised Athens for their quality services.

- Deputy City Clerk Trang read, received, and filed four (4) written communications from Edward Wong, Wong Tai Sen Center, Dr. Huachang Su of CA Medical Therapeutic Center, and Elain Pang, in support of awarding the contract to Athens Disposal. Brandon D. Young, Partner at Manatt, Phelps & Phillips, LLP representing Arakelian Enterprises, Inc (Athens) submitting a written communication protesting the City's recommendation to award a residential franchise agreement to Ware Disposal, Inc.

Discussion: Director of Public Works Igoe, Principle Management Analyst Ho, and City Consultants who were virtually in attendance from the HF&H Consultants, Senior Vice President Laith Ezzet, Projection Manager April Hamud, and Senior Associate Karla Del Rosario, presented a PowerPoint presentation on general information regarding the award of franchise contracts. They were available for questions.

Recommendation: It is recommended that the City Council consider: (1) Awarding an exclusive franchise contract for a *Three-Cart* Residential Waste Collection and Recycling Services System to Ware Disposal, or an exclusive franchise contract for a *Two-Cart* Residential Collection and Recycling Services

System to Athens Services; (2) Awarding non-exclusive franchise contracts for commercial waste collection and recycling services to both Ware Disposal and Athens Services, or an exclusive commercial franchise to Ware Disposal; (3) Approving the Second Amendment to Agreement No. 2247-A with HF&H Consultants for additional consultant services to assist with the execution of new franchise contracts at an additional, not-to-exceed, cost of $60,000; (4) Allocating $60,000 to the FY23024 budget from Refuse Funds for the cost of HF&H's Second Amendment; and (5) Taking such additional, related, action that may be desirable. awarded the non-exclusive franchise contracts for commercial waste collection and recycling services to both Ware Disposal and Athens Services.

Action Taken: The City Council awarded the non-exclusive franchise contracts for commercial waste collection and recycling services to both Ware Disposal and Athens Services.

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

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

Action Taken: The City Council awarded an exclusive franchise contract for a *Three-Cart* Residential Waste Collection and Recycling Services System to Ware Disposal. The City Council directed staff to perform an analysis of the effectiveness of Measure BB and to provide suggestions for adjustments to the Measure for its full intention.

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

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

Action Taken: The City Council approved the Second Amendment to Agreement No. 2247-A with HF&H Consultants for additional consultant services to assist with the execution of new franchise contracts at an additional, not-to-exceed, cost of $60,000; and allocated $60,000 to the FY23-24 budget from Refuse Funds for the cost of HF&H's Second Amendment.

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

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

RECESSED AND RECONVENED

The City Council recessed at 10:28 p.m. and reconvened with all council members present at 10:32 p.m.

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council extended the council meeting to 11:30 p.m.

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

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

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

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

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

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

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

3-A. MINUTES

Approving the minutes from the regular meeting of December 20, 2023.

Action Taken: The City Council approved the minutes from the regular meeting of December 20, 2023, on Consent Calendar.

3-B. MONTHLY INVESTMENT REPORT – FEBRUARY 2024

As of February 29, 2024, invested funds for the City of Monterey Park total $66,982,161.99.

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

3-C. WATER INFRASTRUCTURE FINANCING UPDATE – RECEIVE AND FILE

On November 15, 2023, the City Council directed the City Manager to research bond financing for water infrastructure needs. On February 7, 2024, the City Manager informed the City Council that this item was being postponed to March 2024 for Council consideration due to challenges encountered in collecting historical data. The City will meet with Standard & Poor's (S&P) on March 26th to present the Water System credit and receive a final rating for the upcoming bond sale. It is anticipated that a recommendation regarding water bonds will be presented to the City Council on April 17, 2024. If approved, the financing team plans to schedule final pricing in the week of April 15th or April 22nd. The City's financing team is diligently working to ensure a strong credit rating and successful bond sale.

Action Taken: The City Council received and filed the water infrastructure financing update, on Consent Calendar.

3-D. ADOPTION OF 2024-25 CITY COUNCIL STRATEGIC PLAN GOALS AND OBJECTIVES

During a public meeting held on February 3, 2023, the City Council and City's executive leadership team convened to discuss City Council priorities, strategic plan goals and 12-month objectives for 2024-25. The Strategic Plan goals and objectives enable the City to efficiently move the community forward by focusing on specific objectives during the fiscal year. The City Manager is responsible for assigning these objectives to City staff in order to carry out the strategic directions of the City Council.

Action Taken: The City Council approved the 2024-25 Strategic Plan Goals and Objectives as amended to add another goal to Goal No. 4 to receive Metro 710 fundings and making plans for improvement of the corridors.

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

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

3-E. AD HOC COMMITTEE – ATLANTIC SQUARE LAND USE

In January, the City Manager executed an agreement with Willdan Group, Inc. ("Willdan") to process requests from TRC regarding its plans at Atlantic Square. Discussions between Willdan representatives, led by Messrs. Jeff Stewart and Sal Lopez, led to a more comprehensive meeting between the City Manager, City Attorney, Willdan, and TRC representatives outlining "next steps" for considering TRC's plans at Atlantic Square.

Part of the next steps includes TRC's agreement to make a presentation to an ad hoc committee of the City Council. Because TRC is concerned regarding proprietary information and ongoing discussions with prospective tenants at Atlantic Square, the parties executed a confidentiality agreement that would allow such a presentation. A copy of that agreement is on-file with the City Clerk's office.

If created, the Atlantic Square Committee would receive a presentation from TRC's representatives regarding future uses at Atlantic Square. It would be authorized to provide feedback to TRC regarding any such plans.

Atlantic Square is located within District 3 which is represented by Council Member Jose Sanchez. Accordingly, Council Member Sanchez is recommended as a committee member along with the Mayor.

Action Taken: The City Council established an ad hoc committee (the "Atlantic Square Committee") consisting of Mayor Thomas Wong and Council Member Jose Sanchez to receive a presentation regarding Atlantic Square tenancies and plans.

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

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

3-F. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK RESOLUTION

The Monterey Park Police Department is celebrating the week of April 14 - 20, 2024 as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.

Action Taken: The City Council adopted Resolution No.2024-R18 declaring the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in the City of Monterey Park, on Consent Calendar.

Resolution No. 2024-R18
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 14-20 2024, NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN MONTEREY PARK

3-G. 2024 NATIONAL LIBRARY WEEK RESOLUTION

The Monterey Park Bruggemeyer Library is celebrating the week of April 7-13, 2024 as National Library Week. National Library Week is celebrated nationwide annually in April to highlight the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities. Libraries offer opportunities for everyone to explore new worlds and become their best selves through access to information, technology, multimedia content, and educational programs.

Action Taken: The City Council adopted Resolution No. 2024-R19 declaring the week of April 7-13, 2024 to be National Library Week in Monterey Park, on Consent Calendar.

Resolution No. 2024-R19
A RESOLUTION DECLARING APRIL 7 – APRIL 13, 2024 AS NATIONAL LIBRARY WEEK

3-H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR LANI AND HANS LIANG

Nominations for the Tree Memorial Recognition Program were advertised and accepted during the month of February 2024. The Recreation and Community Services Department received a nomination application for Lani and Hans Liang.

Subsequently, the Tree Memorial Program Committee, consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners, met to review Lani and Hans Liang's nomination and discuss their consideration for a Tree Memorial based on the criteria established in Resolution Nos—10485 and 11484 (Attachment 1 to the staff report).

The Committee reviewed the nomination application for Lani and Hans Liang (Attachment B to the staff report). The committee voted unanimously to recommend that the City Council approve honoring Lani and Hans Liang with a Tree Memorial for their service and years and positive impact on the Monterey Park Community.

Action Taken: The City Council authorized the City Manager to take actions to honor Lani and Hans Liang with a memorial tree and plaque. The City Council directed staff to look into a tree memorial for Lily Chen.

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

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

3-I. ACCEPTING AND APPROPRIATING REIMBURSEMENT FUNDS RECEIVED FROM THE CITY OF ROSEMEAD RELATED TO THE 2022-2023 STREET REHABILITATION PROJECT AT VARIOUS LOCATIONS CITYWIDE

One of the streets included in the 2022-2023 Street Rehabilitation Project (the "Project") is New Avenue which is a shared street with the City of Rosemead ("Rosemead"). On or about March 05, 2024, Rosemead reimbursed the City of Monterey Park ("City") for costs associated with the rehabilitation of a portion of New Avenue that is owned by Rosemead. The reimbursement amount is $132,202.80 and includes costs for road improvements and project management.

Staff recommends that the City Council increase the contingency amount budgeted for the Project from $1,029,855 to $1,163,057.80 to ensure that all funds under the Street Bond are used to rehabilitate additional streets.

CEQA (California Environmental Quality Act)
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"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable

indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity is for general policies and procedure-making consisting of receiving and appropriating funds. Accordingly, this activity is exempt from further review pursuant.

Action Taken: The City Council authorized the Director of Public Works to approve change orders and contingency up to $1,163,057.80, or approximately 17% of the original contract amount for a total project cost of $8,028,756.80; and accepted and appropriated reimbursement funds received from the City of Rosemead, for costs related to its portion of work on New Avenue, in the amount of $133,202.80 to the Capital Improvement Project No. 96031 budget, on Consent Calendar.

3-J. 2024 SEWER MANHOLE REHABILITATION – AWARD OF CONTRACT

Per Resolution No. 2023-R52, the Public Works Director solicited bids for the 2024 Sewer Manhole Rehabilitation project, Capital Improvement Project No. 99026. One bid was received on February 28, 2024 from Sancon Technologies, Inc. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with Sancon Technologies, Inc., responsible bidder, for the 2024 Sewer Manhole Rehabilitation project in the amount of $156,045, plus 15% contingency for a total of $179,452.

The City Council may also reject all bids and readvertise the project.

CEQA (California Environmental Quality Act):
It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. Subsection (c) of Section 15301 notes that repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails—like the proposed work—are exempt from CEQA if additional automobile lanes are not created.

Action Taken: The City Council authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sancon Technologies, Inc., in the amount of $156,045 for the 2024 Sewer Manhole Rehabilitation Project, CIP 99026; and authorized the Director of Public Works to approve change orders and contingency up to $23,407 (15%) of the contract amount, for a total project cost of $179,452; on Consent Calendar.

3-K. MEMORANDUM OF AGREEMENT FOR THE COORDINATED INTEGRATED MONITORING PROGRAM ADDITIONAL COSTS

On April 18, 2018, City Council approved the Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments to cooperatively share costs in the implementation of the Coordinated Integrated Monitoring Program ("CIMP") and Enhanced Watershed Management Plan ("EWMP") for the Upper Los Angeles River Watershed Management Area. The CIMP activities ended up costing more than initially scoped and the City's share of the cost for the overage is $22,799.02. Staff is requesting that City Council authorize the City Manager to execute a new MOA for the additional cost.

CEQA (California Environmental Quality Act):
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"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. The activity consists of comprehensive data collection efforts to monitor the aquatic toxicity that is present in downstream receiving waters. The purpose of the project is to determine if possible actions are necessary to protect natural resources and the environment. Subsequent actions undertaken to protect the environment will be evaluated separately under the CEQA Guidelines. Accordingly, this activity is exempt from further review.

Action Taken: The City Council authorized the City Manager to execute the Memorandum of Agreement, in a form approved by the City Attorney, for the additional costs of $22,799.02 for the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area, on Consent Calendar.

4. PUBLIC HEARING

4-A. CONSIDER TEFRA FUNDING FOR THE MONTEREY PARK SENIOR VILLAGE

In February 2024, the Borrower, AMG & Associates, LLC, requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $40,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project located at 1935 Potrero Grande Drive, Monterey Park, California.

The legal notice of this hearing was published in the Monterey Park Progress and posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on March 18, 2024, with affidavits of posting on file.

This item was heard after Public Communications.

Discussion: Assistant City Manager Garcia, Managing Member of AMG & Associates, LLC, Alexis Gevorgian and virtually present Financial Advisor of California Municipal Finance Authority (CMFA) Anthony Stubbs, presented the overview of the project and were available for questions.

Action Taken: The City Council conducted a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $40,000,000 (the "Bonds") to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project, Monterey Park Senior Village, located at 1935 Potrero Grande Drive, Monterey Park, California (the "Project"); and opened the public hearing at 6:52 p.m. and there being no speakers for this item, closed the public hearing at 6:55 p.m. and adopted Resolution No. 2024-R17 to become a member of the CMFA and approved the financing of the Project by the CMFA.

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

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

Resolution No. 2024-R17
APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF MONTEREY PARK SENIOR VILLAGE PHASE II, LP

5. NEW BUSINESS

5-A. BUSINESS ATTRACTION PROGRAM

After dissolving redevelopment agencies, the California Legislature adopted "Economic Opportunity" legislation in 2014 which allows use of public funds to promote economic development (SB 470, Wright 2013). Depending on the type of economic development a city is seeking to promote, a city may be required to make findings to demonstrate that the development of the property is likely to create jobs, improve tax revenues, or satisfy a need for affordable housing. Additionally, cities may acquire, sell, or lease real property in furtherance of economic development (AB 806, Dodd and Frazier 2015).

The City Council's 2023-24 Strategic Plan includes a goal of Economic Development within the City. Utilizing elements of the Economic Opportunity legislation may help advance this goal.

Action Taken: The City Council received and filed this report and provided directions to staff to explore other tools for integration into the next fiscal year's budget.

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

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

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Sanchez reported he attended the Community Engagement meeting on March 18 and thereafter, was in Santa Clara for the Economic Decathlon State competition. He said he was the decathlon coach at Alhambra High School and the students took 3rd place in State.

Council Member Lo announced he attended the Los Angeles County Division for the League of California Cities dinner on March 7 for discussion on retail theft, Read Across America event at Ynez Elementary school, the Temple City Installation ceremony on March 19, the March LAX Roundtable meeting, Assemblymember Mike Fong's Women History event and congratulated one of the honorees, Nina Loc from Chinatown Services Center, Floral Improvement Project meeting on March 18, and the Mayor Meetup event at Belvedere Elementary school.

Council Member Yiu said she attended the League of California Cities Revenue and Taxation Committee meeting on March 22, Pedro and Pek Chan 50th Wedding Anniversary celebration on March 16, and the City of Rosemead Installation ceremony on March 12.

Mayor Pro Tem Ngo said for the Read Across America event, he had the opportunity to read at Hillcrest Elementary as well as Ynez Elementary and celebrated Alhambra Unified School District (AUSD) Founders Day event that same evening. He mentioned his attendance at the City of San Marino Lunar Festival celebration on March 10, City of Rosemead Reorganization ceremony on March 12, City of Temple City Reorganization ceremony on March 19, Chef Tony's Grand Opening celebration in Hollywood, and Asian American Pacific Islander (AAPI) Women's History Makers event on March 23.

Mayor Wong reported attending the Southern California Association of Governments (SCAG) Joint Policy Committee meeting on March 7 regarding discussion on the revised Environmental Impact Report which includes the transportation layout and other housing planned for the entire region. He said he also attended the Cal Cities LA Division dinner addressing the rise of retail theft crime on March 7. He wanted to acknowledge the series of employee appreciation events throughout the month and expressed a token of his appreciation as the Mayor and on behalf of the City Council to the City staff for all that they do as civic service. He stated he also attended the Cal Cities Committee Policy Committee meetings and participated in the Enviromenatal Quality Committee meeting on March 22. He requested for a presentation on the timeline and what to expect during the transition of a new hauler, Ware Disposal, and when the new system is in place.

7. FUTURE AGENDA ITEMS

The City Council directed staff to bring back a draft ceasefire resolution for consideration.

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

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 11:26 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
APRIL 9, 2024

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, April 9, 2024 at 6:00 p.m.

CALL TO ORDER:
Mayor Wong called the meeting to order at 6:04 p.m.

ROLL CALL:
Assistant Deputy City Clerk Helena Cho called the roll:

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

ALSO PRESENT: City Manager Inez Alvarez, Assistant City Manager Diana Garcia, City Librarian Kristin Olivarez and Assistant Deputy City Clerk Helena Cho

PUBLIC COMMUNICATIONS: None.

1. NEW BUSINESS

1. APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES

There is currently a vacancy on the Library Board of Trustees due to the passing of Library Trustee Larry Sullivan. This vacancy has been advertised and the City Clerk's office has received five applications from residents interested in serving on the Library Board of Trustees: Jeremy Gozzip, Janine Lui, Abe Porras, Fabian Raygosa and Stacy Villalobos. The City Council is asked to appoint one individual to fill the vacancy for a term beginning May 1, 2024 and ending June 30, 2027.

Discussion: Library Board of Trustees applicants Jeremy Gozzip, Janine Lui, Stacey Villalobos, Fabian Raygosa, and Abe Porras were in attendance. The applicants briefly introduced themselves and answered questions directed at them by the City Council. The City Council ensued in discussion regarding the appointment of a Library Board of Trustees.

Action Taken: The City Council appointed Stacey Villalobos to fill the vacancy on the Library Board of Trustees.

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

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

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 7:14 p.m.

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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
APRIL 17, 2024

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, April 17, 2024 at 5:30 p.m.

CALL TO ORDER:
Mayor Wong called the meeting to order at 5:30 p.m.

ROLL CALL:
City Manager Inez Alvarez called the roll:

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

ALSO PRESENT: City Manager Inez Alvarez, City Attorney Karl Berger, Assistant City Attorney Timothy Campen, Director of Public Works Shawn Igoe

VIRTUALLY PRESENT: None

PUBLIC COMMUNICATIONS: None.

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

1-A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – GOVERNMENT CODE § 54956.9(d)(1) – Three Cases:

Atlantic Square, LLC, dba TRC v. City of Monterey Park, et al. (Raising Cane's Restaurants, LLC, real party in interest) (filed February 17, 2023) LASC Case No. 23AHCP00074.

Atlantic Square, LLC, dba TRC v. City of Monterey Park, et al. (Raising Cane's Restaurants, LLC, real party in interest) (filed August 31, 2023) LASC Case No. 23AHCP00375.

Maria Payan v. City of Monterey Park, et al. (filed November 22, 2022) LASC Case No. 22AHCP01182.

1-B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION (Gov't. Code § 54956.9(d)(4)). Number of potential cases: one. Potential defendants and properties listed below (not required by applicable law; voluntarily disclosed):

Atlantic Square, LLC, Terramar Retail Centers, LLC, and Does 1-25. 2000-2290 South Atlantic Boulevard.

1-C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - GOVERNMENT CODE § 54956.9(d)(2) – SIGNIFICANT EXPOSURE TO LITIGATION: Three cases. Facts and Circumstances: Solid Waste Franchises awarded to Arakelian Enterprises, Inc. ("Athens") for commercial accounts and Ware Disposal, Inc. for commercial and residential accounts.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:26 p.m.

Action Taken: No reportable action taken in Closed Session.

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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
APRIL 17, 2024

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, April 17, 2024 at 6:30 p.m.

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

FLAG SALUTE:
The Monterey Park Police Explorer led the flag salute. Pledge of Allegiance presented by Civic Superstar Elon Wu.

ROLL CALL:
City Clerk Maychelle Yee called the roll:

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

ALSO PRESENT: City Treasurer Amy Lee, City Manager Inez Alvarez, City Attorney Karl Berger, Director of Finance Martha Garcia, Police Chief Scott Wiese, Interim Fire Chief Chrisopher Thompson, Director of Human Resources and Risk Management Christine Tomikawa, Director of Community Development Jessica Serrano, Director of Recreation and Community Services Robert Aguirre, City Librarian Kristin Olivarez, Director of Public Works Shawn Igoe, Recreation Manager Christina Alatorre, Interim Planning Manager Beth Chow, Economic Development Manager Joseph Torres, Fire Marshal Jessica Estrella, Senior Code Enforcement Officer Rey Lozano, Economic Development Specialist Janice Huang, Recreation Program Coordinator Alejandra Espinosa, City Consultant from CivicSpark Fellow Olivia Williams, Deputy City Clerk Cindy Trang

VIRTUALLY PRESENT: None

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
Mayor Wong requested to hear Agenda Item No. 3C after Public Communications.

PUBLIC COMMUNICATIONS

- Madelinn Ornelas, representative of the Service Employee International Union (SEIU) 721, spoke in support of the ceasefire crisis impacting Gaza and Isarel and asked the City Council to adopt the resolution.

- Arielle Chung urged the City Council to pass the ceasefire resolution.

- Ronan Rock urged the City Council to call for an immediate ceasefire in Palestine. He suggested revision to the proposed resolution.

- Nidal Oudeh shared his dissatisfaction of an encounter with the Monterey Park Police Department.

- Maychelle Yee, resident, said the Metropolitan Water District announced their water rate increases and requested the City Council look into how it will affect the residents.

STAFF COMMUNICATIONS

This item was heard after Agenda Item No. 3D.

- Finance: Finance Director Garcia and consultant Michael Mejia, Managing Director for Ramirez and Company, virtually present, reported that the City was unsuccessful with the bond repurchasing of outstanding pension obligation bonds authorized by the City Council's action in November 2023 and the contract with Ramirez and Company has expired and the City will not be pursuing the opportunity further. They were available for questions.

- Economic Development: Economic Development Specialist Huang presented a PowerPoint presentation on upcoming community events including the Community Feedback Sessions on April 25, Business Needs Assessment Survey, and the Americans with Disabilities Act (ADA) Website Compliance Workshop on May 7, 2024.

- Police Department: Police Chief Wiese provided a PowerPoint presentation which highlighted the Police Department activities to include the Business Watch Meeting on March 19 and 26, Coffee with a Cop on April 23, and Baker to Vegas on April 5 and 6. He reviewed the Neighborhood Engagement Team (NET) updates on homelessness and service calls.

- Recreation and Community Services: Recreation and Community Services Program Coordinator Espinosa reported a good turnout for the Huntington Library trip and the Spring Break dance for the seniors.

She announced several upcoming events including the Spring into Wellness on April 19 and monthly health seminar and screening, Life and Culture Art Project 2024, Movie Day featuring Jurassic Park, Taco Tuesday, Spirit Days, and the Cinco de Mayo Party Bash on May 2 at Langley Senior Center. She invited the community to the Earth Day Celebration on April 27, Cherry Blossom on April 27-28, and Happy Birthday Monterey Park Play Days on May 9-12. Program Coordinator Espinoza encouraged the children to participate in the Play Days Read and Ride program to earn tickets for the Play Days carnival rides.

Director of Recreation Aguirre reminded the community of the local Farmer's Market on Thursdays at Barnes Park and the importance of completing the Parks System Master Plan survey. He also invited the community to the MPK Night at Dodger Stadium on August 9 and provided a few project updates including the new playground at Highlands park and Garvey Ranch park.

1. PRESENTATION

The matters listed under presentation are informational content and for discussion only.

1-A. SHORT TERM RENTAL UPDATES

Director of Community Development Services Serrano and Senior Code Enforcement Office Lozano presented a PowerPoint presentation regarding short term rental (STR). They elaborated on the process of obtaining a STR permit and enforcement.

2. OLD BUSINESS

2-A. RESOLUTION REGARDING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR WATER REVENUE BONDS

Issuing the proposed 2024 Water Revenue Bonds would allow the City to utilize $20.6 million in financing to replace aging infrastructure and install advanced water meter infrastructure. Consequently, the City Council may maintain the lower cumulative water rates approved in February 2024 and became effective March 2024, instead of increasing such rates over the next five years. To implement the financing, the City would enter into an Installment Purchase Agreement with the Monterey Park Financing Authority the "Authority"), and the Authority would issue the 2024 Water Revenue Bonds in an amount not to exceed $22,000,000. Debt service will be repaid by the City from net revenues of the City's water system.

Discussion: Public Works Director Igoe and Finance Director Garcia, along with consultants who were virtually present: Vanessa S. Legbandt, Bond Counsel of Stradling Yocca Carlson & Rauth, LLP, Michael Mejia, Managing Director for Ramirez and Company, and Michael Busch, Chief Strategy Officer of Urban

Futures, presented the staff report and a slide on the capital improvement projects and were available for questions.

Action Taken: The City Council adopted Resolution No. 2024-R21 of the City Council of the City of Monterey Park approving the execution and delivery of an Installment Purchase Agreement for the purpose of causing the issuance of not to exceed $22,000,000 aggregate principal amount of Water Revenue Bonds, Series 2024, and approving the execution and delivery of certain documents in connection therewith and certain other matters; and adopted Resolution No. MPFA-3 of the Board of Directors of the Monterey Park Financing Authority approving the sale of its Water Revenue Bonds, Series 2024, in an aggregate principal amount not to exceed $22,000,000 and approving the execution and delivery of certain documents in connection therewith and certain other matters.

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

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

Resolution No. 2024-R21
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF CAUSING THE ISSUANCE OF NOT TO EXCEED $22,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024, AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

Resolution No. MFA-3
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PARK FINANCING AUTHORITY APPROVING THE SALE OF ITS WATER REVENUE BONDS, SERIES 2024, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $22,000,000 AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

2-B. ADOPTION OF THE MONTEREY PARK SUSTAINABILITY PLAN

The Plan outlines a comprehensive strategy aimed at fostering environmental stewardship and resilience within our community, aligning with California's goals to combat climate change. The Plan suggests actions for individuals to enhance their sustainable practices while identifying strategic policies for City

implementation. Through a collaborative effort between stakeholders and City officials, the Plan announces the City's commitment to mitigating emissions and advancing towards a greener future.

Through the collaborative efforts of the Green Team which included a CivicSpark[1] fellow retained to lead this effort and various City employees/officials, the City prepared a draft Resolution and the Plan (contained in Attachments 1 and 2) for City Council consideration. A draft of the Plan was made available for public review between February 8 through 29, 2024. Public outreach was conducted during this period to solicit input and comments. The Implementation Program, contained in Attachment 3 to the staff report, is included as informational only and will guide the City's implementation actions should the Plan be adopted.

CEQA (California Environmental Quality Act):
The City reviewed the environmental impacts of the proposed Resolution pursuant to 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"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), 15378, and 15308 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, activities that do not constitute a "project" as defined, and actions to protect the environment, respectively. This activity is for general policies and procedure-making intended to promote environmental sustainability and protect the environment. Any subsequent construction or development will be evaluated separately under the CEQA Guidelines. Accordingly, this Resolution is exempt from further review.

Public Speaker:

- Jairo expressed his support for the Sustainability Plan with the emphasize on reducing carbon dioxide emissions by increasing mix use and residential density projects, increasing frequency of public transits, create a protected network of bike lanes, and increase adoption of zero emission vehicles and electric bicycles.

Discussion: Director of Community Services Serrano and CivicSpark Fellow Williams, along with Hannah Mize, Sustainability Project Manager at Rincon Consultants, Inc. who was virtually present, presented a PowerPoint presentation on the Sustainability Plan and were available for questions.

Action Taken: The City Council adopted Resolution No. 2024-R22 to adopt the Monterey Park Sustainability Plan (the "Plan").

[1] CivicSpark website (2024): http:www.civicspark.civicwell.org.

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

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

Resolution No. 2024-R22
A RESOLUTION ADOPTING THE MONTEREY PARK SUSTAINABILITY PLAN

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

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

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

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

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

3-A. MINUTES

Approving the minutes from the regular meetings of January 17, 2024, February 7, 2024 and February 21, 2024 and the special meetings of January 17, 2024, February 3, 2024, February 7, and February 20, 2024.

Action Taken: The City Council approved the minutes from the regular meetings of January 17, 2024, February 7, 2024 and February 21, 2024 and the special meetings of January 17, 2024, February 3, 2024, February 7, and February 20, 2024, on Consent Calendar.

3-B. MONTHLY INVESTMENT REPORT – MARCH 2024

As of March 31, 2024, invested funds for the City of Monterey Park total $67,106,870.89.

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

3-C. TREE MEMORIAL PROGRAM RECOMMENDATION FOR LILY LEE CHEN

At the March 26th City Council meeting, Mayor Wong and the City Council nominated former Mayor Lily Lee Chen for the Tree Memorial Recognition Program for her years of dedication and service to the Monterey Park community. Tree Memorial honorees are nominated based on the criteria established in Resolution Nos. 10485 and 11484 (Attachment 1 to the staff report).

If the City Council approves, Lily Lee Chen will be honored with a Tree Memorial for her positive impact on the Monterey Park community.

This item was heard after Public Communications.

Action Taken: The City Council authorized the City Manager to take action to honor Lily Lee Chen with a memorial tree and plaque.

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

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

3-D. A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK SUPPORTING A PERMANENT BILATERAL CEASEFIRE TO THE CONFLICT AND HUMANITARIAN CRISIS IMPACTING GAZA AND ISRAEL

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

Public Speakers:

- Daisy H. Sim provided the death tolls of the conflict and urged the City Council to adopt the resolution with an amendment to the title and to include the death toll statistics.

- Estee Chandler representing Jewish Voice for Peace Los Angeles spoke about anti-Semitism and anti-Zionism and urged the City Council to pass the resolution calling for an immediate ceasefire.

- Ashad Hamideh said he is speaking on behalf of those that have no voice. He stated the city needs to stand on the right side of history and the right side of humanity.

- Tara Kwan said she is a social worker, and she can't imagine what mental health looks like with the ongoing crisis and the trauma of surviving in a war zone with a lack of resources to address mental health.

- Mayra Salazar thanked the San Gabriel Valley Progressive Action for organizing the event and encouraged the City Council to support the resolution.

- Judith Fernandez reminded the City Council to stand for what is right and that an immediate and permanent ceasefire is necessary.

- Ryda Hamida, Executive Director of Latino and Muslim Unity Organization, said she joins other cities and residents in spearheading this effort to have ten ceasefire resolutions passed and urged the City Council to adopt the resolution with suggested language to the title and the body of the resolution. Joshua Martinez conceded his time to her.

- Andrew Yip spoke in support of the cause and asked the City Council to approve the resolution.

- Teri Stein said she is an immigration attorney and a granddaughter of a Holocaust refugee. She talked about the genocide and collective deliberation.

- Hedab Tarifi shared the death toll statistic in Gaza and said the situation has reached a dire level with numerous humanitarian disasters unfolding. She encouraged the City Council to approve the resolution with amendments.

- Taiji Miyagawa spoke in support of approving the resolution with the amendment to add the statistics.

- Sofia Aguilar also spoke in support of the ceasefire and encouraged the City Council to approve the resolution.

- Mathew Sollett asked the City Council to support the resolutions with edits.

- Neeran spoke in support of the ceasefire and shared stories of the current situation. Additional time was given to Neeran by Citlalli.

- Fernando said he is here to show his support for the ceasefire.

- Prranit asked the City to make the right choice to stand in the right side of history and call for an immediate ceasefire and to include the death toll statistics in the resolution.

- Samear talked about his family's legacy to the States and asked for the adoption of resolution.

- Erica Vasquez urged the City Council to pass the ceasefire resolution.

Discussion: By consensus, the City Council reduced the speaking time to 3 minutes per person and a combined time of 5 minutes total. They paused on taking comments midway and engaged in a discussion in support of adoption of the resolution with the proposed edits. The following speakers were allowed time to speak at the conclusion of this item but waived their speaking time: Kristen Mesa, Lesly Velez, Avraham, Phillip G., Raina, Chris Mehren, Christine Rodriguez, Esma Ali, Mohamed Hamideh, Heyam Hamideh, Tasneem Hamideh, Kothar Hamideh, Christian Sanchez, Monique, and Caelyn Oei. Written communications received in support of the ceasefire includes Tara Kwan, Edward Hong, Rida Hamida, Sofia Aguilar, Mary Nguyen, Jack Moath Elkhalayleh, Monica Tenorio, and Sophia Adrangi.

Action Taken: The City Council adopted Resolution No. 2024-R20 of the City Council of Monterey Park supporting a permanent bilateral ceasefire to the conflict and humanitarian crisis impacting Gaza and Israel as amended to insert "An Immediate And" between Supporting and Permanent in the title; and to add "that the latest death toll, 34,367 killed including over 14,000 children 1,139 people killed in Israel since October and thousands more who live there at risk without a permanent ceasefire and 2 million Gazans who are experiencing the highest level of catastrophic hunger" to Section 1D.

Resolution No.2024-R20
A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK SUPPORTING AN IMMEDIATE AND PERMANENT BILATERAL CEASEFIRE TO THE CONFLICT AND HUMANITARIAN CRISIS IMPACTING GAZA AND ISRAEL

RECESSED AND RECONVENED
The City Council recessed at 8:13 p.m. and reconvened with all council members present at 8:19 p.m.

3-E. RESOLUTION SUPPORTING AB 2485 (RHNA TRANSPARENCY REFORM ACT)

Assembly Bill 2485 seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel to advise HCD on this process and requiring the publication of methodologies used by HCD to determine regional housing needs on HCD's website.

Action Taken: The City Council adopted Resolution No. 2024-R23 in support of AB 2485 (Carrillo, RHNA Transparency Reform Act), on Consent Calendar.

Resolution No. 2024-R23
A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK SUPPORTING AB 2485 (CARRILLO)

3-F. NATIONAL CRIME VICTIMS' RIGHTS WEEK RESOLUTION

Every April, The Office for Victims of Crime leads communities throughout the country in their annual observances of National Crime Victims' Rights Week. This year National Crime Victims' Rights week is observed between April 21 – April 27. We are enlisting your support in the form of a resolution to honor all victims of crime but especially those victims of the January 21, 2023 shooting incident.

Action Taken: The City Council adopted Resolution No. 2024-R24 declaring the week of April 21 through 27, 2024 to be National Crime Victims' Rights Week in the City of Monterey Park; on Consent Calendar.

Resolution No. 2024-R24
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 21-27, 2024, NATIONAL CRIME VICTIMS' RIGHTS WEEK IN MONTEREY PARK

3-G. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING WEDNESDAY, APRIL 24, 2024, TO BE "DENIM DAY MONTEREY PARK

"Denim Day" was established by Peace Over Violence in honor of Sexual Violence Awareness Month. "Denim Day" has become a day of solidarity and a symbol of protest against erroneous and destructive attitudes about sexual assault.

Action Taken: The City Council adopted Resolution No. 2024-R25 declaring Wednesday, April 24, 2024, as "Denim Day Monterey Park", on Consent Calendar.

Resolution No. 2024-R25
A RESOLUTION DECLARING APRIL 24, 2024, TO BE "DENIM DAY MONTEREY PARK," SUPPORTING SEXUAL ABUSE AWARENESS AND THE BELIEF THAT THERE IS NO EXCUSE AND NEVER AN INVITATION TO RAPE

3-H. 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 95017 - Edison Trails Park Playground Replacement Project, CIP 99023 - Northeast Area Phase III Water Main Improvement Project, and CIP 96039 & 96043 - FY 22-23 Concrete Improvements Project. 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 December 18, 2023 accepting the Edison Trails Park Playground Replacement Project completed by R.E. Schultz Construction, Inc.; (2) received and filed the Notice of Completion recorded by the Public Works Director on January 2, 2024 accepting the Northeast Area Phase III Water Main Improvement Project completed by Big Ben, Inc.; and (3) received and filed the Notice of Completion recorded by the Public Works Director on January 2, 2024 accepting the FY 22-23 Concrete Improvements Project completed by CT & T Concrete Paving Inc.; on Consent Calendar.

4. PUBLIC HEARING

None.

5. NEW BUSINESS

None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Sanchez reported he attended the art ceremony at the Huntington Library that was hosted by Congresswoman Judy Chu and the California Dreamer Homebuyer program workshop at the library.

Council Member Lo said he also attended the art ceremony, the Council of Governments Board meeting and Transportation Committee meeting, the Meetup with the Mayor event, and the Community Engagement meeting.

Council Member Yiu said she just returned from her trip to Japan and shared her experience during the trip.

Mayor Pro Tem Ngo talked about the great turnout for the Easter event. He reported attending the Meetup with the Mayor event, the Community Engagement meeting, the Celebration of Life honoring the late Larry Sullivan, and the Special City Council meeting to appoint a new Library Board of Trustee. He said he also attended the Congressional Women of the Year and extended his congratulations to Nina Loc who is the Chinatown Service Center Director of Behavioral Health.

Mayor Wong reported that on March 27 he attended the San Gabriel Valley Economic Partnership Economic Forecast where City Manager Alvarez was on the panel. He summarized his attendance at the Southern California Association of

Governments (SCAG) Transportation Committee meeting where the Regional Transportation Plan was adopted. He thanked staff for setting up the Meetup the Mayor event and his colleagues for joining him. He reported attending the art ceremony hosted by Congresswoman Chu, the Community Engagement meeting, and voiced his excitement about the Budget Advocacy trip to Sacramento organized by League of California Cities. He directed staff to follow up on the 710 funding from Metro.

7. FUTURE AGENDA ITEMS

Council Member Sanchez directed staff to place on a future agenda a report regarding Youth Commission for discussion.

Council Member Lo directed staff to place on a future agenda retail theft legislation for discussion.

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

ADJOURNMENT
There being no further business for consideration, the meeting was adjourned at 10:51 p.m.

_____
Maychelle Yee
City Clerk

City Council Staff Report

DATE: June 18, 2024
AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – May 2024

RECOMMENDATION:
It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:
As of May 31, 2024, invested funds for the City of Monterey Park total $92,963,132.64.

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

Respectfully submitted by:

Amy Lee
City Treasurer

Prepared by:

Martha Garcia
Finance Director

Approved by:

Inez Alvarez
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
MAY 31, 2024

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 05/31/2024				**$ 92,963,132.64**
INVESTMENT COMPOSITION				
(1) **LA COUNTY POOLED INVESTMENT FUND**		ON DEMAND	4.210%	$ 25,298,908.31
(2) **LOCAL AGENCY INVESTMENT FUND**		ON DEMAND	3.670%	$ 34,999,883.85
(3) **CHANDLER ASSET MANAGEMENT**			5.17%	$ 25,064,340.48
(4) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
2 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
3 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
4 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
5 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
6 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
7 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
8 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
9 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
10 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
11 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
12 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
13 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
14 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
15 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
16 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
17 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
18 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
19 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
20 GREENWOOD MUNICIPAL FED CREDIT UNI(	01/27/23	01/27/25	4.80%	245,000
21 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
22 WORKERS	01/27/23	01/27/25	4.70%	245,000
23 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
24 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
25 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
26 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
27 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
28 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
29 GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
30 WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
31 PREFERRED BANK	09/03/23	09/03/24	4.16%	100,000
32 PREFERRED BANK	09/08/23	09/08/24	4.16%	150,000
Total CDs (32)			3.189%	***$ 7,600,000.00***

OTHER INFORMATION:

BANK BALANCE: (1)	$27,041,473.57
AVERAGE MATURITY DAYS	58
AVERAGE INTEREST RATE FOR THE MONTH	5.461%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

Portfolio Summary

05/01/2024 - 05/31/2024

City of Monterey Park (405980)

Dated: 06/05/2024

Portfolio Characteristics

	Portfolio
Average Modified Duration	1.68
Average Coupon Rate	4.02
Average Purchase YTM	5.17
Average Market YTM	5.20
Highest of S&P/Moody's/Fitch	AA
Average Final Maturity	2.02
Average Life	1.89

Footnote: 1

Account Summary

	Portfolio
Beginning Market Value	19,907,712.89
Ending Market Value	25,034,217.32
Beginning Accrued Balance	176,085.23
Ending Accrued Balance	165,728.29
Beginning Total Market Value	20,083,798.12
Ending Total Market Value	25,199,945.61
Beginning Current Par	20,236,181.48
Ending Current Par	25,334,166.47
Beginning Book Value	20,007,452.53
Ending Book Value	25,064,340.48
Beginning Original Cost	19,997,229.14
Ending Original Cost	25,033,366.62

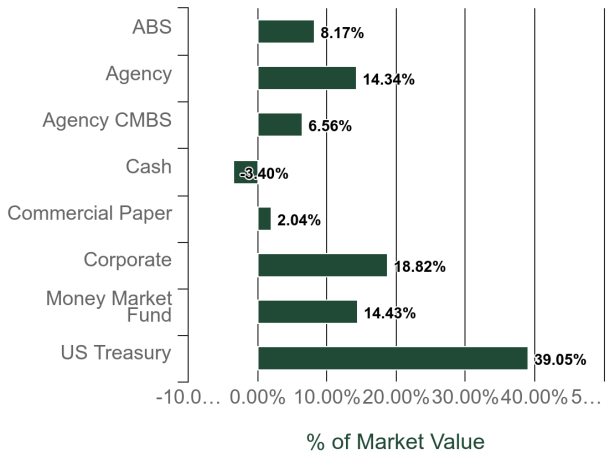
Footnotes: 2,3,4,5,6

Top Issuers

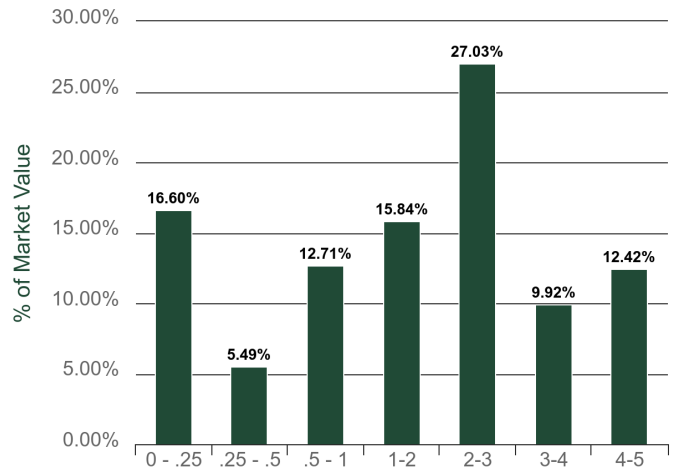
Issuer	% of Market Value
United States	39.05%
First American Govt Oblig fund	14.43%
Federal Home Loan Banks	7.17%
Farm Credit System	7.16%
FHLMC	6.56%
Honda Motor Co., Ltd.	2.19%
American Express Company	1.38%
John Deere Owner Trust 2024	1.23%
JPMorgan Chase & Co.	1.19%
Bank of America Corporation	1.18%

Footnotes: 2,7,8

Sector Allocation



Maturity Distribution



Credit Quality (Highest of S&P/Moody's/Fitch)



Chart calculated by: Market Value

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Adoption of Fiscal Year 2024-25 Annual Budget

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting by Resolution the City's and Successor Agency's Fiscal Year 2024-2025 Annual Budget as presented on May 22, 2024;
2. Adopting a Resolution approving the Citywide Combined Salary Schedule; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 22, 2024, the City Council conducted a public budget workshop regarding the City's current finances, projected revenues, financial obligations, and proposed budget for fiscal year 2024-25. The budget for FY 2024-2025 presents a spending plan that anticipates $167.9 million in estimated operating revenues and transfers-in; $9.5 million from grant advancements and fund balance from all funds combined; and $177.4 million in operating, and capital improvements expenditures and transfers-out. Significant changes to next fiscal year's budget including the addition of one staff, the completion of American Rescue Program Act (ARPA) funding, the increased Unfunded Accrual Liability (UAL), 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 2024-2025 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.

BACKGROUND:

Strategic planning is a method by which the City Council plans and prioritizes its goals in a transparent and accountable manner. At a public meeting held on February 3, 2024, the City Council and City's management team met to discuss fiscal year 2024-2025 City Council priorities and strategic plan goals. The Strategic Plan goals enable the City to efficiently move the community forward by focusing on specific objectives during the fiscal year. The Strategic Plan goals can be found on pages B12-B14 (and are also listed below) of the fiscal year 2024-25 budget book. The Plan aligns limited resources with prioritized initiatives, which connect to a broader vision for our community's future.

The Fiscal Year 2024-2025 Strategic Plan goals include:

- Maintain Public Safety with a Flexible & Enhanced Service Model
- Maintain Fiscal Stability of our City's Financial Resources
- Strengthen our Local Economy & Enhance Housing Opportunities
- Maintain, Build, & Modernize Infrastructure & Facilities to Support the Current & Future needs of our City & Community
- Enhance Access to Resources for Mental Health, Social Services, & Unhoused Needs
- Enhance Public Communication & Civic Engagement to Reach All Members of our Community

On May 22, 2024, City Council conducted a public budget workshop wherein FY 2024-25 estimated revenues presented were $167.9 million, grant advancements and fund balance were $9.5 million, and expenditures were $177.4 million. The workshop included discussions on the addition of staff to the City's employee roster, the American Rescue Program Act funds and general fund supplement, the City's current CalPERs Unfunded Accrual Liability, employee salary and benefit increases per bargaining unit Memorandums of Understanding, and all other goals and objectives associated with the City budget.

The FY 2024-2025 proposed budget includes cost increases for salary and benefits per bargaining unit Memoranda of Understanding. The attached combined salary schedule will take affect the first full pay period after July 1, 2024.

Therefore, the City's FY 2024-2025 Operating, Debt and Capital Budget total is $177.4 million of which $65.7 million is in the General Fund, $24.5 million is for capital improvements and $2.2 is for the Successor Agency enforceable obligations and administration costs. A careful and methodical approach was taken in preparing the budget consistent with City Council's practice to exercise fiscal prudence with funding requests and the preservation of the General Fund reserves. Departmental budget requests were scrutinized considering essential operational needs and limiting the ongoing demand on the City's finances. This operating budget takes the stance of status quo with escalations only where the cost-of-service delivery has increased and where a need for additional services has been identified.

FISCAL IMPACT:

The FY 2024-2025 citywide budget is estimated to be $177.4 million, with a General Fund Budget of $65.7 million (net of transfers).

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Budget Adoption Resolution
2. Comprehensive Salary Schedule and Resolution

ATTACHMENT 1
Budget Adoption Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE FISCAL YEAR 2024-2025 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

The City Council for the City of Monterey Park and the City Council acting on behalf of the Successor Agency (collectively referred to, for convenience, as the "City") does resolve as follows:

SECTION 1: **FINDINGS**. The City Council finds and declares as follows:

A. The City Council reviewed the proposed final Operating and Debt Budget ("Budget") for the City and Capital Improvement Plan ("CIP") for fiscal year 2024-2025;

B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, debt and capital improvements;

C. The City Council conducted public study sessions on May 22, 2024;

D. The City Council is fully informed regarding the City's current finances, projected revenue, and financial obligations; and

E. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: **Adoption**. The Budget and the Capital Improvement Projects as incorporated by reference to this Resolution are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3: **Appropriations Limit**.

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis;

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal

income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

D. Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth and calculating population growth by using the percentage change in population in Los Angeles County.

E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2024-2025 at $113.5 million.

SECTION 4: **Budget Appropriations**. Based upon the Budget, the total General Fund operating budget, including transfers, is $65.7 million. The Overall City Budget is $177.4 million including Capital Improvement Projects. The City Manager, or designee, is authorized to implement the appropriations for City Departments.

SECTION 5: **CIP Appropriations**. Based upon the CIP, a total of $24.5 million is appropriated for capital improvement projects for fiscal year 2024-2025. The City Manager, or designee, is authorized to implement the CIP.

SECTION 6: **Reappropriation**. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of fiscal year 2024-2025 for the Budget and CIP.

SECTION 7: **Fund Operating Reserves**. The City Manager, or designee, may appropriate any remaining revenues at the close of fiscal year 2024-2025 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 8: **Budget Adjustments**. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;

C. Objects code expenditures within appropriation units in a program are not

restricted so long as funding is available in the appropriation unit as a whole.

SECTION 9: **Contracting Authority.**

A. Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 3.20, the City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.

B. Pursuant to MPMC § 3.90.050(c), the City Manager or designee, is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

C. For all other services, equipment, and supplies, the City Manager or designee, is authorized to execute contracts in accordance with the MPMC.

SECTION 3: **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 4: **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 5: **Effective Date**. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18h day of June 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
Comprehensive Salary Schedule and Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE REVISED SALARY RANGES FOR CITY EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SUCH CHANGES IN THE CITY'S SALARY SCHEDULE.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: The City Council authorizes the City Manager, or designee, to compensate all classifications at the rates set forth in the attached Salary Schedule (Exhibit "A"), which is incorporated by reference.

SECTION 2: *Conflict with Old Salary Schedules*. All prior resolutions and salary schedules in conflict with this Resolution are superseded.

SECTION 3: *Authority*. The City Council has authority to adopt this resolution under Government Code § 37206, which requires the City Council to prescribe the time and method of paying salaries, wages and benefits for employees of the City, and Monterey Park Municipal Code Chapter 2.36 (Salaries), which also requires the City Council to establish a salary schedule by resolution.

SECTION 4: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: *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 6: *Effective Date*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 20__.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

EXHIBIT A

City of Monterey Park Salary Schedule
Updated November 15, 2023

Elected Official	Monthly Compensation	
City Council	$500	
City Clerk	$500	
City Treasurer	$500	

Job Classification	Bargaining Unit	Effective Date	Salary
City Manager	Contract	11/15/2023	$265,000

FULL-TIME SALARY SCHEDULE

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	SEIU	7/6/2024	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Accountant	SEIU	7/6/2024	$5,906	$6,054	$6,206	$6,360	$6,520	$6,683	$6,850	$7,021	$7,197	$7,556
Administrative Aide	Confidential	7/6/2024	$5,112	$5,241	$5,371	$5,504	$5,641	$5,785	$5,929	$6,076	$6,229	$6,540
Administrative Aide	SEIU	7/6/2024	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Administrative Manager	Unrepresented/At-Will	7/6/2024	$10,530	$10,795	$11,062	$11,339	$11,623	$11,915	$12,211	$12,517	$12,831	$13,471
Administrative Secretary	Confidential	7/6/2024	$4,861	$4,982	$5,106	$5,235	$5,366	$5,500	$5,636	$5,778	$5,922	$6,219
Adult Literacy Coordinator	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Animal Services Officer	SEIU	7/6/2024	$4,467	$4,578	$4,692	$4,810	$4,930	$5,054	$5,179	$5,309	$5,442	$5,714
Animal Services Supervisor	SEIU	7/6/2024	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Assistant City Engineer	Mid-Management	7/6/2024	$11,393	$11,677	$11,969	$12,268	$12,573	$12,889	$13,211	$13,541	$13,879	$14,575
Assistant City Manager	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Assistant Deputy City Clerk	SEIU	7/6/2024	$5,388	$5,523	$5,660	$5,802	$5,947	$6,096	$6,248	$6,404	$6,564	$6,894
Assistant Planner	SEIU	7/6/2024	$6,081	$6,233	$6,389	$6,549	$6,713	$6,880	$7,053	$7,229	$7,409	$7,780
Assistant to City Manager	Mid-Management	7/6/2024	$9,263	$9,495	$9,732	$9,976	$10,225	$10,481	$10,743	$11,011	$11,287	$11,851
Assistant Water Utility Manager	Unrepresented/At-Will	7/6/2024	$9,263	$9,495	$9,732	$9,976	$10,225	$10,481	$10,743	$11,011	$11,287	$11,851
Associate Planner	SEIU	7/6/2024	$6,904	$7,076	$7,253	$7,434	$7,620	$7,810	$8,006	$8,206	$8,411	$8,832
Auto Shop Technician	SEIU	7/6/2024	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Battalion Chief	Fire Management	7/6/2024	$11,975	$12,581	$13,217	$13,886	$14,580	-	-	-	-	-
Building Inspector	SEIU	7/6/2024	$6,802	$6,973	$7,147	$7,325	$7,508	$7,696	$7,888	$8,086	$8,288	$8,703
Building Official	Mid-Management	7/6/2024	$10,091	$10,343	$10,601	$10,866	$11,138	$11,417	$11,703	$11,994	$12,293	$12,909
Building Trades Technician	SEIU	7/6/2024	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Child Care Assistant	SEIU	7/6/2024	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Child Care Coordinator	SEIU	7/6/2024	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
City Librarian	Executive Management	7/8/2023	$5,388	-	-	-	-	-	-	-	-	$6,894
Civil Engineering Assistant	SEIU	7/6/2024	$6,604	$6,769	$6,938	$7,111	$7,290	$7,472	$7,658	$7,849	$8,046	$8,448
Civil Engineering Associate	Mid-Management	7/6/2024	$8,024	$8,225	$8,430	$8,640	$8,856	$9,078	$9,305	$9,538	$9,775	$10,266
Civil Engineering Technician	SEIU	7/6/2024	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Code Enforcement Officer	SEIU	7/6/2024	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954
Communication Dispatcher	SEIU	7/6/2024	$5,612	$5,752	$5,896	$6,043	$6,195	$6,349	$6,508	$6,671	$6,837	$7,179
Communications Dispatcher Trainee	SEIU	7/6/2024	$4,637	$4,754	$4,872	$4,994	$5,119	$5,247	$5,377	$5,513	$5,650	$5,932
Communications Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Community Service Officer	SEIU	7/6/2024	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Consumer Service Representative	SEIU	7/6/2024	$5,015	$5,139	$5,268	$5,400	$5,534	$5,673	$5,815	$5,960	$6,110	$6,414
Consumer Services Supervisor	Mid-Management	7/6/2024	$7,536	$7,723	$7,916	$8,114	$8,317	$8,524	$8,738	$8,956	$9,181	$9,639
Crew Leader	SEIU	7/6/2024	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Cross Connection Control Inspector	SEIU	7/6/2024	$6,729	$6,898	$7,069	$7,247	$7,428	$7,614	$7,804	$7,999	$8,198	$8,609
Deputy City Clerk	Mid-Management	7/6/2024	$8,618	$8,833	$9,055	$9,281	$9,512	$9,750	$9,995	$10,243	$10,501	$11,024
Deputy Fire Marshal	Mid-Management	7/6/2024	$7,466	$7,653	$7,844	$8,041	$8,241	$8,447	$8,659	$8,875	$9,096	$9,550
Dial-A-Ride Dispatcher	SEIU	7/6/2024	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Dial-A-Ride Driver	SEIU	7/6/2024	$3,006	$3,082	$3,158	$3,237	$3,319	$3,401	$3,487	$3,574	$3,663	$3,846
Director of Community & Economic Development	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Finance	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470

City of Monterey Park Salary Schedule
Updated November 15, 2023

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Director of Human Resources & Risk Management	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Public Works	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Recreation & Community Services	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Economic Development Manager	Mid-Management	7/6/2024	$9,404	$9,641	$9,881	$10,128	$10,381	$10,641	$10,907	$11,179	$11,458	$12,032
Economic Development Specialist	SEIU	7/6/2024	$6,604	$6,769	$6,938	$7,111	$7,290	$7,472	$7,658	$7,849	$8,046	$8,448
Electrician	SEIU	7/6/2024	$5,739	$5,882	$6,030	$6,181	$6,335	$6,493	$6,656	$6,822	$6,992	$7,342
Equipment Mechanic	SEIU	7/6/2024	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Equipment Service Specialist	SEIU	7/6/2024	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Evidence Officer	SEIU	7/6/2024	$4,814	$4,935	$5,058	$5,184	$5,315	$5,447	$5,583	$5,723	$5,866	$6,159
Facilities Maintenance Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Finance Manager	Unrepresented/At-Will	7/6/2024	$11,473	$11,759	$12,052	$12,354	$12,663	$12,978	$13,304	$13,636	$13,977	$14,676
Financial Analyst	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Fire Captain	Firefighters	7/6/2024	$10,123	$10,629	$11,160	$11,718	$12,304			-	-	-
Fire Chief	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Fire Engineer	Firefighters	7/6/2024	$8,689	$9,123	$9,579	$10,058	$10,561			-	-	-
Fire Marshall	Mid-Management	7/6/2024	$9,941	$10,190	$10,445	$10,706	$10,973	$11,248	$11,529	$11,817	$12,112	$12,718
Fire Prevention Permit Technician	SEIU	7/6/2024	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Fire Safety Specialist	SEIU	7/6/2024	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Firefighter	Firefighters	7/6/2024	$7,509	$7,884	$8,277	$8,691	$9,126			-	-	-
Fleet Maintenance Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Human Resources Analyst	Confidential	7/6/2024	$7,120	$7,299	$7,482	$7,668	$7,861	$8,057	$8,260	$8,466	$8,676	$9,109
Human Resources Specialist	Confidential	7/6/2024	$6,051	$6,201	$6,356	$6,514	$6,676	$6,844	$7,016	$7,192	$7,371	$7,740
Human Resources Technician	Confidential	7/6/2024	$5,300	$5,433	$5,569	$5,707	$5,850	$5,996	$6,146	$6,299	$6,457	$6,780
Human Resources/Risk Management Manager	Unrepresented/At-Will	7/6/2024	$11,281	$11,562	$11,851	$12,147	$12,452	$12,761	$13,082	$13,409	$13,743	$14,431
Information Systems Specialist	Confidential	7/6/2024	$7,674	$7,866	$8,063	$8,265	$8,471	$8,682	$8,900	$9,121	$9,350	$9,816
Information Technology Services Manager	Unrepresented/At-Will	7/6/2024	$11,281	$11,562	$11,851	$12,147	$12,452	$12,761	$13,082	$13,409	$13,743	$14,431
Information Technology Technician I	SEIU	7/6/2024	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954
Information Technology Technician II	SEIU	7/6/2024	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Irrigation Specialist	SEIU	7/6/2024	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,320	$5,453	$5,727
Jail Supervisor	Mid-Management	7/6/2024	$6,935	$7,108	$7,286	$7,468	$7,655	$7,846	$8,043	$8,244	$8,450	$8,872
Jailer	SEIU	7/6/2024	$4,714	$4,832	$4,952	$5,075	$5,202	$5,333	$5,466	$5,603	$5,743	$6,030
Janitor	SEIU	7/6/2024	$3,462	$3,549	$3,637	$3,728	$3,821	$3,916	$4,015	$4,115	$4,218	$4,429
Lead Equipment Mechanic	SEIU	7/6/2024	$6,098	$6,251	$6,406	$6,566	$6,731	$6,899	$7,072	$7,249	$7,429	$7,800
Librarian	SEIU	7/6/2024	$6,081	$6,233	$6,389	$6,549	$6,713	$6,880	$7,053	$7,229	$7,409	$7,780
Library Assistant	SEIU	7/6/2024	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Library Circulation Service Supervisor	SEIU	7/6/2024	$4,674	$4,790	$4,911	$5,033	$5,159	$5,287	$5,420	$5,555	$5,694	$5,979
Library Technician	SEIU	7/6/2024	$4,674	$4,790	$4,911	$5,033	$5,159	$5,287	$5,420	$5,555	$5,694	$5,979
Maintenance Worker	SEIU	7/6/2024	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Management Aide	SEIU	7/6/2024	$5,176	$5,308	$5,438	$5,574	$5,713	$5,858	$6,003	$6,153	$6,307	$6,623
Management Analyst	SEIU	7/6/2024	$6,516	$6,678	$6,845	$7,016	$7,190	$7,371	$7,555	$7,744	$7,937	$8,335
Media Specialist I	SEIU	7/6/2024	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Media Specialist II	SEIU	7/6/2024	$5,410	$5,545	$5,683	$5,825	$5,970	$6,120	$6,272	$6,430	$6,590	$6,920
Media Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Office Assistant II (Non-Confidential)	SEIU	7/6/2024	$4,095	$4,196	$4,302	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,238
Outreach and Housing Navigation Coord.	SEIU	7/6/2024	$4,460	$4,571	$4,685	$4,802	$4,922	$5,046	$5,171	$5,301	$5,434	$5,705
Park Maintenance Crew Leader	SEIU	7/6/2024	$5,302	$5,435	$5,571	$5,709	$5,852	$5,999	$6,149	$6,302	$6,460	$6,783
Park Maintenance Lead Worker	SEIU	7/6/2024	$4,930	$5,054	$5,179	$5,309	$5,442	$5,578	$5,717	$5,860	$6,007	$6,307
Park Maintenance Worker	SEIU	7/6/2024	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Park Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Payroll Technician	Confidential	7/6/2024	$5,371	$5,504	$5,641	$5,784	$5,928	$6,076	$6,229	$6,383	$6,543	$6,871
Permit Technician I	SEIU	7/6/2024	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Permit Technician II	SEIU	7/6/2024	$5,436	$5,572	$5,710	$5,854	$6,000	$6,150	$6,303	$6,461	$6,623	$6,954

City of Monterey Park Salary Schedule
Updated November 15, 2023

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Plan Checker	SEIU	7/6/2024	$7,283	$7,465	$7,651	$7,842	$8,039	$8,240	$8,446	$8,657	$8,874	$9,318
Planning Manager	Unrepresented/At-Will	7/6/2024	$10,630	$10,895	$11,168	$11,447	$11,734	$12,027	$12,328	$12,636	$12,951	$13,599
Planning Technician	SEIU	7/6/2024	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Police Administrative Assistant	Confidential	7/6/2024	$4,616	$4,731	$4,849	$4,971	$5,095	$5,221	$5,338	$5,487	$5,624	$5,904
Police Captain	Police Captains	7/8/2023	$16,785					-	-	-	-	$19,302
Police Chief	Executive Management	7/8/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Police Chief's Secretary	Confidential	7/6/2024	$4,861	$4,982	$5,106	$5,235	$5,366	$5,500	$5,636	$5,778	$5,922	$6,219
Police Clerk	SEIU	7/6/2024	$4,139	$4,242	$4,349	$4,457	$4,568	$4,683	$4,800	$4,920	$5,043	$5,295
Police Corporal	POA	7/6/2024	$8,357	$8,775	$9,213	$9,673	$10,158	-	-	-	-	-
Police Lieutenant	Police Mid-Management	7/8/2023	$13,837					-	-	-	-	$15,913
Police Officer	POA	7/6/2024	$7,749	$8,138	$8,546	$8,971	$9,420	-	-	-	-	-
Police Officer Recruit	SEIU	7/6/2024	$5,391	-	-	-	-	-	-	-	-	-
Police Records Management Technician	SEIU	7/6/2024	$5,860	$6,007	$6,156	$6,311	$6,468	$6,630	$6,795	$6,966	$7,140	$7,497
Police Sergeant	Police Mid-Management	7/8/2023	$11,363					-	-	-	-	$13,068
Pool Maintenance Worker	SEIU	7/6/2024	$4,261	$4,367	$4,476	$4,588	$4,702	$4,820	$4,940	$5,064	$5,191	$5,451
Principal Human Resources Analyst	Unrepresented/At-Will	7/6/2024	$8,710	$8,929	$9,151	$9,380	$9,613	$9,853	$10,101	$10,353	$10,612	$11,142
Principal Management Analyst	Mid-Management	7/6/2024	$8,343	$8,553	$8,766	$8,985	$9,209	$9,439	$9,676	$9,917	$10,165	$10,672
Program Coordinator	SEIU	7/6/2024	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Public Works Inspector	SEIU	7/6/2024	$6,085	$6,237	$6,392	$6,553	$6,716	$6,884	$7,056	$7,233	$7,414	$7,784
Public Works Maint. Manager	Mid-Management	7/6/2024	$10,530	$10,794	$11,062	$11,340	$11,623	$11,914	$12,211	$12,517	$12,830	$13,472
Public Works Maint. Supv.	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Public Works Technician	SEIU	7/6/2024	$5,152	$5,280	$5,412	$5,548	$5,686	$5,828	$5,974	$6,124	$6,277	$6,590
Records Supervisor	Mid-Management	7/6/2024	$6,935	$7,108	$7,286	$7,468	$7,655	$7,846	$8,043	$8,244	$8,450	$8,872
Recreation Manager	Unrepresented/At-Will	7/6/2024	$9,408	$9,642	$9,884	$10,130	$10,385	$10,644	$10,911	$11,183	$11,463	$12,036
Recreation Supervisor	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Secretary (non-conf)	SEIU	7/6/2024	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Secretary to City Manager	Confidential	7/6/2024	$6,051	$6,201	$6,356	$6,514	$6,676	$6,844	$7,016	$7,192	$7,371	$7,740
Senior Account Clerk (Non-Confidential)	SEIU	7/6/2024	$4,899	$5,022	$5,146	$5,276	$5,407	$5,542	$5,681	$5,823	$5,968	$6,267
Senior Accountant	Mid-Management	7/6/2024	$7,674	$7,866	$8,063	$8,265	$8,471	$8,682	$8,900	$9,121	$9,350	$9,816
Senior Civil Engineer	Mid-Management	7/6/2024	$9,408	$9,643	$9,884	$10,131	$10,384	$10,644	$10,910	$11,183	$11,463	$12,036
Senior Code Enforcement Officer	SEIU	7/6/2024	$6,081	$6,233	$6,389	$6,549	$6,713	$6,880	$7,053	$7,229	$7,409	$7,780
Senior Librarian	Mid-Management	7/6/2024	$7,066	$7,242	$7,423	$7,609	$7,799	$7,994	$8,194	$8,399	$8,609	$9,039
Senior Library Assistant	SEIU	7/6/2024	$4,467	$4,578	$4,692	$4,810	$4,930	$5,054	$5,179	$5,309	$5,442	$5,714
Senior Maintenance Worker	SEIU	7/6/2024	$4,637	$4,754	$4,872	$4,994	$5,119	$5,247	$5,377	$5,513	$5,650	$5,932
Senior Management Analyst	Confidential	7/6/2024	$6,817	$6,988	$7,162	$7,341	$7,525	$7,713	$7,907	$8,104	$8,307	$8,722
Senior Management Analyst	SEIU	7/6/2024	$7,794	$7,988	$8,188	$8,392	$8,603	$8,817	$9,038	$9,264	$9,495	$9,971
Senior Planner	Mid-Management	7/6/2024	$8,410	$8,620	$8,837	$9,056	$9,283	$9,515	$9,753	$9,996	$10,247	$10,759
Senior Water Production System Operator	SEIU	7/6/2024	$6,247	$6,404	$6,563	$6,728	$6,896	$7,069	$7,245	$7,426	$7,611	$7,992
Support Services Supervisor	SEIU	7/6/2024	$6,445	$6,605	$6,771	$6,941	$7,113	$7,292	$7,474	$7,660	$7,853	$8,245
Water Distribution Crew Supervisor	SEIU	7/6/2024	$6,247	$6,404	$6,563	$6,728	$6,896	$7,069	$7,245	$7,426	$7,611	$7,992
Water Distribution Lead Worker	SEIU	7/6/2024	$5,391	$5,526	$5,664	$5,805	$5,951	$6,100	$6,252	$6,409	$6,569	$6,897
Water Distribution Supervisor	Mid-Management	7/6/2024	$7,536	$7,723	$7,916	$8,114	$8,317	$8,524	$8,738	$8,956	$9,181	$9,639
Water Operations Supervisor	Mid-Management	7/6/2024	$7,536	$7,723	$7,916	$8,114	$8,317	$8,524	$8,738	$8,956	$9,181	$9,639
Water Production Supervisor	Mid-Management	7/6/2024	$7,536	$7,723	$7,916	$8,114	$8,317	$8,524	$8,738	$8,956	$9,181	$9,639
Water Production System Operator	SEIU	7/6/2024	$5,391	$5,526	$5,664	$5,805	$5,951	$6,100	$6,252	$6,409	$6,569	$6,897
Water Utility Maintenance Worker	SEIU	7/6/2024	$4,550	$4,665	$4,781	$4,900	$5,023	$5,149	$5,278	$5,410	$5,545	$5,821
Water Utility Manager	Unrepresented/At-Will	7/6/2024	$11,281	$11,562	$11,851	$12,147	$12,452	$12,761	$13,082	$13,409	$13,743	$14,431
PART-TIME SALARY SCHEDULE												
Account Clerk	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Accountant	Unrepresented/At-Will	7/6/2024	$30.98	$31.76	$32.55	$34.18	$35.89	$37.68				
Administrative Aide	Unrepresented/At-Will	7/6/2024	$27.02	$27.69	$28.38	$29.80	$31.29	$32.86				
Administrative Assistant	Unrepresented/At-Will	7/6/2024	$27.02	$27.69	$28.38	$29.80	$31.29	$32.86				

City of Monterey Park Salary Schedule
Updated November 15, 2023

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Intern I	Unrepresented/At-Will	7/6/2024	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Administrative Intern II	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Animal Services Officer	Unrepresented/At-Will	7/6/2024	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Assistant Planner	Unrepresented/At-Will	7/6/2024	$30.98	$31.76	$32.55	$34.18	$35.89	$37.68				
Assistant Pool Manager	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Building Inspector	Unrepresented/At-Will	7/6/2024	$35.68	$36.57	$37.49	$39.36	$41.33	$43.39				
Building Trades Technician	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Child Care Teacher	Unrepresented/At-Will	7/6/2024	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Civil Engineering Assoc.	Unrepresented/At-Will	7/6/2024	$43.25	$44.33	$45.44	$47.71	$50.10	$52.60				
Code Enforcement Officer	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Communications Dispatcher	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Community Media Specialist	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Community Service Officer	Unrepresented/At-Will	7/6/2024	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Crime Analyst	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Dial-A-Ride Driver	Unrepresented/At-Will	7/6/2024	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Economic Development Specialist	Unrepresented/At-Will	7/6/2024	$35.68	$36.57	$37.49	$39.36	$41.33	$43.39				
Electrician	Unrepresented/At-Will	7/6/2024	$30.98	$31.76	$32.55	$34.18	$35.89	$37.68				
Engineering Aide	Unrepresented/At-Will	7/6/2024	$19.55	$20.04	$20.54	$21.57	$22.64	$23.78				
Equipment Mechanic	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Equipment Service Specialist	Unrepresented/At-Will	7/6/2024	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Evidence Officer	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Fire Safety Specialist	Unrepresented/At-Will	7/6/2024	$30.98	$31.76	$32.55	$34.18	$35.89	$37.68				
Human Resources Analyst	Unrepresented/At-Will	7/6/2024	$35.68	$36.57	$37.49	$39.36	$41.33	$43.39				
Human Resources Technician	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Extra Help I Retirees (range)	Unrepresented/At-Will	7/8/2023	$30.00	-	-	-	-	$80.00				
Extra Help II Retirees (range)	Unrepresented/At-Will	7/8/2023	$81.00	-	-	-	-	$130.00				
Jailer	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Librarian	Unrepresented/At-Will	7/6/2024	$30.98	$31.76	$32.55	$34.18	$35.89	$37.68				
Library Assistant	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Library Page	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Library Technician	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Lifeguard	Unrepresented/At-Will	7/6/2024	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Literacy Program Admin.	Unrepresented/At-Will	7/6/2024	$38.09	$39.04	$40.02	$42.02	$44.12	$46.33				
Maintenance Worker	Unrepresented/At-Will	7/6/2024	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Management Analyst	Unrepresented/At-Will	7/6/2024	$35.68	$36.57	$37.49	$39.36	$41.33	$43.39				
Minutes Clerk	Unrepresented/At-Will	7/6/2024	$19.55	$20.04	$20.54	$21.57	$22.64	$23.78				
Office Assistant I	Unrepresented/At-Will	7/6/2024	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Office Assistant II	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Permit Technician	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Planning Technician	Unrepresented/At-Will	7/6/2024	$27.02	$27.69	$28.38	$29.80	$31.29	$32.86				
Police Cadet	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Police Records Cadet	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Police Records Clerk	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Police Records Mgmt Tech	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Pool Manager	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Principal Management Analyst	Unrepresented/At-Will	7/6/2024	$51.03	$52.30	$53.61	$56.29	$59.10	$62.06				
Program Coordinator	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Recreation Leader I	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Recreation Leader II	Unrepresented/At-Will	7/6/2024	$19.55	$20.04	$20.54	$21.57	$22.64	$23.78				
School Crossing Guard	Unrepresented/At-Will	7/6/2024	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Senior Account Clerk	Unrepresented/At-Will	7/6/2024	$27.02	$27.69	$28.38	$29.80	$31.29	$32.86				
Senior Librarian	Unrepresented/At-Will	7/6/2024	$38.09	$39.04	$40.02	$42.02	$44.12	$46.33				

City of Monterey Park Salary Schedule
Updated November 15, 2023

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Senior Lifeguard/Instructor	Unrepresented/At-Will	7/6/2024	$22.64	$23.21	$23.79	$24.97	$26.22	$27.53				
Senior Management Analyst	Unrepresented/At-Will	7/6/2024	$43.25	$44.33	$45.44	$47.71	$50.10	$52.60				
Senior Planner	Unrepresented/At-Will	7/6/2024	$43.25	$44.33	$45.44	$47.71	$50.10	$52.60				
Water Production System Operator	Unrepresented/At-Will	7/6/2024	$29.44	$30.17	$30.93	$32.47	$34.10	$35.80				
Water Utility Maintenance Worker	Unrepresented/At-Will	7/6/2024	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				

City Council Staff Report

DATE: June 18, 2024
AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Kristin Olivarez, City Librarian
SUBJECT: Waive Library Card Replacement Fee for Library Card Sign-up Month

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the library card replacement fee for library patrons for the month of September 2024 in celebration of National Library Card Sign-up Month;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

It is recommended that City Council waive the library card replacement fee during the month of September 2024 in celebration of National Library Card Sign-up Month. There is no fee to register for a library card. If a library card is lost, patrons are charged a fee to replace their card. Free library card replacement will encourage residents of all ages to return to the Library and utilize the variety of services and programs available to them, including the Library's physical collections, public computers, teen, adult and children's programming, online resources, English as a Second Language classes and more. This action will align with the Library's Strategic Plan goal of making it easier and more convenient for every resident to use the Library.

Additionally, in March 2024, the Library released two new library card designs created by Monterey Park residents. Waiving the card replacement fee will also help promote the new library cards and allow library patrons to replace their old card with one of the new designs.

Since 1987, Library Card Sign-up Month has been held each September to mark the beginning of the school year. During the month, the American Library Association and libraries unite in a national effort to encourage everyone to register for a free card at their local public library.

FISCAL IMPACT:

The library card replacement fee is $3.10. Based on FY 2023/24 data, the library card replacement fee generates an average revenue of $24 per month.

Respectfully submitted by:

Kristin Olivarez
City Librarian

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:
None.

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: Towing Contract Extension

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute an amendment, in a form approved by the City Attorney to extend the term of the towing contracts with Freeway Towing and Navarro's Towing until July 31, 2027 and adjust the rates associated with those agreements; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The towing contracts with Freeway Towing and Navarro's Towing expires on July 31, 2024. I am recommending that the contract be extended three more years and the new expiration date be set as July 31, 2027. Both companies tow rates fall well below the standard CHP rates and both companies are located in the city of Monterey Park.

Both companies' rates have been brought up to the industry standard based on current, Los Angeles County Sheriff's tow rates. The updated tow rates are still well below established CHP East Los Angeles rates, per Monterey Park Municipal Code § 5.84.110(a). Both companies are also willing to extend the contract another three years from the extension date of July 31, 2024.

BACKGROUND:

Navarro's Towing and Freeway Towing have both provided excellent service in the past. The City has dealt with minimal complaints regarding the service they have provided. On 04-17-24 Freeway Towing was inspected and on 04-24-24 Navarro's Towing was inspected. During the inspections the items listed below were taken into consideration.

- Lot size and location
- Evidence Storage
- Number of trucks and drivers
- Record keeping system
- Driver training and licensing
- Complaint procedure

- Security System
- Gates, fences and access
- Tow truck inspections

Both companies have complied with MPMC § 5.84.010 towing regulations and the City's towing service policy. It has been verified that both companies tow rates do not exceed the rates established by the California Highway Patrol, East Los Angeles Area Tow Service Agreement and are in compliance with California Vehicle Code § 22658 (i). Navarro's Towing and Freeway Towing are the only tow companies that are located in the city of Monterey Park.

I am recommending a three-year extension based on the fact both companies are conveniently located in the City, enabling superior service to its community, complying with MPMC § 3.20.050. The low rates benefit the citizens of Monterey Park as well as other citizens who may not be able to afford the higher rates of tow service.

FISCAL IMPACT:

None. Costs associated with towing are borne by vehicle owners.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Jay Silverman
Traffic Sergeant

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. 23-24 East Los Angeles CHP Rates
2. Freeway Towing, Inc
3. Navarro's Towing, LLC

ATTACHMENT 1
23-24 East Los Angeles CHP Rates

Current East Los Angeles CHP Rates

Class A	Class B	Class C	Class D
$263.00	$347.00	$473.00	$568.00

Storage

$77.00 - $85.00

ATTACHMENT 2
Freeway Towing, Inc.

CITY OF MONTEREY PARK
City Clerk's office
AGREEMENT COVER PAGE

Today's Date:	06/21/2021
Department & Contact Person (ext. & signature):	Police Traffic Bureau / Sgt. Gabriel Escarsega
City Council Approval Date (if applicable): City	06/16/2021
Agreement No.:	1616-A
Vendor Name:	Freeway Towing, Inc.
Agreement Date:	08/01/2021
Agreement Expiration Date	07/31/2024
Agreement Amount:	$00.00
Purpose of Agreement / Services Rendered:	Police Towing Service
Business Entity search attached	■ Yes ☐ No
Signature Authority verification attached	■ Yes ☐ No

Agreement Type (choose one):

- ■ Service Agreement (2 pages)
- ☐ Maintenance Agreement
- ☐ Professional Services Agreement
- ☐ Joint Powers/Memorandum of Agreement (MOU)
- ☐ Public Works Contract
- ☐ Other _____

Insurance Requirements & Coverage Period:
(Refer to Insurance Matrix, Resolution No. 11750 for required insurance coverage)

- ■ General Liability Insurance $1,000,000.00
- ■ Workers Compensation $1,000,000.00
- ☐ E & O / Professional Insurance _____
- ■ Other Umbrella / $1,000,000.00
- ■ Automobile Insurance $1,000,000.00
- ☐ None *(Needs City Manager and/or City Attorney approval)*
- ☐ Property Insurance _____

A.M Best Insurance Rating attached . . . . . ■ Yes ☐ No

Department Head Approval:
Support Services Review:
HR Insurance Review:
City Manager Approval:

November 2020

SECOND AMENDMENT TO
AGREEMENT NO. 1616-A BETWEEN
THE CITY OF MONTEREY PARK AND
FREEWAY TOWING

THIS 2ND AMENDMENT ("Amendment") is made and entered into this 20TH day of June 2021, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and Freeway Towing, a California corporation ("CONSULTANT").

1. Pursuant to section 30 of agreement No. 1616-A ("Agreement"), section 4 is amended to read as follows:

   "Term. The term of this ~~new~~ Agreement is from August 1, 2021 to July 31, 2024. Subject to the termination requirements of section 12"

2. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together constitutes one instrumental executed on the same date.

3. Except as modified by this amendment, all other terms and conditions of agreement No. 1616-A remain the same.

[SIGNATURES ON NEXT PAGE]

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

CITY OF MONTEREY PARK

Ron Bow,
City Manager

FREEWAY TOWING

Ikhlas Haddad
Ikhlas Haddad

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. 954479960

APPROVED AS TO FORM:
~~KARL H. BERGER, City Attorney~~

~~By:~~

Karl H. Berger, City Attorney

City of Monterey Park
Signature Verification Form

Thank you for doing business with the City of Monterey Park. Please note that the City requires verification that the person executing a contract has signature authority. Signature requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited partnership, or as an individual. When the contract is with a corporation, California Corporations Code § 313 requires the contract to be signed by: (a) one officer from the corporation's "operational group" consisting of the chairman of the board, the president, or any vice president; and (b) one officer from the corporation's "financial group" consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer. Alternatively, the board of directors for the corporation can delegate signature authority to a particular individual or individuals. This is generally memorialized in the form of a resolution adopted by the board of directors. When the contract is with a consultant conducting business as a general partnership or limited partnership, the contract should be signed by a least one general partner having authority to enter into the contract on behalf of the partnership. When the contract is with an individual, that individual must sign the contract.

To ensure that the City's contracts are valid, this Signature Verification Form must be completed by vendors/contractors/consultants providing services to the City of Monterey Park.

By completing this form, the person listed below has the authority to sign all legal binding agreements with the City of Monterey Park on behalf of the company/organization listed below. If a corporation, attach a copy of the document demonstrating signature authority to this form.

The City of Monterey Park greatly appreciates your cooperation.

Date: 06/22/2021

Type of Company/Organization: TOWING

Company/Organization Name: FREEWAY TOWING INC

Name: IKHLAS HADDAD

Title PRESIDENT

Signature Ikhlas Haddad

Please send the completed form to the following address:

City of Monterey Park
City Clerk's office
320 West Newmark Avenue
Monterey Park, CA 91754

Dr. Shirley N. Weber
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, June 22, 2021. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1742036 FREEWAY TOWING INC.

Registration Date:	04/06/1994
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	IKHLAS HADDAD 1350 MONTEREY PASS ROAD MONTEREY PARK CA 91754-3619
Entity Address:	1350 MONTEREY PASS ROAD HQ MONTEREY PARK CA 91754-3619
Entity Mailing Address:	1350 MONTEREY PASS ROAD HQ MONTEREY PARK CA 91754-3619

Certificate of Status

A Statement of Information is due EVERY year beginning five months before and through the end of April.

Document Type	File Date	PDF
SI-NO CHANGE	05/19/2021	
SI-COMPLETE	03/05/2016	
REGISTRATION	04/06/1994	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search **New Search** **Back to Search Results**

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FC38772

FILED

In the office of the Secretary of State of the State of California

MAR-05 2016

This Space for Filing Use Only

1. **CORPORATE NAME**
FREEWAY TOWING INC.

2. **CALIFORNIA CORPORATE NUMBER**
C1742036

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 17.**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1350 MONTEREY PASS ROAD HQ, MONTEREY PARK, CA 91754-3619			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ IKHLAS HADDAD	1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			
8. SECRETARY SANDY HADDAD	1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			
9. CHIEF FINANCIAL OFFICER/ IKHLAS HADDAD	1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME YOUSIF HADDAD	26921 REUTHER AVENUE, SANTA CLARITA, CA 91351			
11. NAME SANDY HADDAD	1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			
12. NAME IKHLAS HADDAD	1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
IKHLAS HADDAD

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 1350 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754-3619			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
TOWING/AUTOMOTIVE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/05/2016	IKHLAS HADDAD	PRESIDENT	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

California Secretary of State
Electronic Certified Copy

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on this day of May 21, 2021

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Verification Number: 6QZXA5D
Ent ty (File) Number: C1742036

To verify the issuance of this Certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at *bizfile.sos.ca.gov*

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information No Change

Entity Name: FREEWAY TOWING INC.

Entity (File) Number: C1742036
File Date: 05/19/2021
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: GT39791

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Ikhlas Haddad

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: 6QZXA5D
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GT39791

FREEW-3 OP ID: RV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2021

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 805-497-1290 Chergey Insurance Agency 1489 E Thousand Oaks Blvd #5 Thousand Oaks, CA 91362 Steve Sanders	CONTACT NAME: Steve Sanders PHONE (A/C, No, Ext): 805-497-1290 FAX (A/C, No): 805-497-3970 E-MAIL ADDRESS: steve@chergeyinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Benchmark Insurance Company — 41394
INSURED Freeway Towing 1350 Monterey Pass Rd. Monterey Park, CA 91754	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE 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-JECT 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			CST5020407	11/01/2020	11/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (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)

CERTIFICATE HOLDER

MONTERE

Monterey Park Police Departmen
320 W. Newmark Avenue
Monterey Park, CA 91754

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

David M. Chergey

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The ACORD name and logo are registered marks of ACORD

Policy Number: UXQ600079-00 Date Entered: 7/22/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2020

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	MCIS 13700 TAHITI WAY #244 MARINA DEL REY, CA 90292	CONTACT NAME: LOLITA SAMARINI PHONE (A/C, No, Ext): (310) 390-0777 FAX (A/C, No): (310) 390-0222 E-MAIL ADDRESS: LOLITA@MANATEKINS.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: UNITED SPECIALTY INSURANCE COMPANY	29599
INSURED	FREEWAY TOWING INC. 1350 MONTEREY PASS ROAD MONTEREY PARK, CA 91754	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		UXQ600079-00	7/23/2020	7/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] UM	X		UXQ600079-00 $60K	7/23/2020	7/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] 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 DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	PHYSICAL DAMAGE			UXQ600079-00	7/23/2020	7/23/2021	COMP & COLL	$2K DED
A	ON HOOK	X		UXQ600079-00	7/23/2020	7/23/2021	$250,000/$100,000	$1K DED
A	GKLL	X		UXQ600079-00	7/23/2020	7/23/2021	$100,000/ LOC	$500K/$2,500K DE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY WITH RESPECTS TO LIABILITY ARISING FROM THE OPERATIONS OF NAMED INSURED.

CERTIFICATE HOLDER

CITY OF MONTEREY PARK
ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS
320 WEST NEWMARK AVE.
MONTEREY PARK CA. 91754-2896
ATTN: SCOTT WIESE ERGEAT @ T. 626 573-1311

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

LOLITA SAMARINI

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Monterey Park **Its Officers, Officials, Employees, and Volunteers** **320 West Newmark Ave.** **Monterey Park, CA 91754**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** 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
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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **Freeway Towing Inc.**

Endorsement Effective Date: **7/23/2020**

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Monterey Park Its Officers, Officials, Employees, and Volunteers 320 West Newmark Ave. Monterey Park, CA 91754
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

CITY OF MONTEREY PARK
City Clerk's office
AGREEMENT COVER PAGE

Today's Date:	6/25/2018
Originating Department & Contact Person:	Police Traffic Bureau / David Elliott, Sgt
City Council Approval Date (if applicable):	07/01/2015
City Agreement No.:	1616-A
Vendor Name:	Freeway Towing, Inc.
Agreement Date:	08/01/2018
Agreement Expiration Date	07/31/2021
Agreement Amount:	$00.00
Purpose of Agreement / Services Rendered:	Police Towing Service
Business Entity search attached	■ Yes ☐ No
Signature Authority verification attached	■ Yes ☐ No

Agreement Type (choose one):

- ■ Service Agreement (2 pages)
- ☐ Professional Services Agreement
- ☐ Public Works Contract
- ☐ Maintenance Agreement
- ☐ Joint Powers/Memorandum of Agreement (MOU)
- ☐ Other _____

Insurance Requirements & Coverage Period:

(Refer to Insurance Matrix, Resolution No. 11750 for required insurance coverage)

- ■ General Liability Insurance $1,000,000.00
- ☐ E & O / Professional Insurance _____
- ■ Automobile Insurance $1,000,000.00
- ☐ Property Insurance _____
- ■ Workers Compensation $1,000,000.00
- ■ Other Umbrella / $10,000,000.00
- ☐ None *(Needs City Manager and/or City Attorney approval)*

A.M Best Insurance Rating attached . . . . . ■ Yes ☐ No

Department Head Approval:	Jim Smith, Chief of Police
City Clerk Review:	Vincent D. Chang, City Clerk
City Manager Approval:	Ron Bow, City Manager

FIRST AMENDMENT TO
AGREEMENT NO. 1616-A BETWEEN
THE CITY OF MONTEREY PARK AND
FREEWAY TOWING

THIS 1ST AMENDMENT ("Amendment") is made and entered into this 20 day of JUNE 2018, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and FREEWAY TOWING, a California corporation ("CONSULTANT").

1. Pursuant to Section 30 of Agreement No. 1616-A ("Agreement"), section 4 is amended to read as follows:

> Term. The term of this new Agreement is from August 1, 2018 to July 31, 2021. Subject to the termination requirements of Section 12."

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 1616-A remain the same.

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

CITY OF MONTEREY PARK

_____
Ron Bow,
City Manager

ATTEST:

_____
Vincent D. Chang,
City Clerk

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

By: _____

FREEWAY TOWING

By: Khlas Maddad

KHLAS HADDAD
Print Name

Taxpayer ID No. 95-4479960

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, June 21, 2018. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1742036 FREEWAY TOWING INC.

Registration Date:	04/06/1994
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	IKHLAS HADDAD 1350 MONTEREY PASS ROAD MONTEREY PARK CA 91754-3619
Entity Address:	1350 MONTEREY PASS ROAD HQ MONTEREY PARK CA 91754-3619
Entity Mailing Address:	1350 MONTEREY PASS ROAD HQ MONTEREY PARK CA 91754-3619

A Statement of Information is due EVERY year beginning five months before and through the end of April.

Document Type	File Date	PDF
SI-NO CHANGE	04/06/2018	
SI-COMPLETE	03/05/2016	
REGISTRATION	04/06/1994	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FV79252

FILED

In the office of the Secretary of State of the State of California

APR-06 2018

This Space for Filing Use Only

1. **CORPORATE NAME**
FREEWAY TOWING INC.

2. **CALIFORNIA CORPORATE NUMBER**
C1742036

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**
☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 17.**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	CITY	STATE	ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/06/2018	IKHLAS HADDAD	PRESIDENT	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

City of Monterey Park
Signature Verification Form

Thank you for doing business with the City of Monterey Park. Please note that the City requires verification that the person executing a contract has signature authority. Signature requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited partnership, or as an individual. When the contract is with a corporation, California Corporations Code § 313 requires the contract to be signed by: (a) one officer from the corporation's "operational group" consisting of the chairman of the board, the president, or any vice president; and (b) one officer from the corporation's "financial group" consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer. Alternatively, the board of directors for the corporation can delegate signature authority to a particular individual or individuals. This is generally memorialized in the form of a resolution adopted by the board of directors. When the contract is with a consultant conducting business as a general partnership or limited partnership, the contract should be signed by a least one general partner having authority to enter into the contract on behalf of the partnership. When the contract is with an individual, that individual must sign the contract.

To ensure that the City's contracts are valid, this Signature Verification Form must be completed by vendors/contractors/consultants providing services to the City of Monterey Park.

By completing this form, the person listed below has the authority to sign all legal binding agreements with the City of Monterey Park on behalf of the company/organization listed below. If a corporation, attach a copy of the document demonstrating signature authority to this form.

The City of Monterey Park greatly appreciates your cooperation.

Date:	6/23/2018
Type of Company/Organization:	Towing
Company/Organization Name:	Freeway Towing, Inc
Name:	IKhIAS HAODAD
Title	President
Signature	IKhlas Haddad

Please send the completed form to the following address:

City of Monterey Park
City Clerk's office
320 West Newmark Avenue
Monterey Park, CA 91754

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2018

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
Commercial Lines - (813) 639-3000
USI Insurance Services National, Inc.
2502 N. Rocky Point Drive, Suite 400
Tampa, FL 33607

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 813-639-3000 **FAX (A/C, No):** 855-299-7117
E-MAIL ADDRESS: clw.certrequest@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PriorityWorkforce
2170 Towne Centre Place Suite 350
Anaheim, CA 92806

COVERAGES **CERTIFICATE NUMBER:** 12966262 **REVISION NUMBER:** See below

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-MADE ☐ 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 JECT ☐ 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			AMW-041-0001-002	04/01/2018	04/01/2019	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						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)
Coverage is limited to PriorityWorkforce employees assigned to: Freeway Towing

CERTIFICATE HOLDER
Freeway Towing
1350 Monterey Pass Rd.
Monterey Park, Ca 91754

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
Jeanne Brandon

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Policy Number: 606677754

Date Entered: 6/25/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2018

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 MCIS 13700 TAHITI WAY #244 MARINA DEL REY, CA 90292	CONTACT NAME: LOLITA SAMARINI PHONE (A/C, No, Ext): (310) 390-0777 FAX (A/C, No): (310) 390-0222 E-MAIL ADDRESS: LOLITA@MANATEKINS.COM
INSURED FREEWAY TOWING INC. 1350 MONTEREY PASS ROAD MONTEREY PARK, CA 91754	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : TRUCK INSURANCE EXCHANGE — 21687 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	[X]		606677754	7/23/2018	7/23/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] UM	[X]		606677754 $100K	7/23/2018	7/23/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] 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 DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	PHYSICAL DAMAGE			606677754	07/23/2018	07/23/2019	COMP & COLL	$2,000/$5,000 DED
A	ON HOOK			606677754	07/23/2018	07/23/2019	$250,000/$100,000	$1,000 DED
A	GKDP			606677754	07/23/2018	07/23/2019	$100,000/ LOC	$1,000/$5,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY WITH RESPECTS TO LIABILITY ARISING FROM THE OPERATIONS OF NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF MONTEREY PARK ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS 320 WEST NEWMARK AVE. MONTEREY PARK, CA 91754-2896	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LOLITA SAMARINI

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Policy: 606677754

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOW NERS LIABILITY COVERAGE FORM
BUSINESSOWNERSCOMMONPOLICYCONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	CITY OF MONTEREY PARK ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS
Location of Covered Operation(s):	320 WEST NEWMARK AVE. MONTEREY PARK CA. 91754-2896
Effective Date Of Endorsement:	07/23/2017

The BUSINESSOW NERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in paragraph **B.** of this endorsement, the following exclusions are added to paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:
   a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
   b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

   But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed by that additional insured.

4. "Property damage" to:
   a. Property owned, used or occupied by or rented to the additional insured(s);
   b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or

c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

B. Section C. Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:

1. Your ongoing operations performed for such person or organization at the location designated above;
2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.

C. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOW NERS COMMON POLICY CONDITIONS are amended as follows:

With respect to the additional insured described in paragraph B. of this endorsement, Section H. Other Insurance is replaced by the following:

H. OtherInsurance

1. Primary and Non Contributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and non contributory ONLY to any insurance issued directly to the additional insured if:

a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and non contributory basis;
b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
c. The additional insured designated herein has a policy with an Other Insurance provision making this policy excess; and
d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FREEWAY TOWING INC.
Endorsement Effective Date: 07/23/2017

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF MONTEREY PARK ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS **320 WEST NEWMARK AVE. MONTEREY PARK, CA 91754-2896**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FREEWAY TOWING INC.
Endorsement Effective Date: 07/23/2017

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF MONTEREY PARK ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS **320 WEST NEWMARK AVE. MONTEREY PARK, CA 91754-2896**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

Mid-Century Insurance Company

A.M. Best #: 002173 **NAIC #: 21687** **FEIN #: 956016640**

Mailing Address
P.O. Box 4402
Woodland Hills, CA 91365
United States

View Additional Address Information

Web: www.farmers.com
Phone: 323-932-3200
Fax: 323-930-4266



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 14, 2018
Initial Rating Date:	June 30, 1955

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable

1616-A

CITY OF MONTEREY PARK

POLICE TOWING AND STORAGE SERVICE AGREEMENT

THIS AGREEMENT is entered into the 9th day of July, 2015, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and FREEWAY TOWING, a California corporation ("Contractor").

RECITALS

A. City wishes to provide towing services and garage impound and storage facilities for the purposes of towing away and impounding all motor vehicles (i) involved in traffic accidents; (ii) violating various sections of federal or state law (including, without limitation, the California Vehicle Code) or the Monterey Park Municipal Code ("MPMC"); (iii) being held by the Monterey Park Police Department (the "Police Department" as evidence in criminal cases; and (iv) for such other tow-away or impound services whether for public or private property as City requests from time to time.

B. Contractor owns and operates a business providing towing services and garage impound and storage facilities.

C. City wishes to engage Contractor to provide prescribed months of towing services and garage impound and storage facilities required under this Agreement and Contractor wishes to provide said services and facilities.

NOW THEREFORE, it is mutually understood and agreed by City and Contractor as follows:

1. Scope of Services.

A. Contractor must comply with all applicable law including, without limitation, the MPMC towing regulations, and the City's towing service policy. The terms and conditions of the City's towing service policy, and the MPMC, are incorporated into this Agreement as if fully set forth.

B. Contractor must comply with the terms and conditions of the Request for Proposals, which are incorporated by reference as if fully set forth.

C. Contractor must, in a professional manner, furnish all of the labor, technical, administrative, personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

2. Responsibilities of City.

A. Subject to the ordinance and policy, City may request Contractor to respond and provide the Services under this Agreement.

B. If Contractor is unable at any time to respond with prompt and adequate service, City reserves the right, without notice to Contractor, to request other towing and garage impound and storage facility operators to respond and provide the Service.

C. Notwithstanding any other provision of this Agreement, if the owner or other person entitled to possession of the vehicle requiring towing services otherwise subject to this agreement specifically requests that a towing operator other than Contractor provides those services; such services may be performed by the requested towing operator if such services are available without unreasonable delay.

3. Compensation.

A. Contractor may charge and receive compensation as set by the City, described below:

City Approved Rates For Consensual/Non-Consensual Towing Service

	Hourly	Storage
Class A	$125.00	$35.00
Class B	$225.00	$45.00
Class C	$325.00	$55.00
Class D	$425.00	$55.00
Service Calls:	$ 62.50	

City Approved Rates For City Of Monterey Park Owned Vehicles

Service Calls (within a 20 mile radius of Monterey Park):	No Charge
Tow of vehicle less than 10,000 GVWR (within a 20 mile radius of Monterey Park:	No Charge

*Tow of vehicle over 10,000 GVWR or tow of vehicle less than 10,000 GVWR outside of 20 mile radius – rate must be approved by appropriate Department Representative.

B. The rates listed above are not in excess of those rates set forth in MPMC § 5.84.110.

C. Contractor agrees that liability and payment for services is only from the person requiring the Services set forth above. City is not liable or responsible for any payment.

4. Term. The term of this Agreement is from August 1, 2015, to July 31, 2018. Subject to the termination requirements of Section 12, this Agreement may be extended once for three (3) years at City's sole discretion.

5. Performance Standards. While performing this Agreement, Contractor will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Contractor of any deficiencies and Contractor will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Contractor.

6. Familiarity with Work.

A. By executing this Agreement, Contractor agrees that it has:

i. Carefully investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor agrees that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

7. Conflict of Interest.

No official, officer or employee of the City, or members of their direct family, can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with the City or for a period of one year thereafter. Contractor must indemnify, defend and hold harmless the City, its officials, officers, attorneys and employees from all claims, liabilities, lawsuits, actions, or damages of any type, including without limitation costs of suit and attorneys fees, arising out of any claim, proceeding, lawsuits

or actions related to any alleged breach of this paragraph, violation of Government Code §§ 1090, *et seq*. or the Political Reform Act (Government Code §§ 87100, *et seq*.).

8. Consistency. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over any incorporated Exhibits including, without limitation, the Request for Proposals; this Agreement supersedes any conflicting provisions.

9. Taxpayer Identification Number. Contractor will provide City with a Taxpayer Identification Number.

10. Permits and Licenses. Contractor, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. Waiver. City's review or acceptance of, or payment for, services rendered by Contractor under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Contractor's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

12. Termination.

A. Except as otherwise provided, City may terminate this Agreement at any time with or without cause.

B. Contractor may terminate this Agreement at any time upon thirty (30) days written notice.

C. Upon receiving a termination notice, Contractor will immediately cease performance under this Agreement unless otherwise provided in the termination notice.

D. Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.

E. By executing this document, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

13. Ownership of Documents. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Contractor under this Agreement are City's property. Contractor may retain copies of said documents and materials as desired, but must deliver all original materials to City upon City's written notice. City agrees that use of Contractor's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk.

14. Publication of Documents. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by Contractor to any other person or public City without City's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by City, unless otherwise provided by written agreement between the parties.

15. Indemnification.

A. **Contractor indemnifies and holds City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from City's sole negligence or willful misconduct. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "City" includes City's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. Assignability. This Agreement is for Contractor's services. Contractor's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

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

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

19. Insurance.

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

Type of Insurance	Limits
Commercial general liability:	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

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

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

D. Contractor will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

E. Should Contractor, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Contractor's expense and deduct the cost of such insurance from payments due to Contractor

under this Agreement or terminate.

20. Use of Subcontractors. Contractor must obtain City's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

21. Incidental Tasks. Contractor will meet with City monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

22. Notices. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to Contractor:

Freeway Towing Inc
1350 Monterey Pass Road
Monterey Park, CA 91754
Attention: IKHLAS HADDAD

If to City:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 01754-2896
Attention: Chief of Police

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

23. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than Contractor's bona fide employee, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than Contractor's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Contractor breach or violate this warranty, City may rescind this Agreement without liability.

24. Third Party Beneficiaries. This Agreement and every provision herein is generally for the exclusive benefit of Contractor and City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Contractor's or City's obligations under this Agreement.

25. Interpretation. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. Compliance with Law. Contractor agrees to comply with all federal, state, and local laws applicable to this Agreement.

27. Entire Agreement. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

28. Rules of Construction. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

29. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

30. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City's executive manager, or designee, may execute any such amendment on behalf of City.

31. Acceptance of Facsimile Signatures. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

32. Captions. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

33. Time is of Essence. Time is of the essence for each and every provision of this Agreement.

34. Force Majeure. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

35. Statement of Experience. By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Contractor represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current

workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Contractor is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF MONTEREY PARK

By: _____
Hans Liang, Mayor

By: _____
Paul L. Talbot, City Manager

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, Assistant City Attorney

FREEWAY TOWING

By: _____

_____
Print name

Agmt No. 1616-A

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us

Jim Smith
Chief of Police

June 5, 2012

Ikhlas Haddad, Owner
Freeway Towing Service
1350 Monterey Pass Road
Monterey Park, CA 91754

Dear Mrs. Haddad,

The current police towing contract between your company and the City of Monterey Park expires on July 31, 2012. When the City Council approved the contract in 2009 they left in a provision for the contract to be extended an additional three years. Based on the experiences over the past three years, the Police Department is satisfied with the current rotational system between Navarro's Tow and Freeway Tow. It is my intention to recommend to the City Council that the contract be extended for an additional three years (August 1, 2012 – July 31, 2015) contingent upon addressing the issues in the following paragraph.

There are two issues which I want to resolve with the new contract. The first is that the one common complaint that we receive about both companies is the towing costs. The complaints we receive is that if a person contacted your company for towing services on their own it would be at a significantly lower rate than what is charged when the Police Department calls for those services. The second issue is in regard to the towing of City owned vehicles. In order to balance the public interest, our needs, and your business needs, the continuation of the contract will depend upon your acceptance of the rates as shown on the attached page labeled "Attachment A."

Please review the attachment and mark whether you agree or disagree with this provision, sign it, and return it to Sgt. Scott Wiese no later than Friday, June 8, 2012. If you have any questions, please contact Sgt. Wiese or me.

Thank you for your continued excellent service to our department.

Sincerely,

Jim Smith
Chief of Police
(626) 307-1222
jsmith@montereypark.ca.gov

ATTACHMENT "A"

CITY APPROVED RATES FOR TOWING SERVICE

	Hourly	Storage
Class A	125.00	35.00
Class B	225.00	45.00
Class C	325.00	55.00
Class D	425.00	55.00

Service Calls: $62.50

CITY APPROVED RATES FOR CITY OF MONTEREY PARK OWNED VEHICLES

Service Calls (within a 20 mile radius of Monterey Park): No Charge
Tow of vehicle less than 10,000 GVWR (within a 20 mile radius of Monterey Park: No Charge

*Tow of vehicle over 10,000 GVWR or tow of vehicle less than 10,000 GVWR outside of 20 mile radius – rate must be approved by appropriate Department Representative.

I Heriberto Eddie NAVARRO agree/disagree to the rates proposed by the City.
Print Name

Signature

NAVARRO'S TOWING
Name of Company

ATTACHMENT "A"

CITY APPROVED RATES FOR TOWING SERVICE

	Hourly	Storage
Class A	125.00	35.00
Class B	225.00	45.00
Class C	325.00	55.00
Class D	425.00	55.00

Service Calls: $62.50

CITY APPROVED RATES FOR CITY OF MONTEREY PARK OWNED VEHICLES

Service Calls (within a 20 mile radius of Monterey Park): No Charge
Tow of vehicle less than 10,000 GVWR (within a 20 mile radius of Monterey Park: No Charge

*Tow of vehicle over 10,000 GVWR or tow of vehicle less than 10,000 GVWR outside of 20 mile radius – rate must be approved by appropriate Department Representative.

I Ikhlas Haddad (agree/disagree) to the rates proposed by the City.
Print Name

Ikhlas Haddad
Signature

Freeway Towing
Name of Company

RECD JUN 11 2012

ATTACHMENT 3
Navarro's Towing, LLC

CITY OF MONTEREY PARK
City Clerk's office
AGREEMENT COVER PAGE

Today's Date:	06/21/2021
Department & Contact Person (ext. & signature):	Police Traffic Bureau / Sgt. Gabriel Escarsega
City Council Approval Date (if applicable): City	06/16/2021
Agreement No.:	1409-A
Vendor Name:	Navarro's Towing, LLC
Agreement Date:	08/01/2021
Agreement Expiration Date	07/31/2024
Agreement Amount:	$00.00
Purpose of Agreement / Services Rendered:	Police Towing Service
Business Entity search attached	☒ Yes ☐ No
Signature Authority verification attached	☒ Yes ☐ No

Agreement Type (choose one):

- ☒ Service Agreement (2 pages)
- ☐ Professional Services Agreement
- ☐ Public Works Contract
- ☐ Maintenance Agreement
- ☐ Joint Powers/Memorandum of Agreement (MOU)
- ☐ Other _____

Insurance Requirements & Coverage Period:

(Refer to Insurance Matrix, Resolution No. 11750 for required insurance coverage)

- ☒ General Liability Insurance 09/30/20 – 09/30/21 $1,000,000.00
- ☐ E & O / Professional Insurance _____
- ☒ Automobile Insurance 09/30/20 – 09/30/21 $1,000,000.00
- ☐ Property Insurance _____
- ☒ Workers Compensation 06/01/21 – 06/01/22 $1,000,000.00
- ☒ Other Umbrella / $1,000,000.00 09/30/20 – 09/30/21
- ☐ None *(Needs City Manager and/or City Attorney approval)*

A.M Best Insurance Rating attached . . . . . ☒ Yes ☐ No

Department Head Approval: _____

Support Services Review: _____

HR Insurance Review: _____

City Manager Approval: _____

November 2020

SECOND AMENDMENT TO
AGREEMENT NO. 1409-A BETWEEN
THE CITY OF MONTEREY PARK AND
NAVARRO'S TOWING

THIS 2ND AMENDMENT ("Amendment") is made and entered into this 20TH day of June 2021, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and Navarro's Towing, a California corporation ("CONSULTANT").

1. Pursuant to section 30 of agreement No. 1409-A ("Agreement"), section 4 is amended to read as follows:

   "Term. The term of this ~~new~~ Agreement is from August 1, 2021 to July 31, 2024. Subject to the termination requirements of section 12"

2. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together constitutes one instrumental executed on the same date.

3. Except as modified by this amendment, all other terms and conditions of agreement No. 1409-A remain the same.

[SIGNATURES ON NEXT PAGE]

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

CITY OF MONTEREY PARK

Ron Bow,
City Manager

NAVARRO' TOWING

Heriberto E. Navarro

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. 95-4530334

APPROVED AS TO FORM:
~~KARL H. BERGER, City Attorney~~

~~By:~~

Karl H. Berger, City Attorney

City of Monterey Park
Signature Verification Form

Thank you for doing business with the City of Monterey Park. Please note that the City requires verification that the person executing a contract has signature authority. Signature requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited partnership, or as an individual. When the contract is with a corporation, California Corporations Code § 313 requires the contract to be signed by: (a) one officer from the corporation's "operational group" consisting of the chairman of the board, the president, or any vice president; and (b) one officer from the corporation's "financial group" consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer. Alternatively, the board of directors for the corporation can delegate signature authority to a particular individual or individuals. This is generally memorialized in the form of a resolution adopted by the board of directors. When the contract is with a consultant conducting business as a general partnership or limited partnership, the contract should be signed by a least one general partner having authority to enter into the contract on behalf of the partnership. When the contract is with an individual, that individual must sign the contract.

To ensure that the City's contracts are valid, this Signature Verification Form must be completed by vendors/contractors/consultants providing services to the City of Monterey Park.

By completing this form, the person listed below has the authority to sign all legal binding agreements with the City of Monterey Park on behalf of the company/organization listed below. If a corporation, attach a copy of the document demonstrating signature authority to this form.

The City of Monterey Park greatly appreciates your cooperation.

Date: 06/22/2021
Type of Company/Organization: SOLE PROPREITOR
Company/Organization Name: NAVARRO'S TOWING
Name: HERIBERTO EDDIE NAVARRO
Title OWNER
Signature

Please send the completed form to the following address:

City of Monterey Park
City Clerk's office
320 West Newmark Avenue
Monterey Park, CA 91754

Dr. Shirley N. Weber
California Secretary of State

Business Search - Results

The California Business Search is updated daily and reflects work processed through Tuesday, June 22, 2021. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on requesting a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Results of search for Entity Number "201216410325" returned 1 entity record (out of 1 record found).

Show 10 entities per page

Narrow search results:

Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
201216410325	06/12/2012	FTB SUSPENDED	**NAVARRO'S TOWING, LLC**	CALIFORNIA	MARK S HOFFMAN

Showing 1 to 1 of 1 entities

Previous 1 Next

Modify Search New Search

State of California
Secretary of State

L

16-702735

122

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee $20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California
APR 06 2016

1. **LIMITED LIABILITY COMPANY NAME**
NAVARRO'S TOWING, LLC

21/20/PC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER: 201216410325

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

No Change Statement

4. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.**

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 15.**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL OFFICE: 524 MONTEREY PASS ROAD	MONTEREY PARK	CA	91754
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5			
7. STREET ADDRESS OF CALIFORNIA OFFICE: 524 MONTEREY PASS ROAD	MONTEREY PARK	CA	91754

Name and Complete Address of the Chief Executive Officer, If Any

NAME	ADDRESS	CITY	STATE	ZIP CODE
8. EDDIE NAVARRO	524 MONTEREY PASS ROAD	MONTEREY PARK, CA		91754

Name and Complete Address of Any Manager or Managers, or If None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

NAME	ADDRESS	CITY	STATE	ZIP CODE
9. EDDIE NAVARRO	524 MONTEREY PASS ROAD	MONTEREY PARK, CA		91754
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
MARK S. HOFFMAN

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
11845 W. OLYMPIC BLVD., SUITE 1000	LOS ANGELES	CA	90064

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
TOWING BUSINESS

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE
2/25/2016	H. EDDIE NAVARRO	Managing Member	

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SEA CREST INSURANCE AGENCY
PO Box 3156
Laguna Hills, CA 92654
0E02031

CONTACT NAME: Mark Cruz
PHONE (A/C, No, Ext): (949) 951-5900 FAX (A/C, No): (949) 951-0181
E-MAIL ADDRESS: mark@seacrestins.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : AmGuard Insurance Company	42390
INSURER B : Scottsdale Insurance Company	41297
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Navarro's Towing
524 Monterey Pass Road
Monterey Park, CA 91754

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Premises GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	x		K2GP111594	09/30/20	09/30/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal L.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 2,000,000 $ 100,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UM $60k	x		K2GP111594	09/30/20	09/30/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0114776	09/30/20	09/30/21	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garagekeepers			K2GP111594	09/30/20	09/30/21	$250,000 Ded 500/2500	
A	Cargo/On-Hook	x		K2GP111594	09/30/20	09/30/21	$250k/$100k Ded 1,000	
A	Physical Damage			K2GP111594	09/30/20	09/30/21	Comp & Coll Ded 1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Monterey Park, its Officers, Officials, Employees and Volunteers as additional insureds as per attached endorsements (CG 20 26 04 13) & (BA 99 09 03 17). Waiver of Subrogation applies to General Liability as per attached (CG 24 04 05 09).

CERTIFICATE HOLDER

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

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

© 1988-2013 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: K2GP111594

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: The City of Monterey Park, its officers, officials, employees and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

YOUR RETURN MAILING ADDRESS

NAME: HERIBERTO EDDIE NAVARRO

ADDRESS: 524 MONTEREY PASS ROAD

CITY: MONTEREY PARK STATE: CA ZIP CODE: 91754

2021 049908

FILED Feb 26 2021 EXPIRES Feb 26 2026

Dean C. Logan, Registrar – Recorder/County Clerk

Electronically signed by GLADYS LIMON

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- ☐ Original- $26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
- ☐ Amended Filing- $26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
- ☒ Refile- $26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)

$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION $5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

*1. NAVARRO'S TOWING 2. _____ (Print Fictitious Business Name(s))

** 524 MONTEREY PASS ROAD _____ (Street address of principal place of business / Mailing address if different)

MONTEREY PARK CA 91754 LA COUNTY _____

City State /Country Zip COUNTY City State /Country Zip

Articles of Incorporation or Organization Number (If applicable): AI #ON _____

***REGISTERED OWNER(S):

1. HERIBERTO EDDIE NAVARRO
Full Name/Corp/LLC (P.O. Box not accepted)
524 MONTEREY PASS ROAD
Residence Address
MOMNTEREY PARK CA 91754
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

2. _____
Full Name/Corp/LLC (P.O. Box not accepted)
_____
Residence Address
_____
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

3. _____
Full Name/Corp/LLC (P.O. Box not accepted)
_____
Residence Address
_____
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

4. _____
Full Name/Corp/LLC (P.O. Box not accepted)
_____
Residence Address
_____
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

****THIS BUSINESS IS CONDUCTED BY: (Check one)

- ☒ an Individual
- ☐ a General Partnership
- ☐ a Limited Partnership
- ☐ a Limited Liability Company
- ☐ an Unincorporated Association other than a Partnership
- ☐ a Corporation
- ☐ a Trust
- ☐ Copartners
- ☐ a Married Couple
- ☐ Joint Venture
- ☐ State or Local Registered Domestic Partners
- ☐ a Limited Liability Partnership

*****The date registrant started to transact business under the fictitious business name or names listed above: 05/1995

(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) HERIBERTO EDDIE NAVARRO TITLE Owner

REGISTRANT SIGNATURE _____ IF CORP OR LLC, PRINT NAME _____

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTICIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY: _____, *Deputy*

Rev. 01/2014 P.O. BOX 1208, NORWALK, CA 90651-1208 PH: (562) 462-2177 WEB ADDRESS: LAVOTE.NET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/21

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: TMJ INSURANCE AGENCY	
TMJ INSURANCE AGENCY 2001 W Magnolia Blvd Ste C BURBANK, CA 91506	PHONE (A/C, No, Ext): (818)846-5550	FAX (A/C, No): (818)846-5551
	E-MAIL ADDRESS: James@tmjinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Compensation Insurance Fund	35076
INSURED Navarro's Towing 524 Monterey Pass Road Monterey Park CA 91754	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ 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-JECT ☐ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1952376	06/01/21	06/01/22	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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 applies to this policy on blanket basis.

CERTIFICATE HOLDER

City of Monterey Park
320 W. Newmark Ave
Monterey Park, CA 91754

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: Andie Z.

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ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

WAIVER OF SUBROGATION
BLANKET BASIS

REP 03
1952376-21
RENEWAL
SC
5-71-03-27

EFFECTIVE JUNE 1, 2021 AT 12.01 A.M.
AND EXPIRING JUNE 1, 2022 AT 12.01 A.M.

NAVARRO'S TOWING
524 MONTEREY PASS RD
MONTEREY PARK, CA 91754

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 2, 2021

Kevin R Van Ark — AUTHORIZED REPRESENTATIVE

Vernon Steiner — PRESIDENT AND CEO

2572
SCIF FORM 10217 (REV.4-2018)

SCIF DP 217

CITY OF MONTEREY PARK
City Clerk's office
AGREEMENT COVER PAGE

Today's Date:	6/25/2018
Originating Department & Contact Person:	Police Traffic Bureau / David Elliott, Sgt
City Council Approval Date (if applicable):	07/01/2015
City Agreement No.:	1409-A
Vendor Name:	Navarro's Towing, LLC
Agreement Date:	08/01/2018
Agreement Expiration Date	07/31/2021
Agreement Amount:	$00.00
Purpose of Agreement / Services Rendered:	Police Towing Service

Business Entity search attached . . . . . ☑ Yes ☐ No

Signature Authority verification attached . . . . . ☑ Yes ☐ No

Agreement Type (choose one):

- ☑ Service Agreement (2 pages)
- ☐ Professional Services Agreement
- ☐ Public Works Contract
- ☐ Maintenance Agreement
- ☐ Joint Powers/Memorandum of Agreement (MOU)
- ☐ Other _____

Insurance Requirements & Coverage Period:

(Refer to Insurance Matrix, Resolution No. 11750 for required insurance coverage)

- ☑ General Liability Insurance $1,000,000.00
- ☐ E & O / Professional Insurance _____
- ☑ Automobile Insurance $1,000,000.00
- ☐ Property Insurance _____
- ☑ Workers Compensation $1,000,000.00
- ☑ Other Umbrella / $1,000,000.00
- ☐ None *(Needs City Manager and/or City Attorney approval)*

A.M Best Insurance Rating attached . . . . . ☑ Yes ☐ No

Department Head Approval:	Jim Smith, Chief of Police
City Clerk Review:	Vincent D. Chang, City Clerk
City Manager Approval:	Ron Bow, City Manager

FIRST AMENDMENT TO
AGREEMENT NO. 1409-A BETWEEN
THE CITY OF MONTEREY PARK AND
NAVARRO'S TOWING

THIS 1ST AMENDMENT ("Amendment") is made and entered into this 20 day of JUNE 2018, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and NAVARRO'S TOWING, a California corporation ("CONSULTANT").

1. Pursuant to Section 30 of Agreement No. 1409-A ("Agreement"), section 4 is amended to read as follows:

> "Term. The term of this new Agreement is from August 1, 2018 to July 31, 2021. Subject to the termination requirements of Section 12."

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 1409-A remain the same.

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

CITY OF MONTEREY PARK

Ron Bow,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

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

By: _____

NAVARRO'S TOWING

By: _____

Heriberto E Navarro
Print Name

Taxpayer ID No. 95-4530334

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, June 21, 2018. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201216410325 NAVARRO'S TOWING, LLC

Registration Date:	06/12/2012
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC
Status:	ACTIVE
Agent for Service of Process:	MARK S HOFFMAN 11845 W OLYMPIC BLVD STE 1000 LOS ANGELES CA 90064
Entity Address:	524 MONTEREY PASS RD MONTEREY PARK CA 91754
Entity Mailing Address:	524 MONTEREY PASS RD MONTEREY PARK CA 91754
LLC Management	One Manager

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of June.

Document Type	File Date	PDF
SI-COMPLETE	04/06/2016	
SI-COMPLETE	08/07/2013	
AMENDMENT	07/25/2013	
REGISTRATION	06/12/2012	

* Indicates the information is not contained in the California Secretary of State's database.

State of California
Secretary of State

L

16-702735

STATEMENT OF INFORMATION
(Limited Liability Company)

122

Filing Fee $20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California
APR 06 2016

1. **LIMITED LIABILITY COMPANY NAME**
NAVARRO'S TOWING, LLC

21/20/PC
This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER: 201216410325
3. STATE OR PLACE OF ORGANIZATION (If formed outside of California):

No Change Statement

4. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.**

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

	STREET ADDRESS	CITY	STATE	ZIP CODE
5.	524 MONTEREY PASS ROAD	MONTEREY PARK	CA	91754
6.	MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
7.	524 MONTEREY PASS ROAD	MONTEREY PARK	CA	91754

Name and Complete Address of the Chief Executive Officer, If Any

	NAME	ADDRESS	CITY	STATE	ZIP CODE
8.	EDDIE NAVARRO	524 MONTEREY PASS ROAD	MONTEREY PARK, CA		91754

Name and Complete Address of Any Manager or Managers, or If None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
9.	EDDIE NAVARRO	524 MONTEREY PASS ROAD	MONTEREY PARK, CA		91754
10.	NAME	ADDRESS	CITY	STATE	ZIP CODE
11.	NAME	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
MARK S. HOFFMAN

	STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
13.	11845 W. OLYMPIC BLVD., SUITE 1000	LOS ANGELES	CA	90064

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
TOWING BUSINESS

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

2/25/2016	H. EDDIE NAVARRO	Managing Member	
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE

City of Monterey Park
Signature Verification Form

Thank you for doing business with the City of Monterey Park. Please note that the City requires verification that the person executing a contract has signature authority. Signature requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited partnership, or as an individual. When the contract is with a corporation, California Corporations Code § 313 requires the contract to be signed by: (a) one officer from the corporation's "operational group" consisting of the chairman of the board, the president, or any vice president; and (b) one officer from the corporation's "financial group" consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer. Alternatively, the board of directors for the corporation can delegate signature authority to a particular individual or individuals. This is generally memorialized in the form of a resolution adopted by the board of directors. When the contract is with a consultant conducting business as a general partnership or limited partnership, the contract should be signed by a least one general partner having authority to enter into the contract on behalf of the partnership. When the contract is with an individual, that individual must sign the contract.

To ensure that the City's contracts are valid, this Signature Verification Form must be completed by vendors/contractors/consultants providing services to the City of Monterey Park.

By completing this form, the person listed below has the authority to sign all legal binding agreements with the City of Monterey Park on behalf of the company/organization listed below. If a corporation, attach a copy of the document demonstrating signature authority to this form.

The City of Monterey Park greatly appreciates your cooperation.

Date: 6/22/2018

Type of Company/Organization: SOLE PROPRETTOR

Company/Organization Name: NAVARRO'S TOWING

Name: HERIBERTO EDDIE NAVARRO

Title OWNER

Signature

Please send the completed form to the following address:

City of Monterey Park
City Clerk's office
320 West Newmark Avenue
Monterey Park, CA 91754

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/18

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: TMJ INSURANCE AGENCY	
TMJ INSURANCE AGENCY 2001 W Magnolia Blvd Ste C BURBANK, CA 91506	PHONE (A/C, No, Ext): (818)846-5550	FAX (A/C, No): (818)846-5551
	E-MAIL ADDRESS: James@tmjinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Compensation Insurance Fund	35076
INSURED Navarro's Towing 524 Monterey Pass Road Monterey Park CA 91754	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ 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-JECT ☐ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1952376	06/01/18	06/01/19	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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 applies to this policy on blanket basis.

CERTIFICATE HOLDER	CANCELLATION
City of Monterey Park 320 W. Newmark Ave Monterey Park, CA 91754	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: Andie Z.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2018

PRODUCER

Sea Crest Insurance Agency, Inc.
25301 Cabot Rd #201
Laguna Hills, CA 92653
(949) 951-5900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Navarro's Towing
Heriberto Navarro
524 Monterey Pass Road
Monterey Park, CA 91754
626-281-0911

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Redwood Fire & Casulty Ins Co	11673
INSURER B: Colony Insurance Company	39993
INSURER C: National Union Fire Ins Co PA	19445
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Premises X Garage Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	GP8232211	09/30/17	09/30/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Uninsured Motorist $60,000	01TRM018900-02	09/30/17	09/30/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B		GARAGE LIABILITY X ANY AUTO X Other Than Auto	GP8232211	09/30/17	09/30/18	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ 1,000,000 $ 3,000,000
C		EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $	EBU 037734866	09/30/17	09/30/18	EACH OCCURRENCE AGGREGATE	$10,000,000 $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER On Hook/Cargo	01TRM018900-02	09/30/17	09/30/18	$ 500,000	
B		Garagekeepers	GP8232211	09/30/17	09/30/18	$ 500,000	
A		Physical damage	01TRM018900-02	09/30/17	09/30/18	Comp & Coll Ded 1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificiate holder is included as additional insured as per attached endorsements (M05887 05/2016) & (CA 20 48 02 99) & Waiver of Subrogation (G1512-0709).

CERTIFICATE HOLDER

City of Monterey Park
Its Officers, Officials, Employees, and Volunteers
320 West Newmark Ave
Monterey Park, CA 91754

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

SCHEDULE – ADDITIONAL INSURED:

CITY OF MONTEREY PARK ITS OFFICERS, OFFICIALS,
AND EMPLOYEES
320 WEST NEWMARK AVE

MONTEREY PARK, CA 91754

In consideration of payment of the additional premium listed below,LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered auto; and

2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and

3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and

4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority; and

5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ **27**

Company Name **Redwood Fire and Casualty Insurance Company**	Policy Number **01 TRM 018900 - 02**
	Endorsement Effective **06/22/2018 3:47 PM**
Named Insured **HERIBERTO E NAVARRO**	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:	**City of Monterey Park, its Officers, Officials, Employees and Volunteers** **320 W. Newmark Avenue** **Monterey Park, cA 91754**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** Condition **(SECTION V – GARAGE CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for "bodily injury" or "property damage" arising out of an "accident" or "loss". This waiver applies only to the person or organization shown in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: GP8248683

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/22/2018	Countersigned By:
Named Insured: Navarro's Towing	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Monterey Park, its Officers, Officials, Employees, and Volunteers 320 W. Newmark Avenue Monterey Park, CA 91754

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

CITY OF MONTEREY PARK

POLICE TOWING AND STORAGE SERVICE AGREEMENT

THIS AGREEMENT is entered into the 9th day of July, 2015, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and NAVARRO'S TOWING, a California corporation ("Contractor").

RECITALS

A. City wishes to provide towing services and garage impound and storage facilities for the purposes of towing away and impounding all motor vehicles (i) involved in traffic accidents; (ii) violating various sections of federal or state law (including, without limitation, the California Vehicle Code) or the Monterey Park Municipal Code ("MPMC"); (iii) being held by the Monterey Park Police Department (the "Police Department" as evidence in criminal cases; and (iv) for such other tow-away or impound services whether for public or private property as City requests from time to time.

B. Contractor owns and operates a business providing towing services and garage impound and storage facilities.

C. City wishes to engage Contractor to provide prescribed months of towing services and garage impound and storage facilities required under this Agreement and Contractor wishes to provide said services and facilities.

NOW THEREFORE, it is mutually understood and agreed by City and Contractor as follows:

1. Scope of Services.

A. Contractor must comply with all applicable law including, without limitation, the MPMC towing regulations, and the City's towing service policy. The terms and conditions of the City's towing service policy, and the MPMC, are incorporated into this Agreement as if fully set forth.

B. Contractor must comply with the terms and conditions of the Request for Proposals, which are incorporated by reference as if fully set forth.

C. Contractor must, in a professional manner, furnish all of the labor, technical, administrative, personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

2. Responsibilities of City.

A. Subject to the ordinance and policy, City may request Contractor to respond and provide the Services under this Agreement.

B. If Contractor is unable at any time to respond with prompt and adequate service, City reserves the right, without notice to Contractor, to request other towing and garage impound and storage facility operators to respond and provide the Service.

C. Notwithstanding any other provision of this Agreement, if the owner or other person entitled to possession of the vehicle requiring towing services otherwise subject to this agreement specifically requests that a towing operator other than Contractor provides those services; such services may be performed by the requested towing operator if such services are available without unreasonable delay.

3. Compensation.

A. Contractor may charge and receive compensation as set by the City, described below:

City Approved Rates For Consensual/Non-Consensual Towing Service

	Hourly	Storage
Class A	$125.00	$35.00
Class B	$225.00	$45.00
Class C	$325.00	$55.00
Class D	$425.00	$55.00
Service Calls:	$ 62.50	

City Approved Rates For City Of Monterey Park Owned Vehicles

Service Calls (within a 20 mile radius of Monterey Park):	No Charge
Tow of vehicle less than 10,000 GVWR (within a 20 mile radius of Monterey Park:	No Charge

*Tow of vehicle over 10,000 GVWR or tow of vehicle less than 10,000 GVWR outside of 20 mile radius – rate must be approved by appropriate Department Representative.

B. The rates listed above are not in excess of those rates set forth in MPMC § 5.84.110.

C. Contractor agrees that liability and payment for services is only from the person requiring the Services set forth above. City is not liable or responsible for any payment.

4. Term. The term of this Agreement is from August 1, 2015, to July 31, 2018. Subject to the termination requirements of Section 12, this Agreement may be extended once for three (3) years at City's sole discretion.

5. Performance Standards. While performing this Agreement, Contractor will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Contractor of any deficiencies and Contractor will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Contractor.

6. Familiarity with Work.

A. By executing this Agreement, Contractor agrees that it has:

i. Carefully investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor agrees that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

7. Conflict of Interest.

No official, officer or employee of the City, or members of their direct family, can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with the City or for a period of one year thereafter. Contractor must indemnify, defend and hold harmless the City, its officials, officers, attorneys and employees from all claims, liabilities, lawsuits, actions, or damages of any type, including without limitation costs of suit and attorneys fees, arising out of any claim, proceeding, lawsuits

or actions related to any alleged breach of this paragraph, violation of Government Code §§ 1090, *et seq*. or the Political Reform Act (Government Code §§ 87100, *et seq*.).

8. Consistency. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over any incorporated Exhibits including, without limitation, the Request for Proposals; this Agreement supersedes any conflicting provisions.

9. Taxpayer Identification Number. Contractor will provide City with a Taxpayer Identification Number.

10. Permits and Licenses. Contractor, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. Waiver. City's review or acceptance of, or payment for, services rendered by Contractor under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Contractor's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

12. Termination.

A. Except as otherwise provided, City may terminate this Agreement at any time with or without cause.

B. Contractor may terminate this Agreement at any time upon thirty (30) days written notice.

C. Upon receiving a termination notice, Contractor will immediately cease performance under this Agreement unless otherwise provided in the termination notice.

D. Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.

E. By executing this document, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

13. Ownership of Documents. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Contractor under this Agreement are City's property. Contractor may retain copies of said documents and materials as desired, but must deliver all original materials to City upon City's written notice. City agrees that use of Contractor's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk.

14. Publication of Documents. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by Contractor to any other person or public City without City's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by City, unless otherwise provided by written agreement between the parties.

15. Indemnification.

A. **Contractor indemnifies and holds City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from City's sole negligence or willful misconduct. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "City" includes City's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. Assignability. This Agreement is for Contractor's services. Contractor's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

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

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

19. Insurance.

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

Type of Insurance	Limits
Commercial general liability:	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

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

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

D. Contractor will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

E. Should Contractor, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Contractor's expense and deduct the cost of such insurance from payments due to Contractor

under this Agreement or terminate.

20. Use of Subcontractors. Contractor must obtain City's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

21. Incidental Tasks. Contractor will meet with City monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

22. Notices. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to Contractor:

NAVARRO'S TOWING
524 MONTEREY PASS RD.
MONTEREY PARK CA 91754
ATTN: EDDIE NAVARRO

If to City:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 01754-2896
Attention: Chief of Police

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

23. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than Contractor's bona fide employee, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than Contractor's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Contractor breach or violate this warranty, City may rescind this Agreement without liability.

24. Third Party Beneficiaries. This Agreement and every provision herein is generally for the exclusive benefit of Contractor and City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Contractor's or City's obligations under this Agreement.

25. Interpretation. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. Compliance with Law. Contractor agrees to comply with all federal, state, and local laws applicable to this Agreement.

27. Entire Agreement. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

28. Rules of Construction. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

29. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

30. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City's executive manager, or designee, may execute any such amendment on behalf of City.

31. Acceptance of Facsimile Signatures. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

32. Captions. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

33. Time is of Essence. Time is of the essence for each and every provision of this Agreement.

34. Force Majeure. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

35. Statement of Experience. By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Contractor represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current

workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Contractor is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF MONTEREY PARK

By: _____
Hans Liang, Mayor

By: _____
Paul L. Talbot, City Manager

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, Assistant City Attorney

NAVARRO'S TOWING

By: _____

Heriberto E Navarro
Print name

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: Honorable Mayor and Members of the City Council

FROM: Robert Aguirre, Director of Recreation & Community Services
Christina Alatorre, Recreation Manager

SUBJECT: A Resolution Declaring the Month of July as “Parks Make Life Better” Month in the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of July as “Parks Make Life Better” Month in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

During July, the Recreation and Community Services Department celebrates "Parks Make Life Better” month. By designating July as "Parks Make Life Better" month, the City of Monterey Park, Recreation and Community Services Department urges all residents to enjoy and recognize our parks' social, physical, mental, economic, environmental, and community benefits. As we observe "Parks Make Life Better" month, we recognize the vital contributions of our employees and volunteers, who all contribute to making parks and recreation facilities a great place to visit. These dedicated staff and volunteers keep our parks clean and safe for visitors and coordinate and organize special events, childcare, summer day camp, swim lessons, educational classes, senior activities, and health and fitness programs. They ensure that parks and recreation facilities are safe and accessible places to enjoy.

BACKGROUND:

The National Recreation and Park Association (NRPA) and California Parks and Recreation Society (CPRS) are organizations dedicated to advancing park, recreation, and conservation efforts that enhance the quality of life for all people. The NRPA and CPRS encourage promoting healthy lifestyles, recreation initiatives, and conservation of natural and cultural resources. Since 1985, the NRPA and CPRS have recognized July as "Parks Make Life Better” month in California and nationally as "Parks and Recreation" month. Cities, counties, and other agencies recognize the importance of thriving local park systems as providing an opportunity for all people to lead healthy, active lifestyles and the preservation of great community places.

FISCAL IMPACT:
None.

Respectfully submitted by:

Robert Aguirre
Director of Recreation &
Community Services

Prepared by:

Christina Alatorre
Recreation Manager

Approved by:

Inez Alvarez
City Manager

ATTACHMENT:
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF JULY 2024 AS PARKS MAKE LIFE BETTER MONTH

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

SECTION 1: The City Council finds as follows:

A. Our City's parks and our recreational facilities and programs provide a range of benefits to the community by promoting physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and
B. Active parks and recreational spaces support the economic vitality through increased property values, expansion of local tax base, increased tourism, and crime reduction; and
C. Parks and recreational activities create memorable experiences through sports and activities, youth programs, senior activity centers, adult fitness and enrichment programs, free community events; and
D. The city parks and recreational programs foster social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and
E. Recreational programs and active parks support human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and
F. Recreational opportunities strengthen community identity by providing park facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and
G. The park spaces and recreational gatherings help facilitate issue resolution by providing safe areas to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and
H. The parks sustain and steward our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and
I. The parks and recreation activities support safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and
J. The recreation and community services programs remain versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better! ®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services;
K. Now, therefore, be it resolved that the Monterey Park City Council recognizes the importance of access to local parks, trails, open space, and facilities for the

health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2024 as “Parks Make Life Better! ®” Month.

SECTION 2: *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 3: *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/her duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___ day of _____, 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO:	The Honorable Mayor and City Council
FROM:	Robert Aguirre, Director of Recreation and Community Services
SUBJECT:	Authorize the City Manager to Amend Agreement No. 1718-A with World Journal LA, LLC, to be the Co-Producer of the Monterey Park Lunar New Year Festival

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to amend agreement no. 1718-A and extend the term for an additional five years;
2. Amend agreement no. 1718-A, Article 2.2 to reflect an annual reimbursement from World Journal to the City in the amount of $10,000 to offset the cost of City staffing and services in a form approved by the City Attorney, with World Journal LA, LLC to co-produce the Monterey Park Lunar New Year Festival; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park has cohosted the annual Lunar New Year Festival with World Journal LA, LLC since 2012. In April 2024, Agreement no. 1718-A between the City of Monterey Park and World Journal LA, LLC (World Journal) ended its term. City staff has been satisfied with World Journal's performance since 2012 and recommends extending the term and adjusting the reimbursed amount in article 2.2 of the agreement.

Due to continued incidents of gun violence throughout the nation, over the years there has been a necessity to strengthen and increase safety personnel, leading to additional costs incurred for city staffing and services. This event attracts many attendees and is free and open to all, which requires extensive planning and adequate levels of safety staffing. On June 5, 2024, the City Council authorized City staff to negotiate with World Journal and update the agreement term and article 2.2 to increase the amount reimbursed to the city to help offset the cost of city staffing and services.

City staff has met with the World Journal, which has agreed to increase the amount identified in Article 2.2 with a reimbursement of $10,000 per year to offset the cost of City staffing and services.

BACKGROUND:
The City's Annual Lunar New Year Festival is located on East Garvey Avenue in the downtown area from Garfield Avenue to Alhambra Avenue. The event features entertainment, food, and over 200 commercial vendors and cultural booths. Attendance for the two-day event is estimated to be approximately 200,000 attendees each year.

The Business Improvement District Advisory Committee (BIDAC) and City staff have expressed satisfaction with the collaborative efforts with World Journal since the inaugural event in 2012. The event attracts attendees from near and far to celebrate and shop throughout the city. It is unfeasible to calculate the dollar value that the annual festival generates for the City's local economy. However, the City's partnership with World Journal is valued as a collaborative endeavor to host this traditional, family-friendly event that the community continues to enjoy each year.

Building on this successful partnership, the event will continue among the World Journal, the City, and the BIDAC. World Journal will retain the responsibilities for vendor and sponsor recruitment, securing essential services for equipment rental, waste management, and restroom facilities, as well as coordinating entertainment, decor, marketing, security, and all other financial and logistical obligations resulting from the event's production. The BIDAC will collaborate with the City to organize the Opening Ceremony and engage with local businesses in the area impacted by the two-day event.

FISCAL IMPACT:
City staffing and services cost approximately $77,000 annually, including public safety, street closures, inspections, traffic, and other safety-related duties. World Journal has agreed to pay $10,000 to the City to offset the costs of staffing and services. In addition, which is not described in the agreement, the City also collects $75 for each vendor that does not have a current Monterey Park business license for an estimated $9,000 per year.

World Journal will continue to share any net profit using the following percentages:

Amount of Net Profit	Portion to CO-PRODUCER	Portion to CITY
$0 to $20,000	80%	20%
$20,001 - $30,000	75%	25%
$30,001+	70%	30%

During the last contract renewal, beginning in 2018, the City's portion was as follows: 2018 - $1,384; 2019 - $2447; 2020 - $3,254; 2021 and 2022 – Cancelled due to the pandemic; 2023 - $0 (event cancelled after the January 21st tragedy); 2024 - $0

Respectfully submitted by:

Robert Aguirre
Director of Recreation &
Community Services

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Agreement No. 1718-A

ATTACHMENT 1
Agreement No. 1718-A

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND WORLD JOURNAL LA, LLC

This Professional Services Agreement ("**Agreement**") is governed by the laws of the State of California and is made and entered into this 16th day of August, 2017, by and between the CITY OF MONTEREY PARK, a public corporation ("**CITY**"), and WORLD JOURNAL LA, LLC, a California limited liability corporation ("**CO-PRODUCER**"), collectively referred to as the "Parties," and separately referred to as a "Party."

RECITALS

A. The Lunar New Year is celebrated during a fifteen-day period around January and February of each year.

B. The CITY has historically conducted Lunar New Year Festivals and desires to do so again in 2018, 2019, and 2020.

C. The CITY's Lunar New Year Festival is becoming a leading Lunar New Year Festival in the greater Los Angeles Area and attracts visitors from a wide diversity of backgrounds.

D. The CITY desires an experienced regional event coordinator to organize and manage the 2018, 2019, and 2020 Monterey Park Lunar New Year Celebration Festival (the "**Festival**").

NOW, THEREFORE, in consideration of the performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.1 This Agreement commences on **August 16, 2017**, and continues in full force and effect through**, March 1, 2020**, unless earlier terminated as provided elsewhere in this Agreement. The CITY has the option to extend this agreement for two additional one year terms.

ARTICLE 2
RESPONSIBILITIES OF CO-PRODUCER

2.1 The CO-PRODUCER agrees to perform any and all work necessary for the completion of the Monterey Park Lunar New Year Celebration Festival.

2.2 The CO-PRODUCER represents that it employs or will employ, at its own expense, all personnel required for the performance of any and all tasks and services. Expenses to include reimbursement for CITY staff time during the duration of the festival, including street closures, inspections, traffic, and any other duties undertaken in previous years. City expenses cannot exceed $7,500.

2.3 The CO-PRODUCER represents that the tasks and services will be performed by the CO-PRODUCER, or under its direct supervision, and that all personnel engaged in such work are fully qualified and authorized and permitted under applicable State and/or local law to perform such tasks and services.

2.4 The CO-PRODUCER cannot subcontract or assign any portion of the production management duties herein without CITY's prior written approval which cannot be unreasonably withheld.

2.5 The CO-PRODUCER must work closely with CITY's designated liaison.

2.6 The CO-PRODUCER designates Konan Tien as its representative for supervision of the tasks and services required by this Agreement.

2.7 [Intentionally blank]

2.8 The CO-PRODUCER must comply with all applicable Federal, State, and local laws, ordinances and regulations.

2.9 CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, provided such changes do not create substantial burdens on CO-PRODUCER, and only on condition that such additions, deletions or revisions are submitted to CO-PRODUCER no later than December 15, 2018; December 14, 2019; December 13, 2020. All such changes must be authorized in writing, executed by CO-PRODUCER and CITY. The cost, credit, liability or time extension resulting from changes in the services will be determined and shared in accordance with written agreement between the Parties.

2.10 CO-PRODUCER is responsible for obtaining paid sponsorships for local, state and national businesses to provide funding for the Festival.

2.11 CO-PRODUCER is responsible for leasing booths to vendors, community organizations and/or non-profits organizations to provide funding for the Festival.

CO-PRODUCER must ensure that only vendors promoting a diversity of products and/or services to the community are involved with the Festival. CO-PRODUCER must also ensure that a portion of the booths are made available for Monterey Park merchants, artistic and hand-crafted products. Further, CO-PRODUCER must ensure that booths selling products are placed so that they do not directly compete with affixed businesses located adjacent to such booths.

2.12 CO-PRODUCER must provide a layout to CITY with a total number of booths and or/tents. The configuration of all booths and tents, both externally and internally, must be approved by the Monterey Park Fire Department in its regulatory capacity.

2.13 CO-PRODUCER, except for otherwise indicated in this Agreement, is solely responsible for all expenses, costs, liabilities, and losses, incurred in furtherance of this Agreement and/or related to the Festival. CITY does not have any liability or responsibility for the payment of any losses suffered or liabilities incurred by the CO-PRODUCER arising from producing this event unless solely and directly caused by the CITY's or its officers, officials, employees and/or representatives willful or negligent act(s).

ARTICLE 3

RESPONSIBILITIES OF THE CITY

3.1 Robert Aguirre is the CITY's liaison regarding the subject matter of this Agreement.

3.2 CITY will provide full information regarding its requirements for the Agreement, and furnish CO-PRODUCER with any and all information, data, reports, maps, and records which are available within the offices of the CITY and are necessary for the performance by the CO-PRODUCER of the tasks and services in this Agreement at no cost to CO-PRODUCER.

ARTICLE 4
INTELLECTUAL PROPERTY LICENSES.

4.1 CITY grants to CO-PRODUCER an exclusive worldwide license during the term to market and promote the Festival name and any logo in any manner or media now known or hereafter devised ("Licensed Product"), including, without limitation, products embodying same.

4.2 CITY grants to CO-PRODUCER an exclusive license during the term to produce and operate the Festival within CITY's jurisdictional limits, but not elsewhere, in any manner whatsoever, provided that during the term. CITY will not grant to any other person or entity the right to produce and/or operate the Festival, whether in the CITY's jurisdictional limits or otherwise;

4.3 Pursuant to the Copyright Act of 1976, as amended, (17 U.S.C. §§ 101, *et seq.*) CITY and CO-PRODUCER will jointly retain the copyright and all other rights in and to the Logo and the Festival to be designed by CO-PRODUCER.

4.4 Other than in connection with the promotion, marketing and production of the Festival, CO-PRODUCER will not grant permission to others to use any logo without CITY's written permission, not to be unreasonably withheld.

4.5 If CO-PRODUCER learns of the substantial infringement of any copyright licensed under this Agreement, CO-PRODUCER will call CITY's attention thereto in writing and provide CITY with reasonable evidence of infringement. Neither party will notify a third party of the infringement without first obtaining consent of the other party, which consent will not be unreasonably denied. Both Parties will use their best efforts in cooperation with each other to terminate infringement without litigation. CO-PRODUCER will have no obligation to commence litigation in connection with any such infringement.

4.6 Legal action, as is decided on, will be at the expense of the party bringing suit and all damages recovered thereby will belong to the party bringing suit, but legal action brought jointly by CITY and CO-PRODUCER and fully participated in by both will be at the joint expense of the Parties and all recoveries will be shared jointly by them in proportion to the share of expense paid by each party.

4.7 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party bringing suit. Litigation will be controlled by the party bringing the suit, except that CITY may be represented by counsel of its choice in any suit brought by CO-PRODUCER.

ARTICLE 5
COMPENSATION

5.1 CO-PRODUCER must share Net Profit with CITY as follows:

Amount of Net Profit	**Portion to CO-PRODUCER**	**Portion to CITY**
$0 to $20,000	80%	20%
$20,001 - $30,000	75%	25%
$30,001+	70%	30%

"Net Profit" is calculated by subtracting CO-PRODUCER's expenses and costs associated with FESTIVAL event from total income (e.g. commissions from the carnival, the fees paid by vendors or merchants, or sponsorships) received by CO-PRODUCER. The necessity or the amount of said expenses and costs shall be solely determined by CO-PRODUCER.

5.2 CO-PRODUCER agrees to provide an expense and income statement to the CITY in sufficient detail to verify Net Profit generated from the Festival using common accounting

practices. Such expense and income statement must be provided within 45 days of the ending date of the Festival for any one year. In addition, copies of various backup information, invoices, revenue receipts, etc, must be provided to the CITY at the same time the income and expense statement is provided. Income sources must include, without limitation, commissions from the carnival and the fees paid by vendors or merchants to attend the event, or sponsorships, etc.

5.3 CO-PRODUCER agrees to provide the CITY with advertising space in the World Journal publication to be utilized by BIDAC, Free of charge, twice during the two weeks prior to each year of the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019, and 2020; and twice, prior to each Christmas in 2018, 2019, and 2020.

5.4 The Parties agree that failure of CO-PRODUCER to timely provide the expense and income statement to CITY constitutes a default. Upon default, CITY must notify in writing to CO-PRODUCER and allow CO-PRODUCER a seven (7)-day grace period to cure the default. Should CO-PRODUCER fail to cure the default in the grace period, and CITY opts to not allow CO-PRODUCER to continue to provide the expenses and income statement, the Parties agree that this default will result in damage and injury to CITY. The Parties further agree, however, that actual damages incurred by CITY as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which such default occurs, that CO-PRODUCER will pay CITY, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100).

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 Each Party may terminate this Agreement with or without cause upon providing the other Party fifteen (15) day written notice, but in no event later than December 15, 2018; December 14, 2019; December 13, 2020.

6.2 The Parties agree that each party shall assume responsibility for its own costs, expenses, losses, damages and/or other liabilities which the Party may sustain by reason of such termination.

ARTICLE 7
EMPLOYMENT PRACTICES OF THE CO-PRODUCER

7.1 In providing for the performance of the tasks and services required by this Agreement, the CO-PRODUCER cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.

7.2 The CO-PRODUCER must take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, or national origin.

7.2.1 Affirmative actions include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.2.2 These provisions must be included in any subcontract for the services provided under this Agreement awarded by the CO-PRODUCER.

7.2.3 The CO-PRODUCER will cooperate with the CITY in maximizing the utilization of minority business enterprises to complete any subcontract work under this Agreement.

ARTICLE 8
CONFLICTS OF INTEREST

8.1 No officer or employee of the CITY can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure with the CITY or for a period of one (1) year thereafter. This section will survive termination of the Agreement.

8.2 The CO-PRODUCER covenants on behalf of itself and its employees, that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor will it acquire any such interest at any time during such performance of services. The CO-PRODUCER further covenants that during the performance of this Agreement, no person, having any such interest may be employed by the CO-PRODUCER.

8.3 The CITY and the CO-PRODUCER covenant and agree that, to their best knowledge, no member of the City of Monterey Park, nor any officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information must be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and the CO-PRODUCER must take such action as required by law to eliminate the conflict of interest.

8.4 The CO-PRODUCER covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the CITY has the right to annul this Agreement without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.5 CO-PRODUCER cannot disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain CITY COUNCIL member's

names, pictures or likenesses except the CITY COUNCIL member's name may be listed in a letterhead format subject to approval by CITY. This provision specifically excludes any and all press releases, news articles, reporting coverage, magazine articles, and other feature articles that are authored by CO-PRODUCER reporting on the event.

ARTICLE 9
INSURANCE/INDEMNIFICATION

9.1 The CO-PRODUCER must procure and maintain, for the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019 and 2020, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CO-PRODUCER'S performance. The cost of such insurance is borne by the CO-PRODUCER. CITY may terminate this Agreement for CO-PRODUCER's failure to procure and/or maintain the proper insurance.

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

Type of Insurance	Limits
Commercial general liability	$2,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

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

9.4 Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CO-PRODUCER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CO-PRODUCER for all claims made by CITY arising out of any errors or omissions of CO-PRODUCER, or its officers or employees during the time this Agreement was in effect.

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

9.6 CO-PRODUCER will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII."

9.7 Should CO-PRODUCER, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CO-PRODUCER's expense and deduct the cost of such insurance from payments due to CO-PRODUCER under this Agreement or terminate.

9.8 All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to the CITY, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

9.9 **INDEMNIFICATION. CO-PRODUCER agrees to the following:**

9.9.1 ***Indemnification for Professional Services.*** **CO-PRODUCER will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising solely and directly from any negligent or wrongful act, error or omission by CO-PRODUCER or any of CO-PRODUCER's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**

9.9.2 ***Indemnification for other Damages.*** **CO-PRODUCER for the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019 and 2020 indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, solely and directly arising out of CO-PRODUCER's negligence or willful misconduct in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising directly out of CO-PRODUCER's negligence or willful misconduct, in the performance of this Agreement, CO-PRODUCER will defend CITY (at CITY's written request and with counsel reasonably satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

9.9.3 For purposes of this section "CITY" includes CITY's officers, officials, employees, and representatives.

9.9.4 It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

9.9.5 The CO-PRODUCER acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the CO-PRODUCER'S insurance policies.

9.10 CO-PRODUCER agrees to obtain from all its subcontractors involved in this Festival, certificates of insurance evidencing coverage for general liability, workers compensations, and auto liability insurance and furnish to the CITY for verification. It is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. All Insurance endorsements must contain an additional insured endorsement naming the "CITY OF MONTEREY PARK, its elected and non elected officials, employees, and agents as additional insured's. Policy must apply on a primary basis. Any insurance or self-insurance, maintained by the city is non-contributory to contractor's policy."

ARTICLE 10
FORCE MAJEURE

10.1 Neither CO-PRODUCER nor CITY will be deemed to be in default if performance of the obligations required in this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.2 On the occurrence of any such event as set forth in Section 10.1, or if CO-PRODUCER fails to perform any of the conditions of this Agreement, because of circumstances beyond the control of CO-PRODUCER and not induced or brought about by the unreasonable acts of CITY, then CITY may elect, by giving notice to CO-PRODUCER, to extend the term of the Agreement to conduct the Festival. In the event of any such extension, specific dates, periods, and time requirements referred to in the Agreement will be postponed or extended accordingly. The Parties will make a good faith effort to negotiate a new date, which must be within sixty (60) days of the original date.

10.4 The Parties agree that each party shall assume responsibility for its own losses expenses, and/or other liabilities that result from this Agreement being delayed or becoming impossible to perform because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties. CITY has no duty or obligation to pay for any portion of any such losses, expenses, and/or other liabilities.

10.5 Section 5.2 above is not applicable if this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.6 In accordance with Exhibit A, in particular Section 13 and Exhibit E regarding determination process, in the event of inclement weather, or other adverse conditions, the City Manager can make the final determination to postpone or cancel the Festival in his or her sole discretion which shall not be arbitrarily made.

ARTICLE 11
MISCELLANEOUS

11.1 This Agreement is by and between the CITY and CO-PRODUCER and is not intended, and cannot be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the CITY and CO-PRODUCER. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CO-PRODUCER and its employees are independent contractors and are not employees of the CITY. CO-PRODUCER is solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. CITY has no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CO-PRODUCER.

The CO-PRODUCER understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CO-PRODUCER and not employees of the CITY. The CO-PRODUCER is solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CO-PRODUCER hereunder.

The CO-PRODUCER agrees to indemnify, defend with counsel acceptable to the CITY, and hold CITY harmless for any action or proceeding regarding CO-PRODUCER'S employee or agent's independent contractor status. The employees and agents of each party must , while on the premises of the other party, comply with all rules and regulations of the premises, including, without limitation, security requirements.

11.2 The CITY and the CO-PRODUCER each binds itself and its partners, successors, and assigns of to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CO-PRODUCER can assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.

11.3 This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

11.4 The CO-PRODUCER may begin work upon receipt of the "Notice to Proceed" and diligently perform the services required of him/ her by this Agreement.

11.5 All documents, data, studies, drawings, maps, models, photographs and reports prepared by CO-PRODUCER under this Agreement are to be treated as the property jointly owned by CITY and CO-PRODUCER. CO-PRODUCER is permitted to retain all original copies of said documents and materials as desired, but will deliver copies of said all original materials to CITY upon CITY's written notice. CITY agrees that use of CO-PRODUCER 's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

11.6 Records of the CO-PRODUCER'S expenses pertaining to the Festival and the performance of all services under this Agreement, and records of accounts between the CITY and the CO-PRODUCER must be kept on a generally recognized accounting basis. Such records, in addition to employment, operating, and regulatory documents, must be available to the CITY or its authorized representative at mutually convenient times for inspection. The CO-PRODUCER must maintain all records for up to three (3) years after the termination of this Agreement.

11.7 CO-PRODUCER covenants that, during the term, it cannot use its name or funds, or permit or offer its name or funds, to be used in connection with the election, nomination, support or publicity endorsement or appointment of any officer of employee of (1) the CITY or any governmental agency in which the CITY area is included, or (II) any county, state or federal government agency. The CO-PRODUCER further covenants that it must refrain from participation in the distribution of pamphlets or handbills of any kind favoring or opposing any candidate for election to any public office or to the office of any equal quasi-public agency.

11.8 For any agreement with a subcontractor or other person or entity hired for this Festival in an industry or trade where workers compensation insurance is generally recommended, CO-PRODUCER agrees that such agreement must include a requirement that the subcontractor or other person or entity provide general liability insurance and workers compensation insurance naming as additional insureds the Parties to this Agreement. For trades or industries where workers compensation insurance is not the norm, CO-PRODUCER agrees that such agreement must, at a minimum, include a requirement that the subcontractor or other person or entity provide general liability insurance. The determination as to what trades or industries generally recommend workers compensation insurance is left to the sole discretion of the CITY. CO-PRODUCER agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Nonetheless it is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. CO-PRODUCER agrees to require that no contract used by any subcontractor will reserve the right to charge back to

CITY the cost of insurance required by this Agreement. CO-PRODUCER agrees that upon request, all agreements with subcontractors or others with whom CO-PRODUCER contracts with on behalf of CITY will be submitted to CITY for its review. This is not applicable to the agreements or contract strictly between CO-PRODUCER to verify the certificate's authenticity, adequacy and validity and its subcontractors or others. Failure of CITY to request copies of such agreements will not impose any liability on CITY, or its employees.

11.9 No waiver of any breach of this Agreement can be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement will be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of one Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions, therefore, cannot be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof or the right of the Party to thereafter enforce each and every such provision.

11.10 If there is a conflict between Services Documents, the highest in precedence controls. The precedence is from highest to lowest in precedence:

1. Permits from other agencies as may be required by law;

2. The body of this Agreement; and

3. Exhibit A and Exhibit E to this Agreement, entitled the Lunar New Year Concept.

11.11 Whenever it is necessary for either party to serve notice on the other respecting this Agreement, such notice must be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice is deemed served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and is valid and sufficient service of notice for all purposes:

CITY

Robert Aguirre Ph: (626) 307-1390
Recreation and Community Services Department
City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

CO-PRODUCER

Konan Tien Ph: (323) 859-8991
World Journal LA, LLC
1588 Corporate Center Dr.
Monterey Park, CA 91754

11.12 CO-PRODUCER cannot make changes in the services or perform any additional work or provide any additional material under this Agreement without first obtaining

written authorization from CITY for additional work or materials. Additional labor or materials provided without authorization is done at CO-PRODUCER'S risk and without payment.

11.13 If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being invalidated in any way.

11.14 CO-PRODUCER agrees that it will not engage in any activity that is substantially similar to the for the respective Lunar New Year Celebration Festival, that will compete directly with the Festival during the term of this Agreement.

11.15 Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

11.16 The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement. This Agreement may be modified by written amendment signed by the Parties. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

11.17 The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

11.18 The Parties agree that the Festival name, logo(s), website domain, vendor list, sponsor list, all forms created on behalf of the Festival are jointly owned by CITY and CO-PRODUCER.

11.19 CITY and CO-PRODUCER agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by CITY and CO-PRODUCER within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. CITY and CO-PRODUCER will share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

11.20 This Agreement supersedes any and all other Agreements either oral or in writing, between the Parties and with respect to the subject matter herein. Each Party to this Agreement acknowledges that this document comprises the entire Agreement between the above Parties with respect to the subject matter of this Agreement and no other promises, statements or representations have been made to any Party to this Agreement other than those contained herein. Any modifications of this Agreement is not valid unless in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF MONTEREY PARK

Ron Bow
City Manager

Date: 8/29/17

ATTEST:

Vincent Chang,
City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

WORLD JOURNAL LA, LLC

James Kuo
President

Date: 8/24/17

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Authorize Purchase of a Fuel Delivery/Control System

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(3) and (4), and authorizing the City Manager to purchase an OPW Fuel Management System at the cost of $140,458.93;
2. Approving an appropriation of $140,459 from Shop Fund 501 for this purchase; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Public Works Fleet Maintenance Division is seeking to replace their current fuel management and delivery system, GasBoy. This system is over 20 years old and is no longer serviceable. The operating system firmware, software, and hardware are no longer repairable or supported by any known vendor. A portion of the fueling system is currently inoperable, creating operational challenges for fueling vehicles. Public Works seeks City Council approval for the purchase of a replacement fuel management and delivery system, OPW sold by Orange Coast Petroleum Equipment, Inc. The OPW system was identified through a Sourcewell contract.

BACKGROUND:

The Fleet Maintenance Division solicited quotes from local known vendors for an updated and modern management system for fuel tracking and delivery. The City is seeking a system with a stand-alone pedestal pump system for three City locations that could be integrated with the new FASTER ASSET fleet software management system, which was awarded by the City Council at its February 21, 2023 meeting, and with all vehicles within the City fleet inventory.

OPW emerged as the most reliable industry standard, and universally readable system on the West coast. Orange Coast Petroleum Equipment, Inc. offered the requested system at Sourcewell pricing. The proposed OPW system would replace the three City GasBoy systems at the City Yard (City vehicle use), City Yard (public CNG), and Fire Station #1.

The OPW system features include hosted software and bank card processing, wireless Automatic Vehicle Identification (AVI), passive vehicle tagging that would enable the City to track vehicle usage efficiency, auto mileage reading, theft reconciliation capability, high / low temperature advisories, and real-time inventory data storage and reporting. This system also provides options to record and transmit traffic related diagnostic data via GPS.

The City is a member of Sourcewell, a purchasing cooperative that combines the purchasing power of multiple agencies into a cooperative purchasing group to secure lower prices than what a smaller agency may obtain through an individual bid. Sourcewell contracts are competitively solicited and meet public bidding processes; accordingly, the City Council may authorize purchase of the OPW Fuel Management System via MPMC § 3.20.050(3) and (4) – which allows the City to forego bidding when it is in the City's best interests. Staff is recommending that the City Council utilize these provisions because the quote received from Orange Coast Petroleum Equipment was the best value and because Orange Coast Petroleum Equipment's quote came via the Sourcewell purchasing cooperative. The total cost of the new system is $140,458.93. Annual recurring fees for the system are $3,720. It is recommended that City Council approve the purchase of the OPW Fuel Delivery/Control System through Orange Coast Petroleum Equipment, Inc.

FISCAL IMPACT:

The total purchase cost is $140,458.93. An appropriation of $140,459 from Shop Fund 501 is required for this purchase. Annual subscription fees will 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
City Manager

Reviewed by:
Approved as to form:
KARL H. BERGER, City Attorney

Ephraim S. Margolin, Deputy City Attorney

ATTACHMENT(S):

1. Orange Coast Petroleum Equipment, Inc Quote

ATTACHMENT 1

Orange Coast Petroleum Equipment, Inc Quote

Pricing Summary / Options

City Yard, CNG, & Fire Station Systems Without AVI Equipment

**** Includes DX Fleet Hosted Software and Bank Card Processing for the CNG Dispenser***

***** Reoccurring fees apply for DX Fleet, EMV Processing, Ethernet Encryption, & Bankcard Processing***

	Pin # Access	Mag Card Access	Prox Fob Access
Equipment	$48,055.00	$50,383.00	$52,395.00
10.25% Sales Tax	$4,925.64	$5,164.26	$5,370.49
In-Bound Freight	$550.00	$550.00	$550.00
Installation Services	$35,835.00	$35,835.00	$35,835.00
Project Grand Total	**$89,365.64**	**$91,932.26**	**$94,150.49**
W/ SourceWell Pricing	**$84,067.57**	**$86,377.53**	**$88,373.94**

City Yard, CNG, & Fire Station Systems With AVI Equipment

**** Includes DX Fleet Hosted Software and Bank Card Processing for the CNG Dispenser***

***** Reoccurring fees apply for DX Fleet, EMV Processing, Ethernet Encryption, & Bankcard Processing***

****** Required AVI fuel island hardware installed and programmed***

******* Does not include installation/programming of AVI tags or engine hour / mileage kits on vehicles***

(200) Vehicle ID Only	**Pin # Access**	**Mag Card Access**	**Prox Fob Access**
Equipment	$73,664.00	$76,998.00	$78,004.00
10.25% Sales Tax	$7,550.56	$7,892.30	$7,995.41
In-Bound Freight	$550.00	$550.00	$550.00
Installation Services	$44,004.00	$44,004.00	$44,004.00
Project Grand Total	**$125,768.56**	**$129,444.30**	**$130,553.41**
W/ SourceWell Pricing	**$117,647.10**	**$120,955.27**	**$121,953.47**
(10) Hours & (40) Mileage	***$146,330.19***	***$150,005.92***	***$151,115.04***
W/ SourceWell Pricing	**$136,152.57**	**$139,460.73**	**$140,458.93**

Quote Options / Product Descriptions

City Yard Hardware

PV200 System:

1 OPW PV200 System

Qty	Description
1	PV200 Fuel Island Terminal
1	40" Tall Pedestal Assembly
1	Pump Control Pedestal Mounting Bracket
1	Pump Control Module - 2 Hose Master
1	Fuel Site Controller
1	DX Fleet Initial Site Set-Up Fee
1	DX Fleet Annual Software Subscription
	**** Reoccurring fees apply to this item ($ 900.00 per year)***
1	- DFS Edge Hardware
1	- FSC3000 DX Fleet Software Flag

Unit Net Price: $10,992.00

Extended Net Price: $10,992.00

System Access Options:

- **OPW PV200 - Mag Stripe Card**

Qty	Description	Unit	Extended
1	Mag Stripe Card Reader	$714.00	$714.00
50	Mag Stripe Card - Blank	$5.00	$250.00
50	Mag Stripe Card - Factory Encoding	$4.00	$200.00
		Unit Net Price:	**$1,164.00**
		Extended Net Price:	**$1,164.00**

- **OPW PV200 - Proximity Key Option**

Qty	Description	Unit	Extended
1	Proximity Reader	$1,220.00	$1,220.00
50	Proximity Fob - Blank	$15.00	$750.00
50	Proximity Fob - Factory Encoding	$4.00	$200.00
		Unit Net Price:	**$2,170.00**
		Extended Net Price:	**$2,170.00**

Quote Options / Product Descriptions

City Yard Installation

Installation Services:

1 Electrical Installation, Start-Up, & Training w/ DX Fleet

- Remove Existing Gasboy Pedestal and Mount New PV200 Pedestal In It's Place
- Remove Existing Gasboy Short Haul Modem and Install FSC300 In It's Place
- Interconnect Pedestal to Existing Dual Hose Gasoline Dispenser Using Existing Conduit, Control Wiring, and Pulse Output
- Make All Necessary Power and Communications Connections
- Start-Up and Test System Operation and Communications
- Mount New DFS EDGE Box Next to FSC3000 Site Controller and Connect to Customer Supplied Network Drop *(Second Drop w/ Static IP Is Recommended)*
- Interconnect DFS Edge Controller to Existing FSC3000 Site Controller
- Configure and Start-Up Devices
- Check Communication with Factory
- Factory to Train System Users on Programming, Operation, and Reporting

Unit Net Price: $6,975.00

Extended Net Price: $6,975.00

Quote Options / Product Descriptions

CNG Hardware

PV300 System:

1 OPW PV300 System

Qty	Description
1	PV300 Fuel Island Terminal
1	NFC Reader Assembly
1	32" Tall Pedestal Assembly
1	Direct Pump Control Pedestal Mount Interface Module
1	Fuel Site Controller
1	Direct Pump Control Software Flag
1	NBS Network OASE Processing Flag
	**** Reoccurring fees apply to this item (see additional services below)***
1	EDGE Gateway for Ethernet/Petronet Conversion
1	Router for Secure Internal Networking Connections to EMV Terminal
1	DX Fleet Initial Site Set-Up Fee
1	DX Fleet Annual Software Subscription
	**** Reoccurring fees apply to this item ($ 900.00 per year)***
1	- DFS Edge Hardware
1	- FSC3000 DX Fleet Software Flag

Unit Net Price: $23,780.00
Extended Net Price: $23,780.00

Additional Items / Subscriptions:

1 OPW Additional Services

Qty	Description
1	EMV Host Network One Time Onboarding Fee
1	EMV Secure Bankcard Processing Support Fees (First Year Included)
	**** Support Fees are $ 85.00 / Month, Billed Annually ($ 1,020.00)***

Unit Net Price: $1,440.00
Extended Net Price: $1,440.00

1 PDI Additional Services

Qty	Description
1	IP Converter Kit For Fleet and Bankcards
	**** This part and a service agreement must be purchased from PDI***

Unit Net Price: Need to
Extended Net Price: Contact PDI

1 NBS Additional Services

Qty	Description
1	Bankcard Processing Service
	**** A processing agreement must be signed with NBS***

Unit Net Price: Need to
Extended Net Price: Contact NBS

Quote Options / Product Descriptions

CNG Installation

Installation Services:

1 Electrical Installation, Start-Up, & Training w/ DX Fleet

- Dig Out, Form and Pour 3' X 3' X 6" Equipment Pad Next to Existing Controller
- Disconnect and Remove Existing Gasboy Control Terminal for Existing Box
- Mount New PV300 Pedestal On New Concrete Pad and Connect to Existing Box
- Install Direct Pump Controller in Pedestal and Interconnect to Dual Hose CNG
- Dispenser Using Existing Conduit, Control Wiring, and Pulse Output
- Trace Communications Back to Building and Mount Site Controller, EDGE Box, and Router with Customer Supplied IP Converter and Supplied Network Drop
- Make All Necessary Power and Communications Connections
- Configure and Start-Up Devices with Customer Supplied Account Information
- Check Communication with Factory, PDI, and NBS Network
- Factory to Train System Users on Programming, Operation, and Reporting

Unit Net Price: $21,550.00

Extended Net Price: $21,550.00

Quote Options / Product Descriptions

Fire Department Hardware

PV200 System:

1 OPW PV200 System

Qty	Description
1	PV200 Fuel Island Terminal
1	40" Tall Pedestal Assembly
1	Pump Control Pedestal Mounting Bracket
1	Pump Control Module - 2 Hose Master
1	Pump Control Module - 2 Hose Slave
1	Fuel Site Controller
1	DX Fleet Initial Site Set-Up Fee
1	DX Fleet Annual Software Subscription
	**** Reoccurring fees apply to this item ($ 900.00 per year)***
1	- DFS Edge Hardware
1	- FSC3000 DX Fleet Software Flag

Unit Net Price: $11,843.00

Extended Net Price: $11,843.00

System Access Options:

- **OPW PV200 - Mag Stripe Card**

Qty	Description	Unit	Extended
1	Mag Stripe Card Reader	$714.00	$714.00
50	Mag Stripe Card - Blank	$5.00	$250.00
50	Mag Stripe Card - Factory Encoding	$4.00	$200.00
		Unit Net Price:	**$1,164.00**
		Extended Net Price:	**$1,164.00**

- **OPW PV200 - Proximity Key Option**

Qty	Description	Unit	Extended
1	Proximity Reader	$1,220.00	$1,220.00
50	Proximity Fob - Blank	$15.00	$750.00
50	Proximity Fob - Factory Encoding	$4.00	$200.00
		Unit Net Price:	**$2,170.00**
		Extended Net Price:	**$2,170.00**

Quote Options / Product Descriptions

Fire Department Installation

Installation Services:

1 Electrical Installation, Start-Up, & Training w/ DX Fleet

- Remove Existing Gasboy Pedestal and Mount New PV200 Pedestal In It's Place
- Remove Existing Gasboy Phone Modem and Install FSC300 In It's Place
- Interconnect Pedestal to Two Existing Dual Hose Gasoline Dispenser Using Existing Conduit, Control Wiring, and Pulse Output
- Make All Necessary Power and Communications Connections
- Start-Up and Test System Operation and Communications
- Mount New DFS EDGE Box Next to FSC3000 Site Controller and Connect to Customer Supplied Network Drop *(Second Drop w/ Static IP Is Recommended)*
- Interconnect DFS Edge Controller to Existing FSC3000 Site Controller
- Configure and Start-Up Devices
- Check Communication with Factory
- Factory to Train System Users on Programming, Operation, and Reporting

Unit Net Price: $7,310.00

Extended Net Price: $7,310.00

Quote Options / Product Descriptions

Automatic Vehicle Identification Optional Hardware

Main System Basics

AVI Site Hardware (One Required Per FIT):

2 **Vehicle Identification System (VIS) - Internal**

Qty	Description
1	VIS Assembly - PV200 Internal Mount

Unit Net Price: **$2,705.00**

Extended Net Price: **$5,410.00**

0 **Vehicle Identification System (VIS) - Remote Mount**

Qty	Description
1	VIS Assembly - Remote Mount
0	VIS Antenna - Omni Directional Whip w/ Mounting Bracket
1	VIS Antenna - Directional Panel w/ Mount

Unit Net Price: **$3,724.40**

Extended Net Price: **$0.00**

AVI Dispenser Hardware (One Required Per Dispenser):

3 **OPW AVI Handle Sensor - One Per Dispenser**

Qty	Description
1	PCM Handle Sense Board (One Required Per Dispenser)

Unit Net Price: **$315.00**

Extended Net Price: **$945.00**

Quote Options / Product Descriptions

Automatic Vehicle Identification Optional Hardware

Nozzle Readers

AVI Nozzle Reader (One Required Per Nozzle):

0 **Reader for 3/4" Nozzle (OPW 11A)**

Qty	Description
0	Nozzle Reader Assembly for OPW 11A Nozzle
0	Split Nozzle Reader Assembly for OPW 11A Nozzle

Unit Net Price: **$365.00**
Extended Net Price: **$0.00**

2 **Reader for 1" Nozzle (OPW 7H)**

Qty	Description
1	Nozzle Reader Assembly for OPW 7H Nozzle

Unit Net Price: **$365.00**
Extended Net Price: **$730.00**

0 **Reader for 1-1/2" Nozzle (OPW 1291)**

Qty	Description
0	Split Nozzle Reader Assembly w/ Push Button for OPW 1291 Nozzle

Unit Net Price: **$700.00**
Extended Net Price: **$0.00**

0 **Reader for Wiggins Fast Fill Nozzle**

Qty	Description
0	Split Nozzle Reader Assembly w/ Push Button for Wiggins Nozzle

Unit Net Price: **$672.00**
Extended Net Price: **$0.00**

4 **Reader for Gasoline Nozzle**

Qty	Description
1	Nozzle Reader Assembly for OPW 7H Nozzle

Unit Net Price: **$672.00**
Extended Net Price: **$2,688.00**

2 **Nozzle Reader Replacement Battery**

Qty	Description
1	RFN OPW/ZVA Replacement Battery Kit

Unit Net Price: **$86.00**
Extended Net Price: **$172.00**

Quote Options / Product Descriptions

Automatic Vehicle Identification Optional Hardware

Vehicle Equipment Tags & Programming Packages

AVI Vehicle Identification (One Required Per Vehicle):

1 **Sample Tag Kit**

Qty	Description
1	Sample Tag Kit (Includes 12 Tags for Sizing)

Unit Net Price: **$378.00**
Extended Net Price: **$378.00**

200 **Single Tag**

Qty	Description
1	Tag Only Package
	** Select Specific Tag for Vehicle from List*

Unit Net Price: **$53.00**
Extended Net Price: **$10,600.00**

10 **Engine Hours Package**

Qty	Description
1	Engine Hours Package

Unit Net Price: **$161.00**
Extended Net Price: **$1,610.00**

40 **Mileage Tracking Package**

Qty	Description
1	Mileage Package

Unit Net Price: **$426.00**
Extended Net Price: **$17,040.00**

AVI Programming Kit:

0 **Basic Programming Kit**

Qty	Description
1	VIS Programming Package
	SiteWriter Software & RFN Test Unit

Unit Net Price: **$579.00**
Extended Net Price: **$0.00**

1 **Master Programming Kit**

Qty	Description
1	Stand Alone Programming Package
	Tag Programmer, TagWriter Software, RFN Test Unit, & Push Button RFN

Unit Net Price: **$4,686.00**
Extended Net Price: **$4,686.00**

Quote Options / Product Descriptions

Automatic Vehicle Identification Optional Hardware

Factory On Site System Training & On Line Tag Programing Training

AVI System Training:

1 OPW AVI Training

Qty	Description
1	On Site Training - 3 Days

Unit Net Price: $4,200.00
Extended Net Price: $4,200.00

1 OPW AVI Training

Qty	Description
1	On Line Training for VIS, Tags, and VIDS

Unit Net Price: $3,969.00
Extended Net Price: $3,969.00

Automatic Vehicle Identification

Part of OPW's new PV Family of Fuel Control Solutions, Automatic Vehicle Identification (AVI) is the definitive answer to definitive fuel control and data capture. AVI enables drivers to pull up, fuel up and go, and it provides fleets the highest level of fuel security, accountability, control and convenience.

Through a package of four components – a Passive Vehicle Tag, Radio Frequency Nozzle (RFN), Vehicle Identification Device (VID) and Vehicle identification System (VIS) – OPW's AVI delivers seamless authorization and tracking. These capabilities make it an ideal solution for fleets that support their own unattended fueling operations such as municipal, school and military fleets, as well as sanitation, utilities and other private fleets.

The system captures accurate vehicle identification data without driver input every time an AVI-equipped vehicle fuels up. The optional VID enables vehicle mileage and other vehicle data to be captured. Further, driver identification may be captured at the island terminal or by presenting a key fob at the RFN.

To learn more about the PV Family of Solutions, please visit www.opwglobal.com/PV-Family.

Automatic Vehicle Identification



PASSIVE VEHICLE TAG



RADIO FREQUENCY NOZZLE (RFN)



VEHICLE IDENTIFICATION DEVICE (VID)



VEHICLE IDENTIFICATION SYSTEM (VIS)

Secure
System provides a fool-proof way to prevent high-cost cases of fuel theft

Fast
With no manual data entry needed by drivers, vehicles can pull-up, fillup and go

Accurate
Real-time data capture, including vehicle identification, optional driver verification and optional mileage, is 100% correct every time

No Cards
System doesn't require activation devices such as cards, which are easily lost, to authorize fueling

Features

Passive Vehicle Tag

- Adapts to any vehicle to easily mount around vehicle's fill pipe
- Non-destructing tags can be transferred to a new vehicle. Self-destructing tags cannot be removed.

Radio Frequency Nozzle

- Wireless transceiver mounted to nozzle
- Reads passive vehicle tag and transmits information to the Vehicle Identification System

Vehicle Identification Device (VID)

- Pick up vehicle mileage via the GPS Odometer Sender (GOS)
- Pick up engine hours

Vehicle Identification Device (VIS)

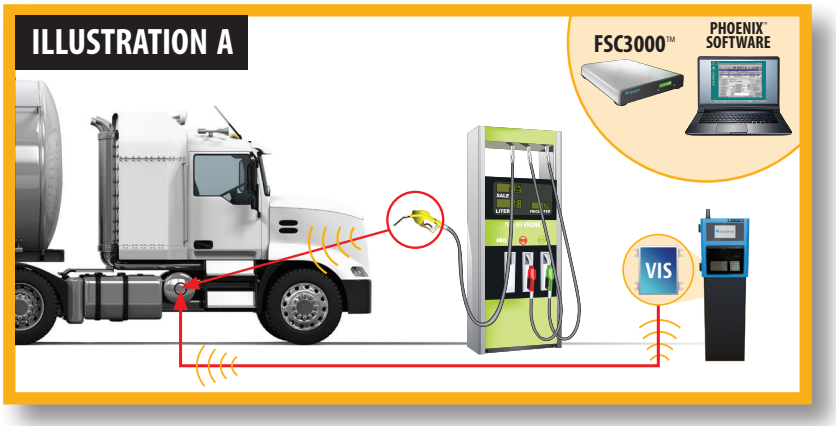
- Traffics data with the RFN and VID while integrated with the FSC3000™
- Compatible with Phoenix™ fuel management software

6900 Santa Fe Drive ◆ Hodgkins, Illinois, USA 60525 ◆ Phone: 708 485-4200 ◆ Fax: 708 485-7137

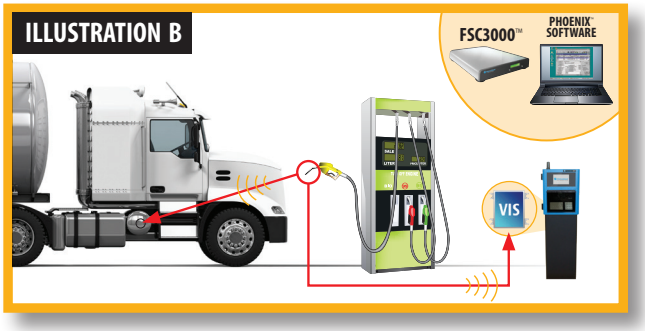
Automatic Vehicle Identification (AVI)



Learn about the Features & Benefits of OPW's Automatic Vehicle Identification Solution at www.opwglobal.com/avi.



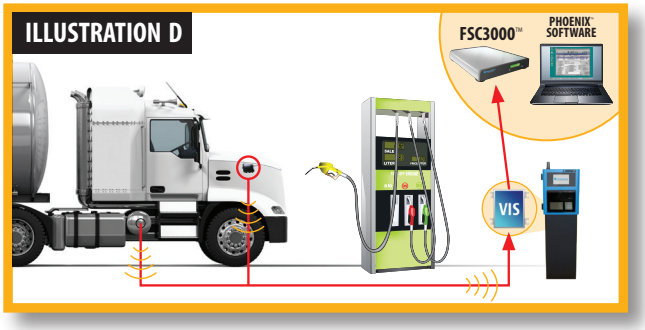
- OPW's Automatic Vehicle Identification solution is connected to OPW's FSC3000™ Fuel Site Controller, which controls the fuel dispensers onsite.
- When the nozzle is removed from the dispenser the handle lift is detected and signals the Vehicle Identification System (VIS) to activate the Radio Frequency Nozzle (RFN).
- Next, the RFN seeks to locate the Passive Vehicle Tag installed on the vehicle fill pipe.



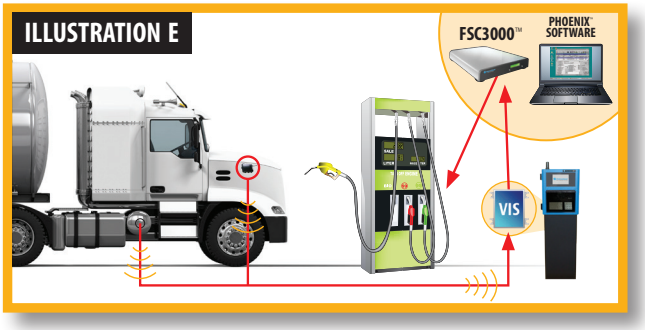
- When the RFN locates the Passive Vehicle Tag it transmits back to the VIS, reporting the vehicle's tag number.



- The VIS queries the optional Vehicle Identification Device to get the odometer or engine hours reading.



- OPW's AVI application combines the odometer/ engine hours reading and optional driver's data captured through a key fob.



- The FSC3000 validates the information and then activates the dispenser.

Petro Vend 200 Fuel Island Terminal

Part of OPW's new PV Family of Fuel Control Solutions, the Petro Vend 200 Fuel Island Terminal (PV200) offers many a la carte options that provide state-of-the-art fuel control to commercial fleets.

The PV200, in conjunction with OPW's FSC3000™ Fuel Site Controller, leverages OPW's long history of innovation in fuel management to provide advanced 24-hour fuel control to unattended commercial fleet fueling operations, big or small. The PV200 simplifies fuel management for a wide variety of commercial applications including trucking, school transport, government, military, industrial and business operations.

Engineered with scalability in mind, the PV200 is a future-proof fuel island terminal that provides fleet managers flexibility for changing needs.

To learn more about the PV Family of Solutions, please visit www.opwglobal.com/PV-Family.

Petro Vend 200 Fuel Island Terminal



Versatile

Options including an integrated or external FSC3000™, dual card reader support and three pedestal heights accommodate a variety of operational needs

User-friendly

Menu-driven set-up at the terminal simplifies configuration, and graphics guide users through common data entry tasks

Durable

Featuring a thermostatically controlled heater and aluminum construction, the PV200 is engineered to withstand harsh outdoor environments

Easy to Service

The PV200's components are designed to be quickly and easily removed for simplified service calls

Features

- Compatible with OPW's FSC3000 Fuel Site Controller, which tracks and reports fueling transactions
- Integrated FSC3000 for installations where no building is available
- 7-inch color display
- Optional receipt printer
- Dual card reader operation enables users to take advantage of two of the three following card readers:
  - Optional Magnetic Stripe Card Reader
  - Optional Proximity Card Reader
  - Optional ChipKey® Reader
- Optional Wireless Petro-Net™ communication reduces installation costs
- Cardless/keyless access allows drivers to fuel using a quick keypad entry
- 3 pedestal sizes are available, including sizes that meet Americans with Disabilities Act requirements

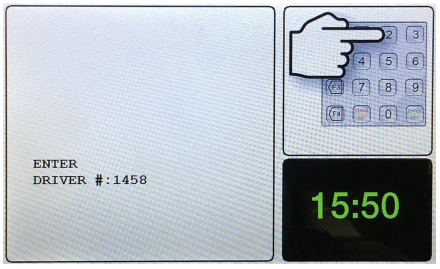
OPW A DOVER COMPANY
6900 Santa Fe Drive ◆ Hodgkins, Illinois, USA 60525 ◆ Phone: 708 485-4200 ◆ Fax: 708 485-7137

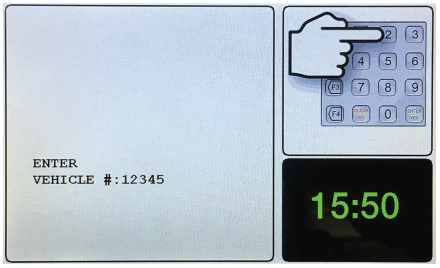
Benefits

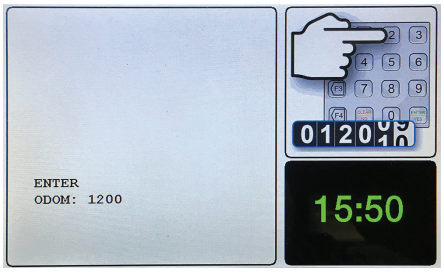
- Terminal display is optimized for readability in sunlight
- LED lights illuminate keyboards, card readers and receipt printer for nighttime authorizations
- User-friendly display menus include graphics designed to guide users through setup procedures at the terminal
- Optional alpha keyboard enables users to enter additional information such as license plate numbers, etc.
- 16-key numeric keypad includes function keys that expand range of commands
- Alpha keyboard and numeric keypad feature durable metal construction to promote service longevity
- Terminal components are easily removed and replaced for simplified service calls
- Removable cabinet door supports off-site repair of components housed on the inside of the door
- Cabinet and pedestal feature aluminum construction to prevent rusting
- Thermostatically controlled heater provides reliable operation in the harshest environments
- Pump Control Module (PCM) for mechanical pump control is easily installed in pedestal
- Direct Pump Control (DPC) for electronic pump control is easily installed in pedestal

Technical Specifications

- Cabinet Dimensions: 18 inch H x 14 inch W x 10 inch D (46 cm x 36 cm x 26 cm)
- Pedestal Dimensions: 40 inch H x 14 inch W x 9 inch D (122 cm x 36 cm x 23 cm) is standard; 32-inch and 48-inch heights are optional
- Power Requirements: 115 VAC/230 VAC (Switch Selectable), 50/60 Hz, 200 watts maximum
- Operating Temperature Range: -40°F to 122°F (-40°C to 50°C)
- Graphics display: 7 inch (18 cm) color display
- Pedestal and Cabinet: Powder-coated aluminum







The PV200 uses text and graphics to prompt drivers to enter information such as vehicle number, driver number and odometer reading.

The Future of Fuel Control Is Here.

The Petro Vend 200 Fuel Island Terminal anchors the
PV Pro, PV Enterprise and PV Enterprise Plus
that are part of OPW's PV Family of Fuel Control Solutions.

Visit www.opwglobal.com/PV-Family to learn more.



OPW
FUEL MANAGEMENT SYSTEMS

Tomorrow's EMV® Technology for Today's Fleets



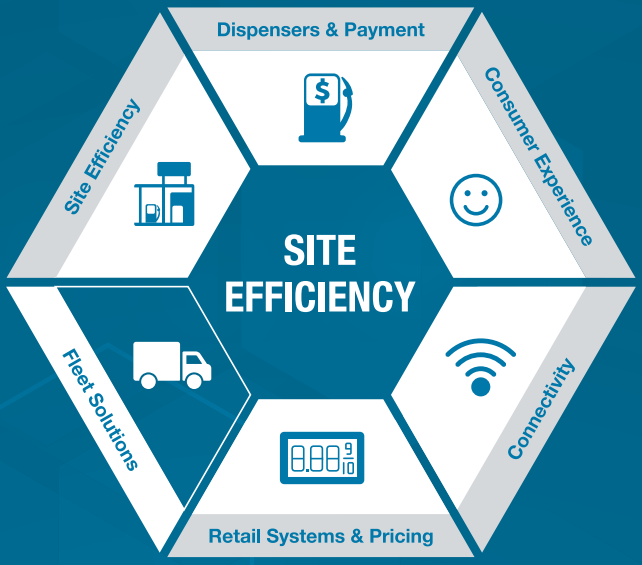
Petro Vend® 300E
fuel island terminal

Visit Website

DFS *Worldwide* Brands

DOVER FUELING SOLUTIONS

Wayne · OPW · ClearView · AvaLAN · TOKHEIM · ProGauge · fairbanks · LIQAL



A Leader in Fuel Control Technology

Since 1961, OPW Fuel Management Systems, a product brand of Dover Fueling Solutions (OPW FMS) has led the way in providing safe, accurate, and reliable fleet fueling management solutions. Today, our innovative Petro Vend™ (PV) products deliver everything you need to fully automate and manage your fueling operation.

No matter your operation, OPW FMS has the solution—from state-of-the-art fuel island terminals, to fuel site controllers, software and more. Designed to handle all types of network fueling cards, the Petro Vend line of fuel control systems offers a level of purchase control, tracking and reporting that meets the high demands of today's fleets. The systems put you in better charge of your 24-hour unattended fuel management, giving you more security, more convenience and more peace of mind.

Our Petro Vend EMV® terminal and retrofit kits have everything you need to take advantage of today's most advanced payment technology.



The Features You Want, the Security You Need

Featuring sleek design and easy operation, the Petro Vend 300E (PV300E) fuel island terminal is an all-in-one insert-style unit with a 7-inch touch screen and alpha entry. Engineered for maximum payment flexibility, the PV300E includes Tap-n-Pay options for contactless cards and both ApplePay and Google Wallet transactions. What's more, our Petro Vend EMV® fuel management system offers secure EMV® processing direct from the terminal, eliminating point-of-sale (POS) or fuel site controller PCI updates from the scope. We also offer multiple methods to add CAT5 connectivity to the EMV® terminals for secure authorization link (hardware, wireless LAN, cradlepoint device).

Whether your fueling operation uses dispensers with built-in payment systems or separate island terminals, the Petro Vend fuel control family has the ideal solution to meet your EMV® needs. If you're considering brand new terminals, our PV300E model delivers the latest in secure, reliable payment control. For other systems, our retrofit kits work with many of today's most popular dispensers.

Technical Specifications
Readers: Hybrid EMV Chip Card and Magnetic-stripe card reader, Optional NFC Reader
Display: 7-inch touchscreen VGA display
Receipt Printer: The high-resolution, thermal receipt printer has an integral cutter and large paper roll
Keypad: Secure keypad with built-in privacy shield
Cabinet Dimensions: 12.5" H x 17.5" W x 13.5" D (31.75cm x 44.45cm x 34.29cm)
Pedestal Dimensions: 48" H x 14" W x 8" D (122cm H x 36cm W x 20cm D); 32-inch and 40-inch heights are optional
Operating Temperature Range: -40°F to 122°F (-40°C to 50°C)
Power Requirements: 120/240 VAC (auto detectable), 50/60 Hz; 250 watts max



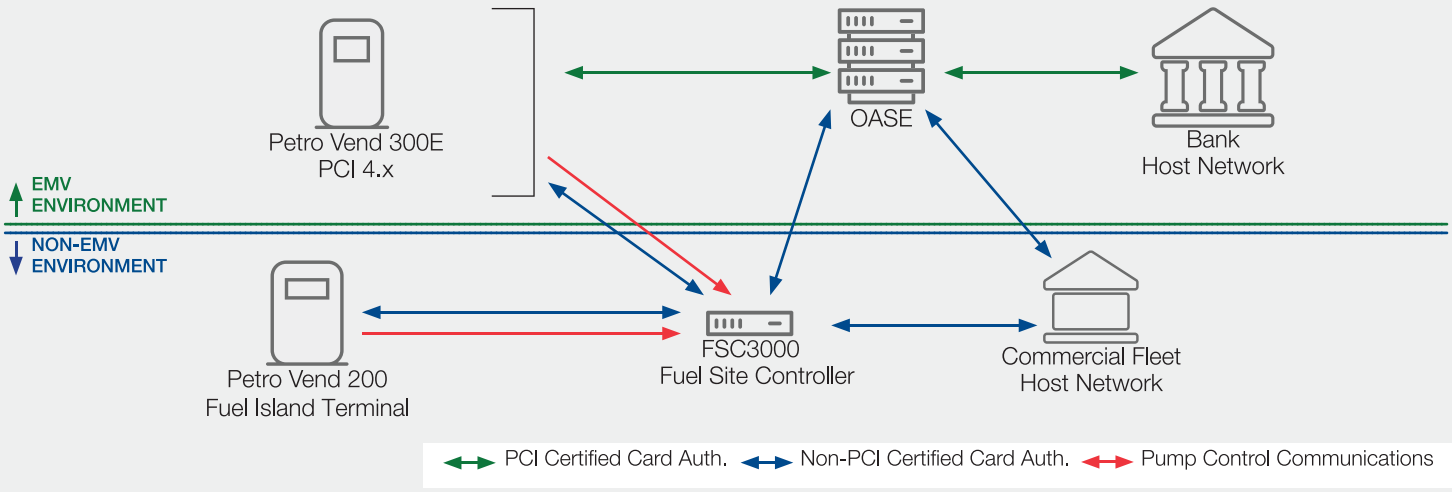
Everything You Need for EMV®

On April 16, 2021, the liability for payment fraud at the pump shifted to fuel retailers. The best way to protect your business from the expensive chargebacks is to convert all mag stripe systems to EMV, if you haven't done so already.

Our Petro Vend EMV terminal and Retrofit kits have everything you need to take advantage of today's most advanced payment technology.

The Roadmap to EMV®

This diagram illustrates the backwards compatibility of the Petro Vend EMV terminal. Using the traditional functions of the FSC3000™ fuel site controller, the PV300E is built to handle today's EMV chip cards as well as older mag stripe cards. All bankcard transactions go between the terminal and the Tokheim OASE™ (Online Authorization and Switching Environment) system for authorization, and the site controller is engaged for pump control.





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City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Resolution Identifying a Public Works Street Maintenance Project to be Included in the FY 2024-25 Budget and Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution identifying a street maintenance project to be included in the FY 2024-25 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

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.

BACKGROUND:

The most recent State estimates for FY 2024-25 project Monterey Park will receive $1,461,806 in RMRA funds. In order to be eligible to receive these funds, agencies must submit a proposed project list to the CTC by July 1, 2024, along with budget support documentation including the meeting minutes and/or resolution of the City Council committing to the project list. This year, project lists are due July 1, 2024.

The proposed resolution and project list includes the resurfacing and rehabilitation of various local streets as identified in the City's Pavement Management Study. Staff reviewed the study and selected those street segments that would most benefit from a rehabilitation project based on their current conditions. Once the resolution is adopted and submitted, staff may begin the design. Once plans and specifications are complete, construction of the project is expected to be completed by Spring of 2025. The proposed rehabilitation work consists primarily of grinding and overlay of the roadway surface with asphalt concrete and asphalt rubber hot mix.

FISCAL IMPACT:

As the City's budget process for FY 2024-25 is now underway, the adoption of the resolution to include the capital improvement project in the upcoming budget and funded with RMRA funds will allow the City to receive the RMRA funding for street rehabilitation projects, and help the City improve the overall quality of its roadway system.

Respectfully prepared & submitted by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:
Approved as to form:
KARL H. BERGER, City Attorney

Ephraim S. Margolin
Deputy City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION IDENTIFYING A STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2024-25 BUDGET AND FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds as follows:

A. The Road Repair and Accountability Act of 2017 was adopted to address the significant multi-modal transportation funding shortfalls statewide.

B. The Act includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

C. The City must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by the Act, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

D. The City will receive an estimated $1,461,806 in RMRA funding in Fiscal Year 2024-25.

E. This is the seventh year in which the City is receiving such funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without the Act.

F. The City used a Pavement Management Program to help develop the RMRA project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment.

G. The funding from the Act will help the City maintain and rehabilitate its streets throughout the City this year and several similar projects into the future. This revenue will help the City increase the overall quality of our road system over the next decade.

H. Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to

work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network.

I. The project list and overall investment in the City's local streets and roads infrastructure with a focus on basic maintenance and safety and investing in complete streets infrastructure will have significant positive co-benefits statewide.

SECTION 2. The Adopted Budget for fiscal year 2024-2025 will incorporate the following project planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Project: Various Street Rehabilitation

Description: Cold mill asphalt concrete pavement and construct conventional and rubberized asphalt concrete overlay on various local streets. Work includes but is not limited to asphalt grind and overlay, and striping.

Location: West Gleason Street, West Markland Drive, West Fernfield Drive, South Bradshaw Avenue, West Floral Drive, Divine Drive, West Andrix Street, Hendricks Avenue, South Grandridge Avenue

Estimated Useful Life: 15-20 years

Est. Year of Construction/ Completion: Fiscal Year 2024-2025

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

SECTION 4. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5. The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6. To the extent that any other resolution is incorporated into this Resolution, it is superseded or amended in its entirety.

SECTION 7. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 18th of June 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, City Attorney

_____
Ephraim S. Margolin, Deputy City Attorney

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation Project – Award of Public Works Contract to U.S. Builders and Consultants Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with U.S. Builders and Consultants Inc. in the contract amount of $977,812 for the Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation Project;
2. Appropriating an additional $220,000 from General Funds;
3. Authorizing the Director of Public Works to approve change orders not to exceed $84,917 over the total contract amount; and
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to 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"). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

EXECUTIVE SUMMARY

Capital Improvement Project ("CIP") No. 95013 & 95014 – Langley Senior Citizen Center and Barnes Park Gymnasium Restroom Rehabilitation Project includes the rehabilitation of the restrooms at the Langley Senior Center and Barnes Park Gymnasium restrooms. Pursuant to Resolution No. 2023-R52, the Public Works Director solicited bids for the restroom rehabilitation at Langley Senior Citizen Center and Barnes Park Gymnasium (Specification No. 2024-003).

The public bid opening for the Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation project was held on May 24, 2024. One bid was received: U.S. Builders and Consultants Inc. As required by HUD for the use of CDBG funds, staff held a pre-bid meeting and was attended by 2 potential bidders including U.S.

Builders and Consultants. It is recommended that City Council authorize the City Manager to execute a Public Works contract with U.S. Builders and Consultants Inc., the lowest responsible bidder, for the Langley Senior Citizen Center and Barnes Park Gymnasium Restroom Rehabilitation Centers in the amount of $977,812, plus a contingency amount not to exceed $84,917.

BACKGROUND

The proposed work includes upgrades to the Barnes Park Gymnasium restroom and Langley Senior Citizen Center restrooms in order to meet Disabilities Act (ADA) and other renovations.

The existing restrooms at Barnes Gym are very old and do not meet current ADA standards. The proposed improvements will improve the existing restrooms, modify the layout to accommodate for additional stalls, replacement of flooring, toilets, urinals and hardware, ensure compliance with ADA standards and renovation.

The existing restrooms at Langley Center have deteriorated and require replacement of flooring, partitions, toilets and urinals and related accessories and hardware.

The public works bid was opened on May 14, 2024, and includes the following bid:

RANK	BIDDER	BASE BID AMOUNT
1	U.S. Builders and Consultants	$ 977,812

The bid submitted by U.S. Builders and Consultants is the lowest responsive bid from a responsible bidder. U.S. Builders and Consultants' contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback. US Builders and Consultants have also recently completed and performed well on the Story Time project at the Bruggemeyer Library and the stained glass installation project.

It is recommended that the City Council awards the project to U.S. Builders and consultants for a total of $977,812.

FISCAL IMPACT

The proposed project is budgeted in the 2023-2024 fiscal year Capital Improvement Program under CIP 95013 & 95014 funded by Development Impact Fee and CDBG funds. Appropriating additional funds from General Funds in the amount of $220,000 will be required to have sufficient funds to execute an agreement with U.S. Builders and consultants for a total of $1,187,756 including contingency.

CIP 95013 & 95014 – Langley Senior Citizen Center and Barnes Park Gymnasium Restroom Rehabilitation Centers	
Restroom Improvements (U.S. Builders and Consultants)	$977,812
Contingency (not to exceed)	$84,917
Construction management/Construction Inspection	$84,917
Labor compliance	$10,560
Asbestos Survey/Testing	$1,850
Architectural Plans & Construction Support	$27,700
Total Estimated Project Cost	$1,187,756

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. U.S. Builders and Consultants Inc. Proposal – Restroom Improvements

ATTACHMENT 1

U.S. Builders and Consultants Inc. Proposal
Restroom Improvements

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

BIDDER'S NAME: US Builders and Consultants Inc.

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

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

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

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

BID SCHEDULE

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

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

BID SCHEDULE

For Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation Project

Specification 2024-003

Langley Senior Citizen Center (Schedule A)

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization	1	LS	$19,000	$19,000
2	Demolition of existing floor tiles	470	S.F.	$20	$9400
3	Demolition of existing wall tiles and installation of self-leveling underlayment	1,080	S.F.	$35	$ 37,800
4	Demolition of existing wall partitions @Toilets	8	Stalls	$450	$3600
5	Demolition of existing wall partitions @Urinals	3	EA	$100	$300
6	Demolition of existing doors per plans/schedule	2	EA	$700	$1400
7	Demolition of existing plumbing fixtures per plans	7	EA	$2250	$15,750
8	Demolition of existing HVAC grills	2	EA	$350	$700
9	Demolition of existing accessories	1	LS	$10,000	$10,000
10	Repair of existing concrete for new underground plumbing, carpentry and thermal and moisture protection	1	LS	$ 2000	$ 2000
11	Nora Rubber Flooring	470	SF	$59	$27,730
12	Gypsum wall board	1,080	SF	$20	$21,600
14	Interior Painting	975	SF	$5	$4,875
14	Ceramic Wall tile	1,080	SF	$45	$48,600
15	Solid surface countertops	19	LF	$260	$4940
16	Install wall partitions at toilets	8	stalls	$2500	$20,000
17	Install wall partitions at urinals	3	EA	$550	$1650

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
18	Provide toilet accessories per plans	1	LS	$ 25,000	$ 25,000
19	Provide Building signage per plans	4	EA	$200	$800
20	Install new toilets and valves	1	EA	$ 2125	$ 2125
21	Install new sinks and faucets	5	EA	$ 2422	$ 12,110
22	Install HVAC ceiling grills/diffusers	2	EA	$ 275	$ 550
23	Install electrical switches and outlets including rough electrical per plans	1	LS	$500	$ 500
TOTAL LANGLEY SENIOR CITIZEN CENTER BASE BID AMOUNT IN NUMBERS		$ 270,430			
TOTAL LANGLEY SENIOR CITIZEN CENTER BASE BID AMOUNT IN WORDS Two hundred seventy thousand, four hundred and thirty					

Barnes Park Gymnasium (Schedule B)					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization	1	LS	$40,000	$40,000
2	Demolition	1	LS	$ 38,415	$38,415
3	Concrete(Repair as part of new underground plumbing)	1	LS	$2000	$2000
4	Concrete (Repair as part of restroom foundation and slab)	1	LS	$1500	$1500
5	Concrete (Restroom concrete slab prep for new flooring)	685	SF	$5	$3425
6	Unit masonry repair	1	LS	$ 11,395	$ 11,395
7	Rough framing, walls, ceiling and soffit	800	S.F.	$ 9	$ 7200
8	Remove and re-install cabinetry at janitor closet	1	EA	$ 100	$ 100
9	Interior Finish carpentry	1	L.S.	$ 160	$ 160
10	Sound insulation	1	L.S.	$ 4000	$ 4000
11	Replace existing thermal insulation	1	L.S.	$ 16,000	$ 16,000
12	Roofing repair, including flashing accessories	1	L.S.	$ 200	$ 200

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
13	Hollow metal frames and wood doors with vision lites	2	EA	$ 800	$ 1600
14	Hollow metal frames and steel doors	1	EA	$ 4200	$ 4200
15	Hollow metal frames and flush wood/HPL doors	5	EA	$ 4200	$ 21,000
16	Storefront doors, frame and hardware	3	EA	$ 11,000	$ 33,000
17	Door hardware sets, New	9	EA	$ 2200	$ 19,800
18	Door hardware sets upgrade/replace	6	EA	$ 200	$ 1200
19	Accessible door actuator hardware	3	EA	$ 1845	$ 5535
20	NORA rubber flooring	765	S.F.	$ 41	$ 31,365
21	Gypsum wall board	2,070	S.F.	$ 12	$ 24,840
22	Interior Painting	2,500	S.F.	$ 3.5	$ 8750
23	Exterior painting (as required for new door/actuator work)	500	S.F.	$ 8	$ 4000
24	Ceramic wall tile	1,200	S.F.	$ 45	$ 54,000
25	FRP @ janitor mop sink	15	S.F.	$ 19	$ 285
26	VCT and rubber base repair/replace	1	L.S.	$ 85	$ 85
27	Concrete floor sealer at utility room	50	S.F.	$ 35	$ 1750
28	Toilet partitions	7	stalls	$ 2500	$ 17,500
29	Urinal partitions	3	EA	$ 550	$ 1650
30	Toilet accessories	1	L.S.	$ 16,000	$ 16,000
31	Building signage	20	EA	$ 195	$ 3900
32	Demo existing fixtures and plumbing per plans	15	EA	$ 2500	$ 37,500
33	Demo existing showers and valves per plans	4	EA	$ 2500	$ 10,000
34	Rough plumbing	1	L.S.	$ 580	$ 580
35	Install new toilets and valves	9	EA	$ 2000	$ 18,000
36	Install new urinals and valves	3	EA	$ 1100	$ 3300
37	Install new sinks and faucets	6	EA	$ 2345	$ 14,070

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
38	Install new mop sink and faucet	1	EA	$ 4000	$ 4000
39	Finish plumbing per plans	1	L.S.	$ 7475	$ 7475
40	Update floor drains per plans	4	EA	$ 120	$ 480
41	Install waste receptacle in Men's accessible stall	1	EA	$ 17,000	$ 17,000
42	Install exhaust fans	4	EA	$ 2625	$ 10,500
43	Demo existing surface mounted fixtures and prep for new fixtures	13	EA	$ 250	$ 3250
44	Install new LED surface mounted fixtures	15	EA	$ 1538	$ 23,070
45	Install new LED recessed fixtures	1	EA	$ 1000	$ 1000
46	Perform rough electrical including controls	1	L.S.	$ 1000	$ 1000
47	Perform finish electrical including all new switches and outlets per plans	1	L.S.	$ 11,000	$ 11,000
48	Provide power for automatic door openers @ 3 doors	3	EA	$ 1320	$ 3960
49	Provide power for exhaust fans including controls	1	L.S.	$ 1200	$ 1200
50	Low voltage, A/V and camera cables relocation	1	L.S.	$ 1500	$ 1500
51	Perform all necessary repairs for ADA compliance as shown on Sheet A-100	1	L.S.	$ 35,000	$ 35,000

TOTAL BARNES PARK GYMNASIUM BASE BID AMOUNT IN NUMBERS

$ 578,740

TOTAL BARNES PARK GYMNASIUM BASE BID AMOUNT IN WORDS

Five hundred seventy eight thousand, seven hundred and forty dollars

THE TOTAL BASE BID AMOUNT IS EQUAL TO THE TOTAL OF LANGLEY SENIOR CITIZEN CENTER BASE BID AMOUNT PLUS THE BARNES PARK GYMNASIUM BASE BID AMOUNT.

TOTAL BASE BID AMOUNT IN NUMBERS $ 849,170

TOTAL BASE BID AMOUNT IN WORDS:

Eight hundred forty nine thousand, one hundred and seventy Dollars

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
LANG-A.1	New Restroom Specialties: D. Toilet Paper Dispenser	1	EA	$3500	$3500
LANG-A.2	New Restroom Specialties: Toilet E. Seat Cover Dispenser	1	EA	$3500	$3500
LANG-A.3	New Restroom Specialties: J. 48" Grab Bar	1	EA	$2500	$2500
LANG-A.4	New Restroom Specialties: K. 36" Grab Bar	1	EA	$2200	$2200
LANG-A.5	New Restroom Specialties: L2. Coat hooks	1	EA	$1000	$1000
LANG-A.6	New Restroom Specialties: S. Access Panel	1	EA	$1000	$1000
LANG-A.7	New Restroom Specialties: V. 24"x60" Mirror	1	EA	$2000	$2000
LANG-B	New Toilets & Battery-Operated Flush Valve	1	EA	$3000	$3000
LANG-C	New Urinals & Battery-Operated Flush Valve	1	EA	$20,000	$20,000
LANG-D	New Fixed Wood Panel over doors	1	EA	$2000	$2000
LANG-E	New ADA Door actuator with electrical coordination	1	EA	$2000	$2000
LANG-F	New Battery-operated deck faucet	1	EA	$10,200	$10,200
LANG-G	Upgrade countertop to corian limestone prima	19	LF	$320	$6080

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICES**	**EXTENDED AMOUNT**
BARNES A	Provide new/replace existing truncated domes	1	EA	$ 500	$ 500
BARNES B	Remove and replace 12x48 surface mount fixture with new LED (Janitor)	1	EA	$ 892	$ 892
BARNES C-1	Remove and replace surface mount fixture with drywall – Women's	125	S.F.	$ 30	$ 3750
BARNES C-2	Remove and replace surface mount fixture with drywall – Entry	25	S.F.	$ 30	$ 750
BARNES C-3	Remove and replace surface mount fixture with drywall – Women's	220	S.F.	$ 30	$ 6600
BARNES D	Remove and replace allowance for under slab plumbing. Cost per linear ft	1	L.F.	$ 300	$ 300
BARNES E	Remove and replace allowance for in-wall/ceiling plumbing. Cost per linear ft	1	L.F.	$ 300	$ 300
BARNES F	Provide furring strips and backer board to align with Terrazo instead of demo Terrazo wainscot	70	S.F.	$ 20	$ 1400
BARNES G	Keep ADA toilet at existing location with offset flange. Locate toilet accessories accordingly on partition	1	L.S.	$ 1000	$ 1000
BARNES H	New rubber flooring with cove base at lobby	550	S.F.	$ 41	$ 22,550
BARNES I	Allowance for ADA update to existing door/hardware 100-1 (New door, frame and hardware)	1	L.S.	$ 7620	$ 7620
BARNES 100-2	New door, frame and hardware (100-2)	1	L.S.	$ 8000	$ 8000

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICES**	**EXTENDED AMOUNT**
BARNES 103-1a	Relocate door (New door, frame and hardware)- 103-1	1	L.S.	$ 5000	$ 5000
BARNES 103-1b	New door with actuator, frame and hardware – 103-1	1	L.S.	$ 6000	$ 6000
119-1 & 127-1	Allowance for minor ADA update	1	L.S.	$ 5000	$ 5000
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					$ 128,642

TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS: _____

One hundred twenty eight thousand, six hundred and forty two dollars

The award of Contract shall be based on the TOTAL BASE BID AMOUNT. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: None Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

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

Reference 1		
Agency Name City of San Bernardino Contact Name and Title Ziad Mazboudi, Project Manager	Project Name and Brief Description Project No. 13476, ADA restroom renovations at Paul Villasenor library and Howard Rowe Library	
Tel: 626-532-2018 E-mail: ziad.mazboudi@transtech.org	Contract Value: $819,983	Year Completed: 2023

Reference 2		
Agency Name Long Beach Community College District Contact Name and Title Steven Lemos, Field Engineer	Project Name and Brief Description CN 99811.7 Informal Bid 22-011 Building O-1 – Room 203 Modernization Project	
Tel: 562-242-4410 E-mail: slemos.bmt@lbcc.edu	Contract Value: $157,000	Year Completed: 2022

Reference 3		
Agency Name City of Laguna Woods Contact Name and Title April Baumgarten,Programs Analyst	Project Name and Brief Description City Hall Refurbishment and Safety Project: Phase	
Tel: 949-639-0568 E-mail: ABaumgarten@cityoflagunawoods.org	Contract Value: $158,154	Year Completed: 2023

Reference 4		
Agency Name City of Montery Park	Project Name and Brief Description Bruggemeyer Library Story Time	
Contact Name and Title Ziad Mazboudi, Project Manager		
Tel: 626-532-2018 E-mail: ziad.mazboudi@transtech.org	Contract Value: $ 109,000	Year Completed: 2024

SITE INSPECTION

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

Name of Person who inspected the site: Mohamed Almallah

Date of Inspection: 04/24/2024

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 01 Dated 05/14/2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

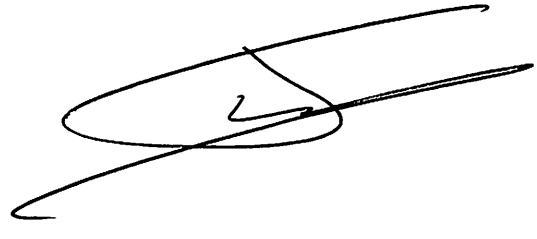


EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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



INSURANCE REQUIREMENTS

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

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

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

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

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

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

Bidder's Name: US Builders and Consultants Inc.
Authorized Signature: 
Name and Title: ~~Tamer~~ Awad, Vice President
Date: 05/14/2024

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

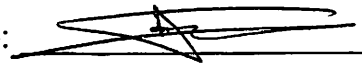
I am the Vice President of US Builders & Consultants Inc., the party making the foregoing bid.

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

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

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

Bidder's Name: US Builders and Consultants Inc.

Authorized Signature: 

Name and Title: Tamer Awad, Vice President

Date: 05/14/2024

PUBLIC CONTRACT CODE SECTION 10162

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

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

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

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

N/A

Bidder's Name: US Builders and Consultants Inc.

Authorized Signature:

Name and Title: Tamer Awad, Vice President

Date: 05/14/2024

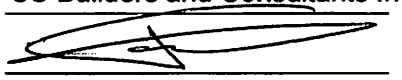
PUBLIC CONTRACT CODE SECTION 10232

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

has not been YES **has been** ___ (**indicate YES or NO** after applicable answer)

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

Bidder's Name: US Builders and Consultants Inc.

Authorized Signature: 

Name and Title: Tamer Awad, Vice President

Date: 05/14/2024

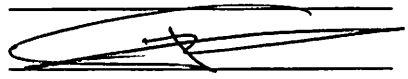
PUBLIC CONTRACT CODE SECTION 10285.1

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

has never been YES **has been** ___ (**Indicate YES or NO** after applicable answer)

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

Bidder's Name: US Builders & Consultants Inc.

Authorized Signature: 

Name and Title: Tamer Awad, Vice President

Date: 05/14/2024

BIDDER INFORMATION

Bidder's Name: US Builders and Consultants Inc.

Address: 126 Desert Lotus, Irvine, CA 92618

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: Class A & B, 1067739

Contact Person Information:

Name: Tamer Awad Title: Vice President

E-mail: tamer@us-builders.com Tel: (714) 317-8402

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

Tamer Awad, Vice President 42 Sorento Avenue, Irvine CA 92614 (714) 317-8402

Mohamed Alamallah, President (949) 501-3885

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

None

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

None

Previous contract performance history:

Was any contract terminated previously: No

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

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 14th day of May, 2024.

BIDDER US Builders & Consultants Inc.

Tamer Awad / Vice President

Subscribed and sworn to this 14th day of May, 2024

NOTARY PUBLIC

TERRY CORMIER
COMM. #2456406
Notary Public - California
Orange County
My Comm. Expires Aug. 1, 2027

APPENDIX 4

Federal Requirements

1. **Contractor information**
2. **Contractor list of proposed subcontractors**
3. **Federal Labor Standards Provisions (HUD - 4010)**
4. **Equal Employment Opportunity Clause**
5. **Clean Air and Water Acts**
6. **Labor Codes Section 1771 – 1815**
7. **Certification of Understanding and Authorization**
8. **Equal Employment Opportunity Commitment**
9. **Report of Additional Classification and Rate**
10. **Bidders Questionnaire**
11. **Non-Segregated Facilities Certification**
12. **Past Performance Certification**
13. **Federal Lobbyist Certification**
14. **Worker's Compensation Certification**
15. **Declaration of Intent with Section 3**
16. **Notice of Section 3 Commitment**
17. **Section 3 Business Concern Certification**
18. **Section 3 Income Certifications** *(Required for all Section 3 Workers and Targeted Section 3 Workers)*
19. **Qualitative Efforts for Contractors Form**
20. **Section 3 Economic Opportunity Report -**
21. **Equal Opportunity Certification - HUD 92010**
22. **Build America Buy America**

CONTRACTOR INFORMATION

Company Name US Builders and Consultants Inc.

Address 42 Sorrento, Irvine, CA 92614

Telephone 714-317-8402 Fax _____ E-mail tamer@us-builders.com

Type of Firm: Individual ( ) Partnership ( ) Corporation (x)

Corporation organized under the laws of the State of California

Contractor's License Number 1067739 State CA Classification A & B Expiration Date 12/31/2024

DIR Registration Number 1000756487 Expiration Date 06/30/2025

Names and titles of all officers of the firm

Mohamed Almallah, President

Tamer Awad, Vice President

Please circle all categories that are applicable to the company:

Ethnicity of Company Owner or Ownership

- o Asian/Pacific American
- o Black American
- o Hasidic Jews
- o Hispanic American
- o Native American
- x White American

Section 3 Certified Business Concern

- o Section 3 Qualified Business

Certified Business Status

- o Disadvantaged Business
- o Local Small Business
- o Minority Owned Business
- o Women Owned Business

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation
PROJECT NAME

HUD and City of Monterey Park
AWARDING AGENCY

Location: Monterey Park, CA

Project Number: No. 2024-003

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
N/A						

Signature

Tamer Awad / Vice President
Name and Title

05/13/2024
Date

US Builders and Consultants Inc.
Company Name

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

   B. A contracting agency for its reprocurement costs;

   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

   D. A contractor's assignee(s);

   E. A contractor's successor(s); or

   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

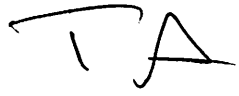
c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



EQUAL EMPLOYMENT SPECIFICATIONS

(Executive Order 11246).

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should

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reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.



(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities toensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these

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specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority and Female Participation in Timetables, Each Trade: **28.3%, 6.9%**

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.

a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified Small Business and Minority Firms on solicitation lists.
2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a1 through a5 above.

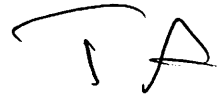
b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

CIVIL RIGHTS ACT OF 1964. *Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

SECTION 503 OF THE REHABILITATION ACT OF 1973. *Any contract in excess of $10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.*

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. *No person in the United States on the grounds of race, color, national origin, or sex be excluded from*



participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, as amended. *Covered contracts entered into by any department or agency for the procurement of personal property and non- personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.*

AGE DISCRIMINATION ACT OF 1975. *No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*



COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $150,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal. Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilizes) in the performance of any non exempt contract or subcontract,. is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act,** as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

LABOR CODE SECTIONS
(1771, 1774, 1775, 1776,1777.5, 1813, AND 1815)

§1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

§1775.
(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision **(b)**, by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (i) The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (ii) The penalty may not be less than thirty dollars ($30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified

prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(C) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§1776.
(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision(a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor

Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management

Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10- day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§1777.5.

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order

to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision(g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.



CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name Langley Senior Citizen Center and Barnes Park Gymnasium Restrooms Rehabilitation

Contracting Agency City of Monterey Park Project Number: No. 2024-003

This is to certify that the principal and the authorized payroll officer(s), listed below, have received and read and a copy of the ***Federal Labor Standards Provisions (HUD-4010)*** and a copy of the ***Contractor's Guide to prevailing Wage Requirements*** *for* ***Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed projects.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the ***Statement of Compliance*** forms which will accompany each weekly payroll report for contractor listed below during the duration of this project.

US Builders and Consultants Inc.
☒ Contractor ☐ Subcontractor Business Name

1067739
License Number

Tamer Awad
Payroll Officer Name (Print)

Payroll Officer (Signature)

Payroll Officer Name (Print)

Payroll Officer (Signature)

Tamer Awad
Name of Person Authorized to Sign (Print)

(Authorized Signature)

Vice President
Title

05/13/2024
Date

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(03/31/17)

TO: _____
(Name of Labor Union, Workers Representative, etc)

_____
(Address)

Contractor Name: US Builders and Consultants Inc.

Project Name: Langley Senior Citizen Center And Barnes Park Gymnasium Restroom Rehabilitation Centers

Project Number: No. 2024-003

The Undersigned contractor holds a contract with City of Monterey Park, involving funds provided by the U. S. Government, or a subcontract with a prime contractor holding such contract. Under the provisions included in the contract or subcontract for the above referenced project, and in accordance with Executive Order 11246, the undersigned contractor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

The undersigned contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability; and require affirmative action by prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

Copies of this notice will made available to worker representatives and be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Tamer Awad
(Print Name)

By: _____
(Signature)

05/13/2024
(Date)

Vice President
(Title)

BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

Bidder/Contractor's Name:	US Builders and Consultants Inc.		
Business Address:	42 Sorrento, Irvine, CA 92614		
Telephone Number:	714-317-8402	**Email:**	tamer@us-builders.com
California State Contractor's License Number and Class:	**#:** 1067739		
	Class: A & B		
Tax Identification Number:	85-2750426		
DIR Contractor Registration Number:	1000756487		
UEI Number:	118497470		
Business License: Do you currently have an active City Business License?	☐ **YES** **#:**		
	☒ **NO**		
Number of years of experience the company has as a contractor:	3		
DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)	All Workers - General Contractor		
Has the company or any principal having an interest in this Bid ever failed to complete a project?	☐ **YES** ☒ **NO** **If yes, explain:**		
Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"	☐ **YES** ☒ **NO** **If yes, explain:**		
Type of Firm:	☐ **Individual** ☐ **Partnership** ☐ **Limited Liability Company** ☒ **Corporation (State** CA **)** ☐ **Other (specify)**		

- [ ] Minority Business Enterprise(MBE)
- [ ] Women Business Enterprise (WBE)
- [ ] Small Disadvantaged Business (SDB)
- [ ] Veteran Owned Business
- [ ] Disabled Veteran Owned Business
- [x] None Apply

List at least three related projects completed in the last 1 e (5) years:

1. Name of Project: Project No. 13476

Contact: Ziad Mazboudi	**Phone:** 626-532-2018
Location of Project (City/State): San Bernardino , CA	
Contact Amount: $819,983	**Date Completed:** 2023

Brief Description of Work:
Project No. 13476, ADA restroom renovations at Paul Villasenor library and Howard Rowe Library

2. Name of Project: City Hall Refurbishment and Safety Project

Contact: April Baumgarten,	**Phone:** 949-639-0568
Location of Project (City/State): Laguna Woods, CA	
Contact Amount: $158,154	**Date Completed:** 2022

Brief Description of Work:
City hall refurbishment, Building a kitchen and connecting Utilities

3. Name of Project: Bruggemeyer Library Story Time

Contact: Anthony Bendezu	**Phone:** (626) 307-1283
Location of Project (City/State): Monterey Park , CA	
Contact Amount: 109,000	**Date Completed:** 05/2024

Brief Description of Work:
Library Renovations, Drywall, Flooring, Painting

Surety Company that will provide all Insurance Requirements:

Name of Surety:	Merchant Bonding Company
Address:	P.O Box 14498, De Moines, Iowa 50306
Surety Company:	Merchant Bonding Company

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☒has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☒has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: $_____

Awarding Agency: _____

Contractor Name: U S Builders and Consultants Inc Total Number of Employees 5

Affiliate Company: N/A

By: Tamer Awad

Title: Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: US Builders and Consultants Inc.

Address: 42 Sorrento,

State: CA Zip Code: 92614 Telephone Number: (714) 317-8402

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with the awarding of any Federal contract, the making of and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

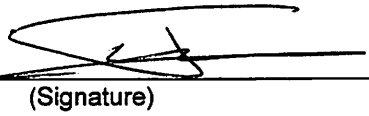
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: This certification Is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification Is a prerequisite for making or entering Into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Tamer Awad
(Print Name)

By: 
(Signature)

05/13/2024
(Date)

Vice President
(Title)

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

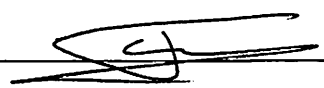
To the CITY / COUNTY of City of Monterey Park
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Company Name: US Builders and Consultants Inc.

Company Officer Name: Tamer Awad/ Vice Presient

Signature:  Date: 05/13/2024

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (*name and address of requesting agency*)

2. PROJECT NAME AND NUMBER
Langley Senior Citizen Center
And Barnes Park Gymnasium
Restroom Rehabilitation Centers
No. 2024-003

3. LOCATION OF PROJECT (City, County and State)
Monterey Park, LA, CA

4. BRIEF DESCRIPTION OF PROJECT
Restrooms Rehabilitation of 2 Senior Citizen Facilities

5. CHARACTER OF CONSTRUCTION
- ☐ Building
- ☐ Heavy
- ☐ Highway
- ☐ Residential
- ☒ Other (specify)

Public Building Rehabilitation

6. WAGE DECISION NO. (include modification number, if any) **DATE of WAGE DECISION:**

☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Noted 1.		

9. PRIME CONTRACTOR (name, address)
US Builders & Consultants Inc

9a.
- ☑ Agree
- ☐ Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

9b. SIGNATURE **DATE** 5/14/24

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

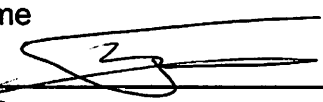
Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA),he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

US Builders and Consultants Inc.	42 Sorrento
Name of Contractor/Subcontractor	Address
Tamer Awad	Vice President
Print Name	Title
	05/13/2024
Signature	Date

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 05/14/2024 Project Number: No. 2024-003

Company: US Builders and Consultants Inc.

Address: 42 Sorrento, Irvine, CA 92614

By: 

Title: Tamer Awad, Vice president

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☒has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 5/14/24 Project Number: _____ Contract Award: $_____

Awarding Agency: _____

Contractor Name: US Builders and Consultants Inc. Total Number of Employees 5

Affiliate Company: N/A

By: _____ Tamer Awad

Title: Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

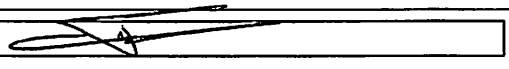
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subjec t to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* CONTRACTOR/SUBCONTRACTOR	US Builders and Consultants Inc.
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Tamer
Middle Name:	
* Last Name:	Awad
Suffix:	
* Title:	Vice President
* SIGNATURE:	
* DATE:	05/14/2024

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

05/14/2024 No. 2024-003

Date: 05/14/2024 Project Number: No. 2024-003

Project Name: Langley Senior Citizen Center And Barnes Park Gymnasium Restroom Rehabilitation Centers

Company Name: US Builders and Consultants Inc.

Address: 42 Sorrento, Irvine, CA

Print Name: Tamer Awad

Title: Vice President

Signature:

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

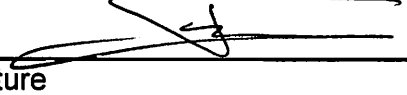
Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA),he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

US Builders and Consultants Inc.	42 Sorrento
Name of Contractor/Subcontractor	Address
Tamer Awad	Vice President
Print Name	Title
	05/13/2024
Signature	Date

NOTICE OF SECTION 3 COMMITMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): US Builders & Consultants Inc

Project Name:_____Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Number	**Job Classification**
	Noted 1.

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is_____. For additional information, you may contact_____,_____at (_____)_____.
Contact Person's Name Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Tamer Awad
(Print Name)

By: _____
(Signature)

5/14/24
(Date)

Vice President
(Title)

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: US Builders and Consultants Inc.

Address: 42 Sorrento,

City/State/Zip Code: Irvine, CA 92614

Telephone Number: 714-317-8402 **Email Address:** Tamer@us-builders.com

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons,**
(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____Hours
- Indicate total number of labor hours performed by all workers: _____Hours
- Calculate the percentage of labor hours by Section 3 workers: _____%

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.** (Attach proof of public housing or Section 8-assisted housing residence.)

☒ **D. The above-mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:**
Submit *Notice of Section 3 Commitment* Form

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)
I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature | Vice President (Title) | 05/13/2024 (Date)

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:
☐ 51% owned by low- or very low-income persons,
☐ 75% of labor hours performed by Section 3 workers, or
☐ 51% currently owned and controlled by public housing or Section 8-assisted housing residents.
☐ None of the above.

Approved by: (Print Name)_____ **Signature:**_____ **Date:**_____

SECTION 3 INCOME CERTIFICATION

Printed on: ***Effective Date:***

INSTRUCTIONS: A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75. This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income". To complete this statement, fill in the blank fields below, then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

BASIC INFORMATION:

Last Name: **First Name:**

Address:

ENTER/SELECT THE APPROPRIATE INFORMATION TO CONFIRM YOUR WORKER STATUS.

1. Are you a resident of public housing or a housing choice Voucher Holder (Section 8)? ☐ YES ☐ NO
2. Are you a Youth Build participant? ☐ YES ☐ NO
3. Do you live within one mile of the Project? ☐ YES ☐ NO

Noted!

DEFINITION OF INCOME:

HUD 24 CFR Part 5

Low-income person means individuals whose incomes do not exceed 80 percent of the median income for the area.

Very low-income person means individuals whose incomes do not exceed 50 percent of the median family income for the area.

To verify Income Limits by Area: https://www.huduser.gov/portal/datasets/il.html#2021

*Please note that HUD updates income limits annually

In the field below, select the amount of individual (employee only) income you believe you earn on an annual basis.

☐ Less than $20,000	☐ $35,001 – $40,000	☐ $55,001 – $60,000
☐ $20,001 – $25,000	☐ $40,001 – $45,000	☐ $60,001 – $65,000
☐ $25,001 – $30,000	☐ $45,001 – $50,000	☐ $65,001 – $70,000
☐ $30,001 – $35,000	☐ $50,001 – $55,000	☐ More than $70,000

INCOME INFORMATION:

Annual gross income **(Individual/ One Person)** = $ _____

IDENTIFY COUNTY:

☐ Los Angeles County ☐ Orange County ☐ Riverside County ☐ San Bernardino County

TA

CERTIFICATION

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT

The above-named person is: An applicant ☐ A permanent full-time ☐ A new hire/employee ☐

I certify that this person's annual gross income is/will be: $_____

This person's work Classification is: _____ Date of hire: _____

Business Name	*Printed Name of Owner /Agent*	*Signature of Owner/Agent*	*Date*

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.*

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

Printed Full Name	**Signature**	**Date:**

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

THIS SECTION MUST BE COMPLETED BY LABOR COMPLIANCE AGENCY

The above individual is (Check the applicable statement below):

☐ A *Section 3* worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2) The worker is employed by a Section 3 business concern.
3) The worker is a YouthBuild participant.

☐ A *Targeted Section 3* worker who currently fits at least one of the following categories, as documented:

1) A worker employed by a Section 3 business concern; or
2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   a. Living within the service area or the neighborhood of the project.
   b. A YouthBuild participant.

☐ Not a Section 3 worker or Targeted Section 3 worker.

Initial: ____

Noted! 2

QUALITATIVE EFFORTS FOR CONTRACTORS

☐ **Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.**

Date of Outreach Effort	Address of Outreach Effort

☐ **Provided training or apprenticeship opportunities.**

Date of Training	Address of Training

☐ **Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).**

Date of Technical Assistance	Address of Technical Assistance

☐ **Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.**

Date of Workers Assistance	Address of Workers Assistance

☐ **Held one or more job fairs.**

Date of Job Fair	Address of Job Fair

☐ **Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).**

Noted / TA

Date of Referral	Type of Service Provided or Referred

☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

☐ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach

☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

Noted! TF

☐ **Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.**

Date of Activity	Name of Business Registry

☐ **Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.**

Date of Activity	Description of Activity

☐ **Other:** _____

Date of Activity	Description of Activity

Noted!

TA

Contractor/Subcontractor Name | **Signature** | **Date:**

Submit after project completion

SECTION 3 ECONOMIC OPPORTUNITY REPORT

1. Recipient Name and Address (Recipient, Sub-recipien Contractor, Subcontractor)	2. Project Number: (Contract/Award No.)	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone: (Include Area Code)
	6. Project Number:	7. Date Report Submitted
	8. Project DIR Number:	

Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 25% of Labor Hours)

(For additional boxes, submit a separate page attached to this report.)	TOTAL NEW HIRES	TOTAL SECTION 3 HOURS	TOTAL TARGETED SECTION 3 HOURS	TOTAL LABOR HOURS WORKED BY **ALL WORKERS**	TOTAL TARGETED/ SECTION 3 LABOR HORUS
Prime Contractor					%
Subcontractor 1					%
Subcontractor 2					%
Subcontractor 3					%
Subcontractor 4					%
Subcontractor 5					%
TOTAL					%

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

	Name Subcontractor	Business Concern			
1		Yes		No	
2		**Yes**		No	
3		Yes		No	
4		**Yes**		**No**	
5		Yes		No	

Part III: Signatures

The work under this contract is subject to the Section 3 provisions of the Housing and Urban Development Act of 1968. The undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

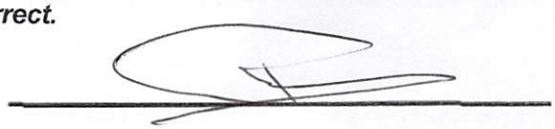
I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Tamer Awad

(Print Name)

5/14/24

(Date)



(Signature)

vice president

(Title)

ATTACHMENT D

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
US Builders and Consultants Inc. 42 Sorrento, Irvince CA 92614	Tamer Awad Title Vice President

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

U. S. Department of Housing and Urban Development
Office of Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Division Directors
HUD Field Offices
HUD Regional Offices

NOTICE: CPD-2023-12

Issued: **November 2, 2023**

Expires: Effective until amended, superseded, or rescinded

Cross Reference:
Sections 70901-52 of Pub. L. No. 117-58

Subject: CPD Implementation Guidance for the Build America, Buy America Act's domestic content procurement preference as part of the Infrastructure Investment and Jobs Act.

This Notice provides initial implementation guidance for programs administered by the U.S. Department of Housing and Urban Development's (HUD) Office of Community Planning and Development (CPD) for the "Buy America Preference" (BAP) imposed by the Build America, Buy America Act (BABA) enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) signed into law on November 15, 2021.

This Notice provides CPD grantees and participating jurisdictions, collectively referred to as grantees, an overview of BABA, including key terms, HUD actions to implement BABA, guidance on HUD's general waivers, the phased implementation schedule for the BAP on CPD programs, and proposed next steps. The attached addenda include answers to frequently asked questions, examples of when the BAP applies for CPD grantees, and sample BAP language for agreements.

Purpose of the Notice

This Notice is intended to notify grantees of the "Buy America Preference" (BAP) requirement under the Build America, Buy America Act (BABA) as they apply to CPD programs. This Notice identifies the CPD programs and activities that must comply with BABA along with the timeline for the application of the BAP. It also highlights issues that grantees will want to consider when preparing for HUD's full implementation of the BAP, as described in "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001, effective March 15, 2023). This Notice refers to 88 Fed. Reg. 17001 as the "Phased Implementation Waiver" which establishes BAP implementation points according to a schedule across HUD programs.

Note: The guidance provided in this Notice is subject to change if the Office of Management and Budget (OMB) updates guidance on the application of BABA for Federal financial assistance (FFA) programs for infrastructure.

I. Overview of Build America, Buy America Act

The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901-52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD. In BABA and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products applies to funding from CPD programs for infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section III.

Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference

would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency, including HUD, must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Section IV.

A. Federal Government-wide Guidance on BABA

As a part of the Federal government's support of domestic production and manufacturing through infrastructure investments, OMB and HUD have taken several steps to implement the BAP by providing guidance and issuing HUD general waivers.

On August 23, 2023, OMB issued final rules for 2 CFR Parts 184 and 200 and provided further guidance on implementing the statutory requirements and improving FFA management and transparency (88 Fed. Reg. 57750, effective October 23, 2023). These government-wide regulations apply to HUD programs and provide direction on implementing a BAP waiver process. The new and revised regulations also provide additional guidance on construction material standards, the cost components of manufactured products, and their definitions.

On October 25, 2023, OMB issued guidance to all Federal agencies on how to implement BABA consistently across the government. The "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02) (OMB Guidance) directs Federal agencies, including HUD, on how to apply the BAP and provides an overview of the BAP waiver requirements. OMB may also issue additional or updated guidance in the future, and HUD will update its guidance as necessary.

B. HUD Actions and Guidance on BABA

BABA is a new and complex statute, which became effective in 2022. As such, establishing governmentwide guidance on these new statutory requirements has been an iterative process. Since the passage of BABA, HUD has worked diligently to implement the BAP for all HUD programs. Before the law became effective on May 14, 2022, HUD established a Department-wide BABA leadership committee. Beginning in June 2022, HUD issued a Request for Information (RFI) and collected public comments on potential BABA implications for HUD grantees. Based on these comments and to ease the transition in complying with the BAP, HUD proposed and received four general waivers for covered FFA, which includes CPD programs. These waivers and other BABA information are available on HUD's website at BABA | HUD.gov / U.S. Department of Housing and Urban Development (HUD). Further details on these waivers and their application to CPD programs are provided in Section IV of this Notice.

CPD has taken several actions to notify and communicate with stakeholders and grantees on BABA requirements and their impact on CPD programs. All CPD Fiscal Year (FY) 2022 grant transmittal letters and notices of funding opportunities (NOFOs) included a reference to the BAP

under BABA. For the FY2023 funding allocations, all CPD grant agreements with covered FFA included a clause to require that the grantee must comply with BABA, as applicable. Throughout 2023, CPD has held BABA information sessions for CPD grantees and has a dedicated email box at CPDBABA@hud.gov to answer questions from individual grantees and stakeholders.

HUD is continuing to work towards implementing BABA across its covered FFA programs. Next steps include establishing a centralized waiver process for all HUD covered programs. CPD is incorporating BABA in its existing reporting systems and processes. To assist grantees, CPD is also developing additional guidance materials and support as the phased implementation of BABA progresses.

II. Definitions

Key terms that have relevance to the interpretation and implementation of the BAP for CPD programs are defined in the BABA statute and may be found in 2 CFR part 184 and OMB guidance.

A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)

B. Buy America Preference is defined in 2 CFR § 184.3 and means the "domestic content procurement preference" set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

C. Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

   i. Iron or steel products;
   ii. Manufactured products;
   iii. Construction materials; or
   iv. Section 70917(c) materials.

   An article, material, or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy America Preference for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or

supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

i. Non-ferrous metals;
ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
iii. Glass (including optic glass);
iv. Fiber optic cable (including drop cable);
v. Optical fiber;
vi. Lumber;
vii. Engineered wood, and
viii. Drywall.

(2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

F. Covered Materials includes the following when used in connection with an Infrastructure Project:
(A) all iron and steel;
(B) all Manufactured Products; and
(C) all Construction Materials.

G. Covered CPD Programs. The term "covered CPD programs" means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.

H. Grantee. The term "grantee," as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:

(A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or

(B) pre and post disaster or emergency response expenditures.

J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other

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maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

K. Infrastructure Project. The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

L. Iron and Steel Products. The term "iron and steel products" is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

N. Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

O. Manufactured Products is defined in 2 CFR 184.3 and means:

(1) Articles, materials, or supplies that have been:
(i) Processed into a specific form and shape; or
(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities.

TA

R. Not Listed Construction Materials. The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
ii. glass (including optic glass); and
iii. drywall.

S. Obligate. The term "obligate," for purposes of HUD's phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD's execution of the grant agreement.

T. OMB Guidance. The term "OMB guidance" refers to 2 CFR Part 184, the "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA's Buy America Preference.

U. Pre and Post Disaster or Emergency Response Expenditures. The term "pre and post disaster or emergency response expenditures" means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre and post disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

V. Produced in the United States is defined in 2 CFR 184.3 and means:

i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
ii. In the case of manufactured products:
    1. The product was manufactured in the United States; and
    2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according

to 2 CFR 184.5.

iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

W. Project. The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).

X. Section 70917(c) Materials. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered "construction materials" for the purpose of BABA implementation.

Y. Specifically listed construction materials. The term "specifically listed construction materials" for HUD programs includes:

a. non-ferrous metals;
b. lumber;
c. composite building materials; and
d. plastic and polymer-based pipe and tube.

III. Applicability of the BAP on CPD Programs

Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered CPD Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA. Covered CPD Programs currently include:

- Community Development Block Grant Formula Programs (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)
- Self-Help Homeownership Opportunity Program (SHOP)
- Special NOFA for unsheltered and rural homeless
- Veterans Housing Rehabilitation and Modification Program (VHRMP)
- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Section 4 Capacity Building
- Rural Capacity Building
- Pathways to Removing Obstacles to Housing (PRO Housing)
- Preservation and Reinvestment Initiative for Community Enhancement (PRICE)

- FY23 Permanent Supportive Housing (PSH) Funds

This list of Covered CPD Programs is subject to change if there are any changes to the eligible uses of funds or the establishment of new programs that fund infrastructure and are covered by BABA.

CPD Programs Not Covered by BAP:

Under Section 70912(4)(B), the BAP does not apply to Federal funds for "pre and post disaster or emergency response." The following CPD funds are administered for disaster or emergency-related purposes and therefore the BAP does not apply:

- Community Development Block Grant – Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant – Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBG-NDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)

Additionally, the Community Compass Technical Assistance program is excluded from the BAP as the program does not fund any covered infrastructure activities.

IV. Buy America Preference Waivers Currently in Effect for HUD Programs

Under Section 70914(b), HUD is able to issue, after consultation with OMB's MIAO, general waivers, and project-specific waivers to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. In order for HUD to consider either a general or project specific waiver request and be able to review it with OMB, the waiver must include a detailed written explanation and allow for the public to comment for at least 15 days, as required under Section 70914(c).



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (*name and address of requesting agency*)

2. PROJECT NAME AND NUMBER
Langley Senior Citizen Center
And Barnes Park Gymnasium
Restroom Rehabilitation Centers
No. 2024-003

3. LOCATION OF PROJECT (City, County and State)
Monterey Park, LA, CA

4. BRIEF DESCRIPTION OF PROJECT
Restrooms Rehabilitation of 2 Senior Citizen Facilities

5. CHARACTER OF CONSTRUCTION
- ☐ Building
- ☐ Heavy
- ☐ Highway
- ☐ Residential
- ☒ Other (specify)

Public Building Rehabilitation

6. WAGE DECISION NO. (include modification number, if any)
DATE of WAGE DECISION:
☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Noted!		

9. PRIME CONTRACTOR (name, address)
US Builders & Consultants

9b. SIGNATURE [signature]
DATE 5/14/24

9a.
☐ Agree
☐ Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A public hearing to consider the following applications: 1) Tentative Map No. 84188 (TM-23-05); 2) Design Review (DRB-23-105); and 3) a Development Agreement between The Commons of MPK, LLC and the City of Monterey Park, including the adoption and approval of a Mitigative Negative Declaration for the construction and subdivision of air rights for a 64-unit condominium project, including 7 affordable units through a Density Bonus for properties located at 338-410 S. Alhambra Avenue, also identified by Assessor's Parcel Numbers 5259-004-036, 037, and 038

RECOMMENDATION:

It is recommended that the City Council consider:

1. Continuing the public hearing to the July 17, 2024 City Council meeting; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The proposed project is a 64-unit mixed-market rate and affordable housing development. The subject property is located on the east side of South Alhambra Avenue, at the easterly terminus of Peach Street, and south of Newmark Avenue.

Staff recommends that this item be continued to the July 17, 2024 City Council meeting to allow time for final negotiation of the Development Agreement terms.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Planning Manager

Approved by:

Inez Alvarez
City Manager

Justin A. Tamayo
Deputy City Attorney

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: Public Hearing - 4B

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Adoption of a Resolution Updating the Master Schedule of Fees and Charges

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing to consider proposed updates to the City's fee schedule;
2. Adopting a Resolution approving a Master Schedule of Fees and Charges; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's Master Schedule of Fees and Charges ("Master Fee Schedule") sets fees for various services and activities provided by the City. To ensure that appropriate levels of cost recovery for services and activities are included in the Master Fee Schedule, the City contracted Willdan Financial Services to prepare a detailed cost of service and fee analysis, commonly referred to as a User Fee Study (Attachment 1). The User Fee Study calculated the City's actual costs for services and those costs have been incorporated into the proposed Master Fee Schedule. The Finance Director recommends that the City Council proceed with a public hearing to consider adopting the updated Master Fee Schedule (Exhibit A). Except for certain planning related fees, all the fees identified in the Master Fee Schedule would become effective on July 1, 2024 (the planning related fees would take effect August 18, 2024).

BACKGROUND:

Cities traditionally provide a range of municipal services for members of the community including constructing public facilities, providing recreational activities, and providing public safety services. The cost of such services is generally paid for through various sources of tax revenue including property taxes and sales tax.

The cost of specialized services, however, is generally paid for by persons who use such services. Without charging user fees for these services, local government would be required to decrease funding of other, more traditional, public services that are utilized by a broader range of the public as police protection, animal control, street maintenance, park facilities and open space.

The amount of user fees must be carefully balanced: if charges are too high, e.g., if the fee amount exceeds the cost of providing the services, the fee may constitute a special tax that (absent voter approval) cannot be collected (see, Cal. Const., art XIIIC, §1(e)). If the charge is too little, the City will be unable to fully recover its costs.

As provided by law, mathematical certainty in calculating fees is not required; it only requires a reasonable relationship between the cost of service and the fee amount. The fees recommended on the proposed Master Fee Schedule incorporate the fully burdened hourly rates for each employee providing each service or activity. The fully burdened direct labor cost is the sum of annual salary and benefits, department direct overhead costs, and central department overhead cost allocation. The updated 2024 fully burdened hourly rate schedule is included with this report.

There may be instances where a city finds that subsidizing the cost of certain services makes sense. For example, user fees for recreational activities may be less than full cost recovery since those services generally serve the public good. In contrast, it may be in the public's interest to charge fees that ensure full cost recovery for private development projects. The assumption in the fee amounts recommended by staff is that the cost of service benefiting individuals, and not the public in general, should be borne by the individual receiving the benefit. Setting user fees, therefore, is substantially similar to establishing prices for services.

The current Master Fee Schedule was adopted June 1, 2022, and it permits an automatic annual increase based on the percent increase of the Consumer Price Index (CPI) for All Urban Consumers for the prior 12-month period ending on April 30th, and it is applied and effective on July 1st of each year (beginning July 1, 2025).

The proposed Resolution includes several new fees to be incorporated in the Master Fee Schedule (Exhibit A) and are highlighted in yellow. These new fees have been calculated with a reasonable relationship between the cost of service and the fee amount.

Public Notice:
To any fee adjustment, a municipality must hold at least one public hearing, and publish notice of the hearing ten days prior to the hearing. The public hearing was published in the Monterey Park Press on Monday, June 3, 2024.

Pursuant to Government Code § 66017, all fees related to the Economic and Community Development of the City set forth by resolution will become effective 60 days after adoption and will remain effective unless repealed or superseded. All other fees and charges will become effective upon adopting a resolution.

FISCAL IMPACT:

The proposed Master Schedule of Fees and Charges will allow the City to adequately recover the costs for the services and activities that it provides.

Respectfully submitted by:

Martha Garcia
Director of Finance

Prepared by:

Patricia Cruz
Financial Analyst

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Willdan Financial User Fee Study
2. Resolution with Exhibit A - Proposed Master Schedule of Fees and Charges

ATTACHMENT 1
Willdan Financial User Fee Study

City of Monterey Park





User Fee Study

June 18, 2024

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Executive Summary

The City of Monterey Park (the "City") engaged Willdan Financial Services ("Willdan") to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fees and program activities. This report and the appendices herein identify 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Policy Considerations

User Fees recover costs associated with the providing specific services benefiting the user, thereby typically reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the City's Cost Allocation Plan. This plan was used in the User Fee study to account for the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost through the study.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of Consumer Price Index ("CPI") as it is widely well known and accepted. A similar inflator is the implicit price deflator for Gross Domestic Product ("GDP"), which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can also be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every five years, which would include adding, amending, or removing fees for programs/services.

Study Objective

As the City of Monterey Park seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. A User Fee Study provides assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services; including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Monterey Park departments and fee groups:

- General Administration
- Recreation / Community Services
- Fire
- Library
- Police
- Community Development
- Building and Safety
- Public Works
- Parking Fines

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff provide them at existing, or reasonably anticipated service levels and according to staffing needs, and policy and procedure requirements. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the utilized tools, techniques, or alternative approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the "reasonable cost" of each service provided by the City for which it charges a User Fee. The full cost of providing a service may not necessarily become the City's fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for such fees is the "estimated, reasonable cost" principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates ("FBHRs") that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

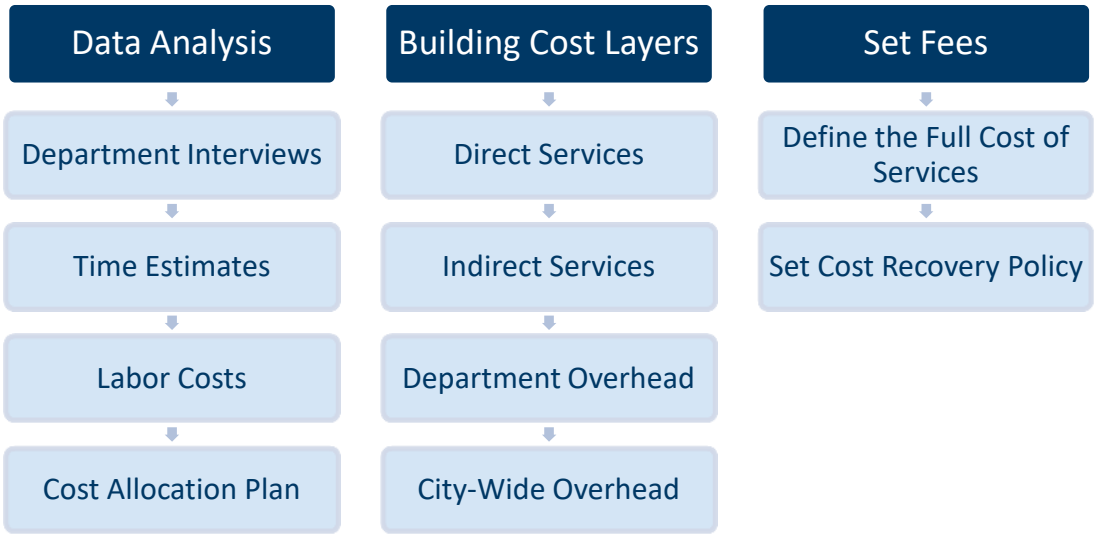
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to 1,650 productive or billable hours to account for calculated or anticipated hours' employees are involved in non-billable activities such as paid vacation, sick leave, holidays, and other considerations as necessary. Dividing the full cost, including overhead, of a position by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate for how a service is provided, to calculate a fee's cost based on the personnel and the amount of their time that is involved in providing each service.

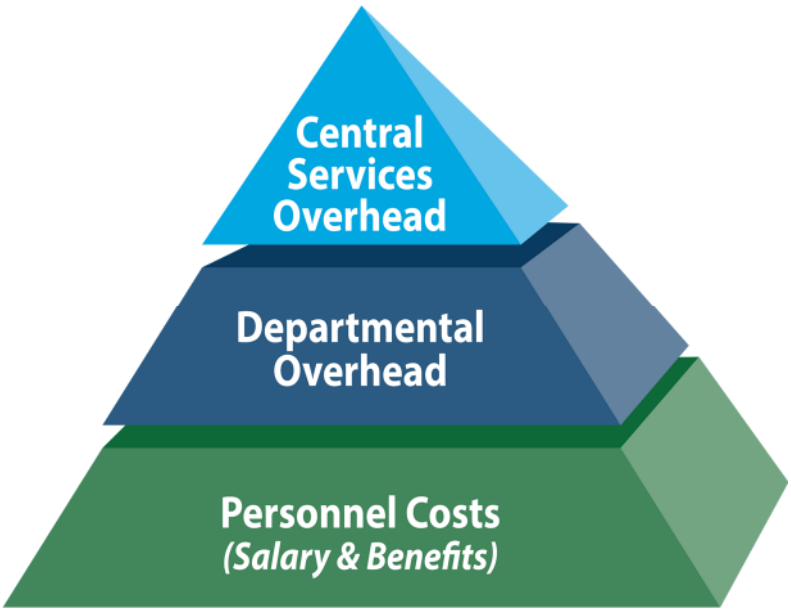
Summary Steps of the Study

The process of the study is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service ***(Appendix A)***. Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:



- ***Direct Labor (Personnel Costs):*** The costs related to staff salaries for time spent directly on fee-related services.
- ***Departmental Overhead:*** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- ***Central Services Overhead:*** These costs, as provided via the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.

Methodology

The three methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence rental based fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit a programs' needs and goals. Typical programmatic approach cases are facility use fees, penalties, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Valuation Based Fees: This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for City staff to complete the service provided. More specifically, this approach is commonly used for certain User Fees in the Building Division. It is generally accepted that as a project's size scales up, the cost of the project increases, and the amount of effort needed to review and inspect also increases. Using a valuation-based fees provides for a system that can adjust as project sizes scale. Land is not included in the valuation.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- Peer and Manager reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in ***Appendix C***, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been determined in a previous study
    - Departmental overhead and administration costs
    - Internal Service Fund charges
    - Indirect overhead from a Cost Allocation Plan, or central service overhead allocation
- Changes in processes and procedures within a department, or the City as a whole
- Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation
- Suggested fees for Council consideration

A User Fee Study requires significant involvement of the managers and line staff from the departments on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Monterey Park User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in ***Appendix C***. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were obtained through interviews conducted with City staff for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time data used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service, and will differ from City to City depending on staffing, positions involved, experience on staff, the use of consultants, and the policies and procedures in place for each City. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The primary goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility of determining the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no fixed rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Monterey Park, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

The general concept for a user fee is that individuals (or groups) who receive a private benefit should pay 100% of the full cost of services provided to that individual (or group) that is separate from the general public. Services that are a public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, some services fall into the range between these two extremes.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without overburdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be paid for by another revenue source, typically the General Fund's other unobligated funds. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not have available funds that are otherwise directed to cover fee subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (or higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these results may be desirable to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

The Finance Director is recommending setting user fees at 100% of the full cost identified in this study except for specific considerations where it makes sense. City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors should influence recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and updating to a consistent and comprehensive fee schedule were the primary objectives of this study. The Finance Director has reviewed the full costs and identified the recommended fee levels for consideration by City Council. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to ***Appendix C*** of this report.

General Administration

General Administration includes City Clerk and Finance fees.

The City Clerk is an elected position. Employees within the City Clerk office are responsible to the electorate for keeping a complete and accurate record of City Council proceedings, maintaining official city records, supplying public information and conducting municipal elections according to the applicable laws.

The Finance Department provides centralized revenue collection, financial planning, budgeting, reporting and analysis, treasury and investment, debt management, grant accounting, purchasing, accounts payable, payroll, and audits. In addition, the Department establishes and maintains the City's administrative policies and procedures for internal controls. The Department follows Federal and State laws, rules, and regulations to prepare many mandated reports. The Finance Department oversees and maintains the City's information systems and communication systems. The Department maintains a customer service counter and serves as the central cashiering point for the City. It prepares utility billing and administers laws related to business license, utility tax, transient occupancy tax, admissions tax, and franchise tax.

Analysis

Willdan individually reviewed the services associated with General Administration. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of the General Administration services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved with providing the service to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. The department Director suggests fees be set close to full cost recovery except for continued subsidy for the photocopying fee as detailed in ***Appendix C***. As a result, there would be:

- An increase for 2 fees; and
- 7 fees would remain as currently set.

Fire

The Fire Department is organized into six divisions: Fire Administration, Fire Prevention, Emergency Operations, Emergency Medical Services, Community Risk Reduction, and Code Enforcement.

The Fire Chief is the administrative manager of the Department with the Emergency Operation Division being divided into three platoons with each managed by a Division Chief.

The Operations Division is primarily responsible for emergency response, training, vehicle fleet and Fire/EOC facilities maintenance. The Emergency Medical Services Division is responsible for operating advanced life support ambulance fleet and overseeing our Paramedic program. The Community Risk Reduction and Fire Prevention Divisions are responsible for the development and operation of the Monterey Park Emergency Operations Center, disaster preparedness needs, identifying community risks, arson investigations, life safety code enforcement, and community outreach education. The Code Enforcement Division enforces Chapter 4.30 of the Monterey Park Municipal Code (i.e., Neighborhood Preservation) and other parts of the MPMC including Chapter 21 (Zoning). The Code Enforcement Division is responsible for the City's coordination of the annual L.A. County "Weed Abatement" program. The men and women of the Fire Department take great pride in providing service to the community with character, commitment, and competency.

Analysis

Willdan individually reviewed the services and programs associated with the Fire Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Fire services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. The department Director recommends that the City increase cost recovery to 100% for Fire services as detailed in ***Appendix C***. As a result, there would be:

- an increase to 38 fees;
- 2 new fees would be added;
- 7 fees would decrease; and
- 94 fees would remain as currently set.

Library

The Library serves the entire community by maintaining a diversified collection of print and electronic books, magazines, periodicals and audio-visual materials in community languages; providing public computer access, Wi-Fi in the building, internet hotspots and laptops for home use to support digital literacy and address the digital divide; teaching English and helping residents become citizens; supporting children and families with collections, services and partnerships to encourage early literacy, school readiness and academic success, and lifelong learning; providing opportunities for personal growth and workforce development through Career Center services; and preserving Monterey Park's heritage by collecting local information and materials of historical significance.

Analysis

Willdan individually reviewed the services and programs associated with the Library. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Library Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. Some rental services are also included in the Library fee schedule and under Proposition 26 can be set based on policy and market factors since there is market availability. The department Director is suggesting reasonable fee adjustments to the fee schedule, and they are detailed in ***Appendix D***. As a result, there would be:

- an increase to 6 fees;
- 1 new fee would be added;
- 9 fees would decrease; and
- 6 fees would remain as currently set.

Recreation / Community Services

The Recreation and Community Services Department is responsible for the development, implementation, coordination, and delivery of a variety of recreational and leisure time activities and programs to promote the well-being and enjoyment of life of the City's residents through the fulfillment of their recreation, cultural, social and educational needs.

In addition to traditional programs, the Recreation and Community Services Department operates Community Dial-A-Ride, volunteer program, and state licensed Child Care programs; and schedules Facility and Picnic Reservations. The department is also liaison to four City Commissions: Recreation and Parks Commission, Commission on Aging, Sister Cities Commission, and Community Participation Commission.

The Recreation and Community Services Department operates many of its programs through alternative revenue sources. Specialized Recreation classes, Aquatics, Day Care, and Reservations are partially self-supported through the levy of user fees and charges. The Dial-A-Ride Program is financed by Los Angeles County voter-approved one-quarter percent sales tax revenue.

Analysis

Willdan individually reviewed the services and programs associated with the Recreation and Community Services Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of most Recreation and Community Services programs encompassed facility rentals and other recreation services. The fee for use of government owned facilities and property can be set discretionally by the City per Proposition 26 to reduce the cost to the public for related facilities costs, and because there is market availability for facility use elsewhere. The cost of acquisition, maintenance, repair, and upgrade to the City and subsequently the community is partially offset by rental or use fee revenue. These fees should be set using the knowledge of activity use for the facilities, policy desires of the City, and market factors when desirable. It is generally accepted that many Recreation programs provide a measure of public benefit to the residents and City as a whole. In addition, cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions and private businesses. Therefore, full cost recovery is typically not the primary goal of fee setting. Reasonable estimates for time for direct staff involvement on each fee were used in a cost analysis to determine direct staff fully burdened cost. The analysis found that all fees are currently set well below the direct staff's fully burdened cost of service. The department Director is suggesting reasonable fee adjustments to the fee schedule, as detailed in ***Appendix C***. As a result, there would be:

- An increase for 53 fees;
- 3 new fees would be added;
- 4 fees would remain as currently set; and
- Average fee change would be around a 17% increase and would maintain an average subsidy level of 65% for listed fees.

Police

The Monterey Park Police Department is a full-service police department providing public safety and law enforcement services to the City of Monterey Park. The Department is committed to providing professional, fair, compassionate, and dedicated law enforcement with integrity and respect. The Department coordinates with other City Departments to produce outstanding overall service to the community.

Analysis

Willdan individually reviewed the services and programs associated with the Police Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Police services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. The department Director recommends that the City increase cost recovery to 100% for Police services as detailed in ***Appendix C***. As a result, there would be:

- an increase to 14 fees;
- 2 new fees would be added;
- 11 fees would decrease;
- 11 fees and all Parking Fines would remain as currently set; and
- the average fee change would be an increase of 23%.

Community Development

The Community Development Department reviews all residential, commercial, and industrial projects in the city. The Planning Division writes and updates the City's General Plan and Specific Plans as well as Municipal Code Amendments to implement the General Plan. The Department reviews all projects for zoning compliance, processes zoning and land division applications and prepares/reviews all environmental assessments and reports. The Department also coordinates the development process with other City departments and agencies.

Analysis

Willdan individually reviewed the services and programs associated with the Community Development Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Planning services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that current fee levels are subsidizing the cost for most services to a large degree. The department Director recommends that the City increase cost recovery to 100% for Planning services as detailed in ***Appendix C***. As a result, there would be:

- An increase to 44 fees;
- 9 new fees would be added;
- 5 fees would remain as currently set; and
- the average fee change would be an increase of 82%.

Building & Safety

The Building and Safety Division enforces Title 16 of the Monterey Park Municipal Code. Division personnel are also required to enforce through plan check and site inspections the California Title 24 uniform codes (e.g., California Building Standards Code), as well as State and Federal regulations relating to the construction of structures and their safety. This Division's personnel must also maintain a high degree of knowledge and expertise in the areas of new technologies of construction and materials as well as on the numerous revisions that are promulgated by the professional building industry. It is also responsible for being the liaison to the City's Modification Committee.

Analysis

Willdan individually reviewed the services and programs associated with the Building & Safety Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Building & Safety services relied primarily upon a standard unit cost build-up approach (except for fees related to the Building Permit program), whereby Willdan determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for County Central Services. The analysis found that services are currently set below the full cost of providing them. The department head is recommending that the City set cost recovery for fees to 100% for Building & Safety services as detailed in ***Appendix C***. As a result, there would be:

- An increase to 45 fees;
- 12 fees would decrease;
- 3 fees would remain as currently set;
- 3 new fees would be added;
- the average estimated fee change would be a decrease of 7%; and,
- Building Permits would remain at their current fee amounts per Resolution 11771.

Public Works

The Public Works Department is responsible for providing and maintaining the City's infrastructure in a manner that ensures the health, safety, and welfare of the City's residents and visitors. This includes the design, construction, repair and maintenance of public land, roadways, sidewalks, sewers, and storm drains; public buildings and structures; water production, storage and delivery facilities; the repair and maintenance of City vehicles and equipment; and transportation services. The Department is made up of five divisions: Maintenance Services, Engineering, Community Transportation, Water Utility, and Parks.

Analysis

Willdan individually reviewed the services associated with the Public Works Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of the Public Works services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved with providing the service to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found a mix of fees that are currently set below and above their full cost. The department Director recommends that the City increase cost recovery to 100% for Public Works services as detailed in ***Appendix C***. As a result, there would be:

- An increase for 14 fees;
- 12 fees would decrease;
- 2 fees would change to Actual Cost from flat fee;
- 11 new fees would be added;
- 10 fees would remain as currently set; and
- the average fee change would be an increase of 29%.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The Fiscal Year End 2023 budget was used as the cost basis for overhead calculations. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that are charged directly to the service requestor.

City of Monterey Park, CA

Overhead Rate Calculations

Department	TOTAL SALARIES & BENEFITS* A	SERVICES** B	INTERNAL SERVICES** C	Direct Overhead %**** (B+C)/A	Indirect Allocation %***** Citywide %
ANIMAL CONTROL	143,397	3,610	49,376	37%	6%
BUILDING AND SAFETY	488,478	63,519	101,657	34%	6%
CITY CLERK	298,937	54,937	86,571	47%	0%
CITY COUNCIL	67,841	11,500	17,710	43%	0%
CITY MANAGER	501,706	41,100	136,555	35%	0%
CITY TREASURER	19,887	2,315	6,095	42%	0%
CODE ENFORCEMENT	220,041	38,990	76,631	53%	6%
ECO DEVELOPMENT	237,169	76,100	87,705	69%	6%
ENGINEERING	39,379	32,375	18,542	129%	6%
FINANCE	1,402,657	696,983	375,526	76%	0%
FIRE	8,964,458	1,081,368	2,823,593	44%	6%
HUMAN RESOURCES	274,509	159,500	47,183	75%	0%
LIBRARY	1,541,054	313,487	479,230	51%	6%
MEDIA PRODUCTION	195,559	101,118	28,113	66%	6%
PLANNING	353,346	29,650	79,134	31%	6%
POLICE	13,397,803	1,310,649	4,701,212	45%	6%
PUBLIC WORKS	353,740	124,709	151,363	78%	6%
PW - BUILDING MAINT	144,035	98,770	47,918	102%	6%
PW - PARKS	544,474	259,020	185,429	82%	6%
RECREATION & COMMUNITY SERVICES	782,638	306,310	421,231	93%	6%
RECREATION FUND	52,101	20,310	18,589	75%	6%
WATER FUND	2,433,130	488,943	2,556,983	125%	6%

* Inlcudes all personnel related costs budgeted to the below cost centers.

** Includes all budgeted services costs to the below cost centers excluding contract and professional services

*** Includes all budgeted internal services costs to the below cost centers excluding contract and professional services

**** Direct Overhead rate is only used in the process of calculating the fully burdened hourly rates for positions to recover a pro rata share of department operating cost.

***** Indirect overhead was provided by the City from Munis upload report.

Appendix B – Salary and Benefit Hourly Rates

Below are Salary and Benefit hourly rates of staff positions. The hourly rates were used in the study to determine the full cost of each service when combined with the associated overhead rates. They include the salary and benefit costs for each position based on the City's salary step schedule for positions as well as the appropriate benefits depending on each position's bargaining unit. The total salary and benefits are then divided by 1,650 productive or billable hours to reduce the total 2,080 workable hours in a year to remove hours when positions are paid but not on the job such as holidays, paid leave, and sick pay. A further reduction of under 10% is made for administrative, general, or non-specific work hours. When a position is used in the study to identify direct work hours spent on a fee or service the applicable overhead rates of the operating unit (shown in ***Appendix A***) is applied to that positions' salary and benefit rate to determine full cost recovery. For any user fee service request that is outside the scope of the fees detailed in ***Appendix C***, or for services for which there is no fee currently set, the City can charge up to the full cost of the service by using the salary benefit rate of the positions below along with the appropriate overhead factors from ***Appendix A***. An example of a fully burdened hourly rate calculation is below.

Position	S&B Hourly Rate	Department	Direct Overhead	Indirect Overhead %	Fully Burdenened Hourly Rate
	A		B	C	A*(1+B)*(1+C)
PERMIT TECHNICIAN II	$46.06	BUILDING AND SAFETY	34%	6%	$65.38
BUILDING INSPECTOR	$57.64	BUILDING AND SAFETY	34%	6%	$81.82

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position	S&B Hourly Rate
Position Rates	
ACCOUNT CLERK	$34.70
ACCOUNT CLERK P/T	$24.70
ACCOUNTANT	$42.97
CIVIL ENGINEERING ASSOCIATE	$55.61
ADMINISTRATIVE INTERN	$20.92
ADMINISTRATIVE SECRETARY	$41.50
ADULT LITERACY COORDINATOR	$56.76
ANIMAL SERVICES OFFICER	$37.85
ANIMAL SERVICES OFFICER P/T	$26.09
ANIMAL SERVICES SUPERVISOR	$48.64
ASSISTANT CITY MANAGER	$148.87
ASSISTANT DEPUTY CITY CLERK	$45.66
ASSISTANT PLANNER	$44.53
ASSISTANT POOL MANAGER P/T	$23.39
ASSISTANT TO CITY MANAGER	$74.41
ASSOCIATE PLANNER	$58.50
ASST CITY ENGINEER/ASST DIR PW	$89.27
ATTORNEY/INVESTIGATOR	$82.50
AUTO SHOP TECHNICIAN	$37.93
BUILDING INSPECTOR	$47.58
BUILDING OFFICIAL	$78.70
BUILDING TRADES TECHNICIAN	$37.44
CASHIER	$19.70
CHILD CARE ASSISTANT	$34.70
CHILD CARE COORDINATOR	$43.65
CHILD CARE TEACHER P/T	$21.45
CITY LIBRARIAN	$148.87
City Manager	$148.87
CIVIL ENGINEER ASSISTANT	$55.96
CIVIL ENGINEER TECHNICIAN	$48.64
CIVIL ENGINEERING ASSOCIATE	$55.61
CLERK TYPIST P/T	$20.92
CODE ENFORCEMENT OFFICER	$39.25
COMMUNICATION DISPATCHER	$47.56
COMMUNICATION DISPATCHER P/T	$33.06
COMMUNICATION DISPTACH TRAINEE	$39.30

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position Rates

Position	S&B Hourly Rate
COMMUNICATION MANAGER	$70.81
COMMUNICATIONS SUPERVISOR	$56.76
COMMUNITY COMMUNICATIONS COORD	$45.84
COMMUNITY MEDIA SPECIALIST P/T	$19.70
COMMUNITY SERVICE OFFICER	$37.79
COMMUNITY SERVICE OFFICER P/T	$25.15
CONSUMER SERVICE REPR.	$42.49
CONSUMER SERVICES SUPERVISOR	$60.53
CREW LEADER	$44.93
CRIME ANALYST	$25.81
CROSS CONNECTION CONTRO INSP.	$62.19
DATA ENTRY CLERK	$19.75
DEPUTY CITY CLERK	$61.64
DEPUTY FIRE MARSHALL	$57.78
DIAL-A-RIDE DISPATCHER	$37.79
DIAL-A-RIDE DRIVER	$22.63
DIR OF COMMUNITY & ECON DEV	$148.87
DIRECTOR OF FINANCE	$148.87
DIRECTOR OF HR & RISK MGMT	$148.87
DIRECTOR OF PUBLIC WORKS	$148.87
DIRECTOR OF REC & COMM SVCS	$148.87
DISPATCH ASSISTANT	$25.81
DIVISION CHIEF	$103.99
DRAFTING TECHNICIAN	$20.92
ECONOMIC DEV SPECIALIST	$45.24
ECONOMIC DEVELOP SPECIALIST	$55.96
ECONOMIC DEVELOPMENT PROJ. MGR	$71.95
ELECTIONS CLERK	$22.99
ELECTRICIAN	$40.86
ENGINEERING AIDE P/T	$20.92
EQUIPMENT MECHANIC	$37.44
EQUIPMENT SERVICE SPECIALIST	$34.40
EVIDENCE OFFICER	$40.80
EVIDENCE OFFICER P/T	$25.15
FACILITY MAINT. SUPERVISOR	$56.76
FINANCIAL ANALYST	$56.76

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position Rates

Position	S&B Hourly Rate
FINANCIAL SERVICES MANAGER	$90.86
FIRE CAPTAIN	$121.36
FIRE CHIEF	$148.87
FIRE ENGINEER	$104.16
FIRE FIGHTER	$90.01
FIRE FIGHTER PARAMEDIC	$90.01
FIRE INTERN I PT	$20.06
FIRE INTERN II	$20.92
FIRE MARSHALL	$77.68
FIRE PREVENTION PERMIT TECH. I	$41.51
FIRE SAFETY SPECIALIST	$43.78
FLEET MAINTENANCE SUPERVISOR	$56.76
HOUSING PROGRAM & GRANT ADMIN COOR.	$64.44
HR AND RISK MGMT MANAGER	$90.61
HUMAN RESOURCE TECHNICIAN	$44.98
HUMAN RESOURCES ANALYST	$58.47
HUMAN RESOURCES ASSISTANT	$51.66
HUMAN RESOURCES TECHNICIAN	$34.45
INFO TECH SYSTEMS MANAGER	$90.61
INFORMATION SYSTEMS SPECIALIST	$65.53
INFORMATION SYSTEMS TECHNICIAN	$54.62
INTERIM FIRE CHIEF	$93.50
INTERIM HUMAN RESOURCE & RISK MGMT DIRECTOR	$90.20
INTERIM WATER UTILITY MANAGER	$45.24
IRRIGATION SPECIALIST	$37.93
JAILER	$39.94
JAILER P/T	$26.21
JAILER SUPERVISOR	$55.71
JANITOR	$34.20
JANITOR P/T	$19.75
JUNIOR LIFEGUARD	$19.70
LEAD EQUIPMENT MECHANIC	$51.68
LIBRARIAN	$51.54
LIBRARIAN P/T	$30.01
LIBRARY ASSISTANT (Clerk)	$34.70
LIBRARY ASSISTANT P/T	$22.99

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position Rates

Position	S&B Hourly Rate
LIBRARY CIRCU SVC SUPERVISOR	$39.61
LIBRARY PAGE P/T	$19.70
LIBRARY TECHNICIAN	$31.66
LIFEGUARD P/T	$20.45
LITERACY PROGRAM ADMIN	$46.77
LOCKER ROOM ATTENDANT	$19.70
MAINTENANCE WORKER	$36.10
MAINTENANCE WORKER P/T	$25.15
MANAGEMENT AIDE	$43.87
MANAGEMENT ANALYST	$62.04
MANAGEMENT ANALYST P/T	$40.79
MINUTES CLERK	$25.15
OUTREACH&HOUSING NAV COORD	$37.79
PARK MAINTENANCE CREW LEADER	$44.93
PARK MAINTENANCE LEAD WORKER	$41.78
PARK MAINTENANCE WORKER	$36.10
PARK SUPERINTEDENT	$61.64
PARK SUPERVISOR	$56.76
PAYROLL TECHNICIAN	$45.86
PERMIT SYSTEMS TECHNICIAN	$23.72
PERMIT TECHNICIAN	$26.39
PERMIT TECHNICIAN I	$41.51
PERMIT TECHNICIAN II	$46.06
PLAN CHECKER	$61.72
PLANNING INTERN P/T	$19.70
PLANNING MANAGER	$85.39
PLANNING TECHNICIAN	$33.02
POL ADMINISTRATIVE ASSISTANT	$39.30
POL RECORDS MGMT SYSTEMS TECH	$46.06
POLICE CADET	$19.79
POLICE CAPTAIN	$140.38
POLICE CHIEF	$148.87
POLICE CLERK	$35.07
POLICE CORPORAL - HOURLY RATE	$71.03
POLICE LIEUTENANT	$115.73
POLICE OFFICER - HOURLY RATE	$65.88

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position Rates

Position	S&B Hourly Rate
POLICE RECORD CLERK P/T	$22.99
POLICE RECORDS CADET P/T	$19.79
POLICE RECORDS INTERN	$19.79
POLICE RECORDS MANAGEMENT TECH	$54.20
POLICE RECORDS SUPERVISOR	$55.71
POLICE RECORDS/DISPATCH	$70.81
POLICE RECRUIT	$35.30
POLICE SERGEANT	$95.04
POOL MAINTENANCE MANAGER	$28.22
POOL MAINTENANCE WORKER	$55.36
POOL MANAGER P/T	$25.16
PRINCIPAL MANAGEMENT ANALYST	$57.82
PROGRAM COORDINATOR	$46.66
PUBLIC WORKS INSPECTOR	$79.07
PUBLIC WORKS MAINT. SUPERVISOR	$56.76
PUBLIC WORKS MAINTENANCE	$60.74
PUBLIC WORKS MAINTENANCE MGR	$84.58
PUBLIC WORKS TECHNICIAN	$66.94
RECREATION LEADER P/T	$20.06
RECREATION MANAGER	$75.57
RECREATION SUPERINTENDENT	$40.79
RECREATION SUPERINTENDENT	$61.64
RECREATION SUPERVISOR	$56.76
REDEVELOPMENT PROJECT MANAGER	$67.55
RETIRED ANNUITANT	$51.21
SCHOOL CROSSING GUARD P/T	$19.70
SECRETARY NON CONFIDENTAIL	$41.51
SECRETARY TO CITY MANAGER	$51.66
SECRETARY TO POLICE CHIEF	$41.50
SENIOR ACCOUNT CLERK	$30.01
SENIOR ACCOUNTANT	$61.64
SENIOR CLERK TYPIST (NON-CONF)	$53.20
SENIOR CLERK TYPIST P/T	$24.70
SENIOR LIBRARIAN	$44.92
SENIOR LIBRARY ASSISTANT (Clerk)	$58.04
SENIOR MAINTENANCE WORKER	$60.26

City of Monterey Park - User Fee Study

Fully Burdened Hourly Rate Calculation

Position Rates

Position	S&B Hourly Rate
SENIOR MANAGEMENT ANALYST	$66.84
SENIOR PLANNER	$67.55
SENIOR RECREATION LEADER	$20.92
SENIOR WATER PROD. SYSTEM OP	$52.94
SPECIAL EVENTS MANAGER	$55.71
SR ACCOUNT CLERK (NON-CONF)	$41.51
SR LIFEGRD/INSTRUCTOR P/T	$21.92
SUPPORT SERVICES MANAGER	$71.95
SUPPORT SERVICES SUPERVISOR	$54.62
TRANSPORTATION PROGRAM MANAGER	$51.22
WATER DISTRIBUTION CREW SUPER.	$52.94
WATER DISTRIBUTION LEAD WORKER	$45.68
WATER DISTRIBUTION SUPERVISOR	$60.53
WATER OPERATIONS SUPERVISOR	$60.53
WATER PRODUCTION SUPERVISOR	$60.53
WATER PRODUCTION SYSTEM OPER.	$45.68
WATER UTILITY MAINT WKR	$31.50
WATER UTILITY MAINT. WORKER	$38.57
WATER UTILITY MANAGER	$84.58

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees and services in which the full cost, existing fee and suggested fee is listed as "NA", the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one-to-one basis, a full cost was not calculated (for penalties, fines, market-based fees, or items not included in the study), or when there is not a current fee amount to compare against.

All services and fees analyzed as part of this study fall under one or multiple categories one through five of the exemptions defined in Proposition 26. A cost analysis was performed to calculate the estimated reasonable full cost of each service, and suggested fees are recommended at or below those amounts. Estimated reasonable full costs were calculated based on City expenditures and time estimates. Fees that include consultant or professional services include the cost of those third parties as well as administrative overhead of 25.4% which is the citywide indirect overhead rate determined in the City's most recently completed Cost Allocation Plan from 2019.

SECTION A - GENERAL ADMINISTRATION

#	Description	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	CITY CLERK FEES:						
	Duplication Charge						
0001	General Photocopying - related to Public Records Request	$0.10	per page	$1.12	91%	$0.10	$0
0002	Specialized Materials (Maps, Diagrams, Reports, etc)	Actual Cost		NA	NA	Actual Cost	$0
0003	Optical Disk	$5.50	per disk	$20.60	42%	$12.00	$7
0004	City Clerk-Written Certification	$3.50		$10.09	11%	$9.00	$6
	FINANCE FEES						
	Massage Establishment						
0008	Filming Permit Special Processing Fee	$124.00		NA	NA	$124.00	$0
0009	Filming Permit Application	$73.00	each	NA	NA	$73.00	$0
0010	Filming Permit	$292.00	per day	NA	NA	$292.00	$0
0012	Firework Permit	$488.00		NA	NA	$488.00	$0
0016	Bingo Permit	$50.00	each	NA	NA	$50.00	$0

* In addition to the fees listed under this Master Schedule of Fees and Charges, city would pass through any and all third party actual charges to customers

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	FIRE DEPARTMENT PLAN REVIEW								
0018	Building Plans and Fire Life Safety Plan Review	$190.80	per hour (min. 2 hrs)		$249.90	0%	$249.00	per hour	$58
	and Inspections	$97.50	each		$115.80	1%	$115.00	per hour	$18
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0019	Building/Fire LS Plan Review Resubmittal Plan	$190.80	per hour (min. 1 hr)		$149.90	1%	$149.00	per hour (min. 1 hr)	-$42
	and Inspections	$97.50	each		$115.80	1%	$115.00	per hour	$18
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0020	Expedite or Over-the-Counter Plan Check	$190.80	per hour (min. 1 hr)		$149.90	1%	$149.00	per hour (min. 1 hr)	-$42
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0021	As-Built/Revisions Plan Review	$95.20	per hour (min. 1 hr)		$149.90	1%	$149.00	per hour (min. 1 hr)	$54
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0022	All Fire Protection Plan Review Resubmittals	$95.20	per hour (min. 1 hr)		$149.90	1%	$149.00	per hour (min. 1 hr)	$54
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0023	Fire Alarm Plan Check, Fire Permit,	$299.10	per hour (min. 1 hr)		$333.23	0%	$333.00	per hour (min. 1 hr)	$34
	Inspections	$97.50	each		$115.80	1%	$115.00	per hour	$18
	Plus Per Device (Fire Permit)	$8.20	per device		$9.94	0%	$9.90	per device	$2
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0024	Fire Extinguisher Systems, Fire Permit,	$299.10	per hour (min. 1 hr)		$333.23	0%	$333.00	per hour (min. 1 hr)	$34
	Inspections	$97.50	each		$115.80	1%	$115.00	per hour	$18
	Plus Per Device (Fire Permit)	$8.20	per device		$9.94	0%	$9.90	per device	$2
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0025	Fire Sprinkler System, Fire Permit,	$299.10	per hour (min. 1 hr)		$333.23	0%	$333.00	per hour (min. 1 hr)	$34
	Inspections	$97.50	each		$115.80	1%	$115.00	per hour	$18
	Plus Per Head (Fire Permit)	$8.20	per device		$9.94	0%	$9.90	per device	$2
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
0026	All Additional Plan Check Services, Technical Reports, Alternate Methods of Protection, Appeals, Architectural Design Review, Fire Watch Reports	$190.80	per hour (min. 1 hr)		$149.90	1%	$149.00	per hour (min. 1 hr)	-$42
	Plus Third Party Costs and Adm Processing Fee	Actual			NA	NA	Actual		$0
	Expired Plan Review and Fire Permit	$1.00	of Permit/Plan Review		NA	NA	$1.00	of Permit/Plan Review	$0
0027	Records Management (Storage for Fire Plans)	0.12%	per valuation + 25.4% Admin		NA	NA	0.12%	per valuation (contract cost) + 25.4% Admin	$0
	FIRE FEES								
	INSPECTIONS	(Fee Plus 3rd Party Service Cost)							
	State Mandated Inspections								
0028	Apartments	$125.60	per floor		$134.93	1%	$134.00	per floor	$8
0029	High-Rise Occupancy	$190.80	per floor		$215.80	0%	$215.00	per floor	$24
0030	Hotel or Motel Occupancy	$190.80	per floor		$215.80	0%	$215.00	per floor	$24
0031	Hospital Occupancy	$190.80	per floor		$215.80	0%	$215.00	per floor	$24
0032	Private School Occupancy	$190.80	per inspection		$215.80	0%	$215.00	per inspection	$0
0033	Public School Occupancy	$190.80	per inspection		$215.80	0%	$215.00	per inspection	$24
0034	Other State Mandated Occupancy	$190.80	per inspection		$215.80	0%	$215.00	per inspection	$24
0035	State Mandated Pre-Inspection Consultation	$97.50	per inspection (25 or fewer persons)		$141.62	0%	$141.00	per inspection (25 or fewer persons)	$44
0036	State Mandated Pre-Inspection Consultation	$117.50	per inspection (26 or more persons)		$204.52	0%	$204.00	per inspection (26 or more persons)	$87
0037	Mid-Rise and Multi-Story Structures	$190.80	per floor		$215.80	0%	$215.00	per floor	$24

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
0038	Miscellaneous Inspections: Reinspection, Investigation, Fire/ Code Compliance, Occupancy Final Permit, Fire Watch	$97.50	per inspection (+ 25.4% Admin)		$115.80	1%	$115.00	per hour	$18
0039	Expedite and/or After Hour/Overtime Inspection	$142.20	per hour (+ 25.4% Admin)		$193.25	0%	$193.00	per hour	$51
	Code Enforcement:								
0040	Home Occupation Inspection	$97.50	per inspection		$138.32	0%	$138.00	per inspection	$41
0041	Code Enforcement Re-inspection	$97.50	per inspection		$100.92	1%	$100.00	per inspection	$3
	Shopping Cart Enforcement:								
0042	Shopping Cart Plan Review Fee	$232.40			$311.39	0%	$311.00		$79
0043	Shopping Cart Appeal Processing Fee	$274.50			$311.39	0%	$311.00		$37
0044	Shopping Cart Plan Amendments	$232.40			$230.72	0%	$230.00		-$2
0045	Code Enforcement Appeal (Notices of Abatement)	$439.10	per appellant		$669.46	0%	$669.00	per appelant	$230
0046	California Fire Code Permits	$190.80	each permit		$224.09	0%	$224.00	each permit	$33
0047	California Fire Code Permits (Construction)	$190.80	each permit		$224.09	0%	$224.00	each permit	$33
	Business Fire Safety Fees		plus 25.4% Admin						
0048	3 or Less Employees	$61.00			$82.47	1%	$82.00		$0
0049	4-6 Employees	$91.60			$115.80	1%	$115.00		$23
0050	7-10 Employees	$122.50			$149.13	0%	$149.00		$27
0051	11-20 Employees	$152.90			$182.47	0%	$182.00		$29
0052	21 & Over Employees	$183.70			$215.80	0%	$215.00		$31
0053	Fire Hydrant Flow Calculation	$390.60	each		$90.76	1%	$90.00	each	-$301
0054	Deputy Inspector Registration Fee	$97.50	each		$149.90	35%	$97.50	each	$0
0056	Filming Details Staff Time	$109.60	per hour per employee		$193.25	0%	$193.00	per hour per employee	$83
	INDUSTRIAL WASTE PROGRAM								
	City Administration: Plus Third Party Costs								
0057	Industrial Waste Program (deposit required)	$735.00	plus 25.4% Admin		NA	NA	$762 contract cost	plus 25.4% Admin	$27
0058	Industrial Waste Class E - Annual Permit and Inspection	$922.00			$367.77	0%	$367.00		-$555
0059	Industrial Waste Class F (E) - Annual Permit and Inspection	$386.00			$278.81	0%	$278.00		-$108
	Restaurant FOG Plan Review Clearance	New			$149.90	1%	$149.00		NA
	Plus Third Party Costs	Actual			NA	NA	Actual		$0
	IW/FOG Inspection	New	Each	Plus Third Party Cost	$154.34	0%	$154.00	Plus Third Party Cost	NA
	Los Angeles County/Third Party Costs:	Actual Contract Cost (directed by L.A County on or about June 30, 2022) + 25.4% Admin							
	Industrial Waste Class A - Annual Permit and Inspection	$495.00			NA	NA	Per LA County Rate		$0
	Industrial Waste Class B - Annual Permit and Inspection	$967.00			NA	NA	Per LA County Rate		$0
	Industrial Waste Class C - Annual Permit and Inspection	$1,451.00			NA	NA	Per LA County Rate		$0
	Industrial Waste Class D - Annual Permit and Inspection	$1,923.00			NA	NA	Per LA County Rate		$0

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	Industrial Waste Class G (COUNTY E) - Annual Permit and Inspection	$2,259.00			NA	NA	Per LA County Rate		$0
	Industrial Waste Class M - Annual Permit and Inspection	$4,767.00			NA	NA	Per LA County Rate		$0
	Rainwater Diversion System Class X - Inspection	$417.00			NA	NA	Per LA County Rate		$0
	Permit Application, New (Sewer)	$749.00			NA	NA	Per LA County Rate		$0
	Permit Application, New (Onsite)	$912.00			NA	NA	Per LA County Rate		$0
	Permit Application, New (Offsite)	$1,001.00			NA	NA	Per LA County Rate		$0
	Permit Application, Revision (Sewer)	$505.00			NA	NA	Per LA County Rate		$0
	Permit Application, Revision (Onsite)	$749.00			NA	NA	Per LA County Rate		$0
	Permit Application, Revision (Offsite)	$670.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 1	$1,248.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 2	$1,581.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 3	$1,912.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 4	$2,240.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 5	$2,577.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Sewer 6	$2,907.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 1	$1,414.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 2	$1,744.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 3	$2,075.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 4	$2,409.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 5	$3,073.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Onsite 6	$3,567.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Offsite 1	$1,328.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Offsite 2	$1,665.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Offsite 3	$1,997.00			NA	NA	Per LA County Rate		$0

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	Plan Review, New, Offsite 4	$2,325.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Offsite 5	$2,653.00			NA	NA	Per LA County Rate		$0
	Plan Review, New, Offsite 6	$2,988.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 1	$912.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 2	$1,248.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 3	$1,581.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 4	$1,912.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 5	$2,240.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Sewer 6	$2,577.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 1	$1,083.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 2	$1,414.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 3	$1,744.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 4	$2,075.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 5	$2,409.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Onsite 6	$3,073.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 1	$1,001.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 2	$1,328.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 3	$1,665.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 4	$1,997.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 5	$2,325.00			NA	NA	Per LA County Rate		$0
	Plan Review, Revision, Offsite 6	$2,653.00			NA	NA	Per LA County Rate		$0
	Closure Inspection	$779.00			NA	NA	Per LA County Rate		$0
	Site Remedial & Cleanup Plan Review Initial Deposit	$694.00			NA	NA	Per LA County Rate		$0
	Site Remedial per hour	$181.00			NA	NA	Per LA County Rate		$0

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	Off-Hours Inspection per hour	$385.00			NA	NA	Per LA County Rate		$0
	Inspection, for which no fee is indicated	$495.00			NA	NA	Per LA County Rate		$0
	Additional Plan Review per hour	$181.00			NA	NA	Per LA County Rate		$0
	Wastewater Sampling	$495.00			NA	NA	Per LA County Rate		$0
	Citizen CPR/IAED Training Program								
0060	Per Resident	$36.45	cost of books and membership cards		NA	NA	$36.45	cost of books and membership cards	$0
0061	Per Non-Resident	$42.30			NA	NA	$42.30		$0
	Ambulance Subscription Fee (Business Membership)								
0062	1-10 Employees	$58.80			NA	NA	$58.80		$0
0063	11-20 Employees	$117.50			NA	NA	$117.50		$0
0064	21-30 Employees	$177.00			NA	NA	$177.00		$0
0065	31-40 Employees	$235.90			NA	NA	$235.90		$0
0066	41-50 Employees	$295.40			NA	NA	$295.40		$0
0067	51-60 Employees	$353.60			NA	NA	$353.60		$0
0068	61-70 Employees	$412.30			NA	NA	$412.30		$0
0069	71-80 Employees	$470.90			NA	NA	$470.90		$0
0070	81-90 Employees	$529.60			NA	NA	$529.60		$0
0071	91-100 Employees	$588.20			NA	NA	$588.20		$0
0072	101-110 Employees	$646.90			NA	NA	$646.90		$0
0073	111-120 Employees	$705.60			NA	NA	$705.60		$0
0074	121-130 Employees	$764.20			NA	NA	$764.20		$0
0075	131-140 Employees	$822.90			NA	NA	$822.90		$0
0076	141+ Employees	$882.00			NA	NA	$882.00		$0
0077	Ambulance Subscription Fee (Non-Business Membership)	$50.00			NA	NA	$50.00		$0
	Ambulance Transportation Fee	Per LA County DHS Rates	plus dispatch costs		NA	NA	Per LA County DHS Rates	plus dispatch costs	$0
0078	Patient Assessment Fee	$190.00	plus dispatch costs		NA	NA	$190.00	plus dispatch costs	$0
0079	Electronic Documentation Fee	$30.50			NA	NA	$30.50		$0
0080	Hazardous Condition and Traffic Collision Recovery Fee	Cost	`+ 25.4% Admin		NA	NA	Contract Cost	+ 25.4% Admin	$0
0081	Document Copy Charge Response Reports	$8.80	per report		NA	NA	$8.80	per report	$0

SECTION C - LIBRARY

#	Description	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	Damaged/Lost Library Material						
0082	Processing fee for adding replacement copy or accompanying material	$11.00		$33.27	70%	$10.00	-$1.00
0083	Accompanying Material	$10.00		$22.97	78%	$5.00	-$5.00
0084	Replace Plastic Jacket	$2.30		$23.77	89%	$2.50	$0.20
0086	DVD Case	$9.75		$22.85	89%	$2.50	-$7.25
0087	CD Case (single)	$2.30	per case	$22.85	89%	$2.50	$0.20
0088	Bag From Children's Book/CD Set	$2.30	per bag	$22.85	89%	$2.50	$0.20
0089	Audiobook/CD (multiple)/Hotspot Case	$5.30		$22.85	76%	$5.50	$0.20
0091	DVD/CD Cover (Inside Jacket)	$6.50		$27.87	80%	$5.50	-$1.00
0093	Library Card Replacement	$3.00	per card	$5.02	40%	$3.00	$0.00
0094	Interlibrary Loan Fees	$6.00	per request plus charges of lending library	$50.99	90%	$5.00	-$1.00
0095	Interlibrary Loan Photocopy	$6.00	per pageover 20 pages (pages 1-20 free)	$50.99	90%	$5.00	-$1.00
0097	Wifi Hotspot	Replacement Cost		NA	NA	Replacement Cost	$0.00
0098	Charging Cable/Laptop Bag/Mouse/Peripheral	Replacement Cost		NA	NA	Replacement Cost	$0.00
0099	Chromebook	Replacement Cost		NA	NA	Replacement Cost	$0.00
0100	Alzheimer's Kit	Replacement Cost		NA	NA	Replacement Cost	$0.00
	Parks Pack	Replacement Cost		NA	NA	Replacement Cost	$0.00
	iPad	New		NA	NA	Replacement Cost	NA
	Printing - Black & White	$0.25	per page	$1.03	85%	$0.15	-$0.10
	Printing - Color	$0.50	per page	$1.13	73%	$0.30	-$0.20
	Room Rental						
	Friends Room Rental						
0101	Non-Profit Adult (Based Outside Town)	$71.60	per hour	$203.71	69%	$63.00	-$8.60
0102	Non-Profit Adult (Based In Town)	$7.60	per hour	$203.71	85%	$31.50	$23.90
0103	Non-Profit Youth Organizations	$4.30	per hour	$203.71	94%	$12.60	$8.30

SECTION D - RECREATION / COMMUNITY SERVICES

#	Description	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	Athletic Field Rental						
0104	Private Party	$43.50	per hour/field	$172.91	74%	$45.00	$1.50
0105	Non-Profit Adult (Based Outside Town)	$21.25	per hour/field	$172.91	87%	$22.50	$1.25
0106	Non-Profit Adult (Based In Town)	$2.35	per hour/field	$172.91	93%	$11.25	$8.90
0107	Non-Profit Youth Organizations	$0.30	per hour/field	$172.91	97%	$4.50	$4.20
	Athletic Field Lights						
0108	Private Party	$4.75	per hour/field	$52.34	81%	$10.00	$5.25
0109	Non-Profit Adult (Based Outside Town)	$2.30	per hour/field	$52.34	90%	$5.00	$2.70
0110	Non-Profit Adult (Based In Town)	$0.30	per hour/field	$52.34	95%	$2.50	$2.20
0111	Non-Profit Youth Organizations	$0.30	per hour/field	$52.34	98%	$1.00	$0.70
	Gymnasium Rental						
0112	Private Party	$122.00	per hour	$203.71	38%	$126.00	$4.00
0113	Non-Profit Adult (Based Outside Town)	$61.00	per hour	$203.71	69%	$63.00	$2.00
0114	Non-Profit Adult (Based In Town)	$5.80	per hour	$203.71	85%	$31.50	$25.70
0115	Non-Profit Youth Organizations	$0.60	per hour	$203.71	94%	$12.60	$12.00
0116	Staffing/Additional Staffing	$24.70	per hour	$41.07	39%	$25.00	$0.30
	Pool Rental						
0117	Private Party	$152.80	per hour	$217.32	27%	$158.00	$5.20
0118	Non-Profit Youth Organizations	$0.90	per hour	$217.32	93%	$15.80	$14.90
0119	Additional Aquatics Staffing	$24.70	per hour	$41.86	40%	$25.00	$0.30
	Langley Center Main Room Rental						
0120	Private Party	$152.80	per hour	$203.71	22%	$158.00	$5.20
0121	Non-Profit Adult (Based Outside Town)	$76.50	per hour	$203.71	61%	$79.00	$2.50
0122	Non-Profit Adult (Based In Town)	$8.20	per hour	$203.71	81%	$39.50	$31.30
0123	Non-Profit Youth Organizations	$3.50	per hour	$203.71	92%	$15.80	$12.30
0124	Langley Center Kitchen Facility	$42.40	per hour	$72.87	40%	$44.00	$1.60
0125	Staffing/Additional Staffing	$24.70	per hour	$41.07	39%	$25.00	$0.30
	Barnes Park Memorial Amphitheater						
0126	Private Party	$152.80	per hour	$203.71	22%	$158.00	$5.20
0127	Non-Profit Adult (Based Outside Town)	$76.50	per hour	$203.71	61%	$79.00	$2.50
0128	Non-Profit Adult (Based In Town)	$8.20	per hour	$203.71	81%	$39.50	$31.30
0129	Non-Profit Youth Organizations	$3.50	per hour	$203.71	92%	$15.80	$12.30
0130	Staffing/Additional Staffing	$24.70	per hour	$41.07	39%	$25.00	$0.30
	Service Club House Rental						
0131	Private Party	$152.80	per hour	$203.71	22%	$158.00	$5.20
0132	Non-Profit Adult (Based Outside Town)	$76.50	per hour	$203.71	61%	$79.00	$2.50
0133	Non-Profit Adult (Based In Town)	$8.20	per hour	$203.71	81%	$39.50	$31.30
0134	Non-Profit Youth Organizations	$3.50	per hour	$203.71	92%	$15.80	$12.30
0135	Staffing/Additional Staffing	$24.70	per hour	$41.07	39%	$25.00	$0.30
	Other Indoor Facilities (Community Room, Elder, Siera Vista, etc.)						
0136	Private Party	$122.00	per hour	$203.71	38%	$126.00	$4.00
0137	Non-Profit Adult (Based Outside Town)	$61.00	per hour	$203.71	69%	$63.00	$2.00
0138	Non-Profit Adult (Based In Town)	$5.75	per hour	$203.71	85%	$31.50	$25.75

SECTION D - RECREATION / COMMUNITY SERVICES

#	Description	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0139	Non-Profit Youth Organizations	$2.30	per hour	$203.71	94%	$12.60	$10.30
0140	Staffing/Additional Staffing	$24.70	per hour	$41.07	39%	$25.00	$0.30
0141	Picnic Shelter	$106.00	per shelter	$163.88	33%	$110.00	$4.00
0142	Picnic Shelter - Non Resident	$126.00	per shelter	$163.88	21%	$130.00	$4.00
0143	Facility Clean-up Deposit (Where Applicable)	$300-500		NA	NA	$300-500	$0.00
	Swim Lessons						
0144	Youth: (1-3 yrs old)	$36.30	for 5 hours of lessons	$81.95	55%	$37.00	$0.70
0145	Youth: (4-6 yrs old)	$36.30	for 5 hours of lessons	$81.95	55%	$37.00	$0.70
0146	Youth: (7-17 yrs old)	$36.30	for 5 hours of lessons	$81.95	55%	$37.00	$0.70
0147	Adult	$36.90	for 5 hours of lessons	$81.95	55%	$37.00	$0.10
	Public Swim						
0148	Admission-Youth	$2.50	2 hour swim	$140.03	98%	$2.50	$0.00
0149	Admission-Adult	$3.50	2 hour swim	$140.03	98%	$3.50	$0.00
0150	Admission-Youth Discount Pass (20 Swims)	$38.00	per pass	$2,800.55	99%	$39.00	$1.00
0151	Admission-Adult Discount Pass (20 Swims)	$56.00	per pass	$2,800.55	98%	$58.00	$2.00
0152	Lap Swimming: Per Swim	$5.25	per swim	$186.70	97%	$5.25	$0.00
0153	Lap Swimming: Monthly Pass	$40.00	per month	$5,601.10	99%	$41.00	$1.00
0154	Lap Swimming: Family	$75.00	per month	$5,601.10	99%	$77.00	$2.00
0155	Lap Swimming: Senior	$27.00	per month	$5,601.10	100%	$28.00	$1.00
	Child Care Fees						
0156	After School Care-Resident	$125.00	per week	$1,122.07	89%	$129.00	$4.00
0157	After School Care-Non Resident	$133.00	per week	$1,122.07	87%	$141.90	$8.90
0158	All Day & Summer-Resident	$172.00	per week	$2,559.50	93%	$178.00	$6.00
0159	All Day & Summer-Non Resident	$180.00	per week	$2,559.50	92%	$195.80	$15.80
0160	Recreation Class & Activity Registration Fee	$9.70	per registration	NA	NA	$9.00	-$0.70
0161	Alcohol Consumption Permit Fee	$115.10		$799.11	69%	$250.00	$134.90
	Special Event Permit - Private Party	New		$805.07	88%	$100.00	NA
	Special Event Permit - Non-profit	New		$805.07	97%	$25.00	NA
	Facility Rental - El Encanto	New	per rental/hour	$203.71	15%	$174.00	NA

SECTION E - POLICE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0162	DUI Processing	$848.00			$998.83	0%	$998.00	$150
	Emergency Response to DUI Traffic Collision							
0163	DUI Arrest	$202.00			$875.18	10%	$791.58	$590
0164	DUI Non-Injury	$939.00			$998.83	0%	$998.00	$59
0165	DUI Minor Injury	$1,049.00			$1,104.03	0%	$1,104.00	$55
0166	DUI Major/Fatal Injury	$1,528.00			$1,877.40	0%	$1,877.00	$349
0167	Vehicle Impound / Storage Release	$237.00			$324.14	0%	$324.00	$87
0168	Special Handling Administration Charges	$61.00			$33.99	3%	$33.00	-$28
0169	Clearance Letter	$102.00			$60.94	2%	$60.00	-$42
0170	Local Background Check/Recruiters	$44.00			$33.99	3%	$33.00	-$11
0171	CAD Log Searches (address and/or time/date of incidents)	$31.00	each		$60.94	2%	$60.00	$29
0172	Crime Rate Report (required research redacting, writing)	$50.00			$91.30	0%	$91.00	$41
0173	Visa/INS Letter CW/ Report	$103.00	each		$74.42	1%	$74.00	-$29
0174	Replace Lost Permit	$29.00			$26.91	3%	$26.00	-$3
0175	Duplicate Citations	$6.00			$20.52	3%	$20.00	$14
	Animal Services							
	Deceased Small Pet - Picked up by Animal Services Officer	$60.00	Contracted with LA County		NA	NA	$60.00	$0
	Deceased Small Pet - Delivered to Shelter by owner	$10.00	Dept of Animal Care & Control		NA	NA	$10.00	$0
	Deceased Large Pet	$250.00			NA	NA	$250.00	$0
	License: Dogs-one year license (sterilized)	$20.00			NA	NA	$20.00	$0
	License: Cat-one year license (sterilized)	$5.00			NA	NA	$5.00	$0
	License: Dogs-one year license (unsterilized)	$60.00			NA	NA	$60.00	$0
	License: Cat-one year license (unsterilized)	$10.00			NA	NA	$10.00	$0
	License: Dogs-one year license (sterilized) military veterans with disabilities	$7.50			NA	NA	$7.50	$0
	License: Dogs-one year license (sterilized) senior discount	$7.50			NA	NA	$7.50	$0
0176	Residential and Business Alarm Permits	$58.60			$58.08	10%	$52.03	-$7
0177	Verification of Proof of Correction on Traffic Citations	$23.90			$38.78	7%	$35.88	$12

SECTION E - POLICE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0178	Fingerprinting	$32.60			$15.21	9%	$13.82	-$19
0179	Prisoner Booking Fees	$217.00	per Court		$200.00	0%	$200.00	-$17
	Sentenced Prisoners							
0180	Housing	$112.80	per 24 hours		$80.54	1%	$80.00	-$33
0181	Per Diem Rate	$60.80	per 12 hours		$80.54	1%	$80.00	$19
0182	Registration Fee	$31.50			$167.81	8%	$154.28	$123
0183	Schedule Change Fee	$59.70			$49.85	2%	$49.00	-$11
0184	Booking & Housing of Prisoners on Los Angeles County Sheriffs Warrants and Other Arrests	$186.60			$154.03	0%	$154.00	-$33
0185	Special Details (filming, other events)	$109.60	per hour per employee		$116.21	0%	$116.00	$6
0186	Concealed Weapons Permit (CCW)	$283.00		Penal Code 26190	$601.36	12%	$528.14	$245
0187	CCW Permit Amendment	$10.00		Penal Code 26190	NA	NA	$10.00	$0
0188	CCW Permit Renewal	$25.00		Penal Code 26190	NA	NA	$25.00	$0
	Gun and Ammunition Dealers - First Year	New			NA	NA	$954.00	NA
	Gun and Ammunition Dealers - Annual Renewal	New			NA	NA	$577.00	NA

SECTION F - COMMUNITY DEVELOPMENT DEPARTMENT

#	Description	Current Fee/Charge	Current Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	PLANNING							
	Discretionary Zoning Fees							
0189	General Plan Amendment	$7,884.00	deposit	NA	NA	$10,000.00	deposit	$2,116
0197	Code Amendment	$7,516.00		$15,189.41	0%	$15,189.00		$7,673
0190	Development Agreement/Specific Plan Review	$20,398.00	deposit	NA	NA	$25,000.00	deposit	$4,602
0192	Zone Change (Doesn't include include voter enactment)	$7,147.00		$10,379.82	0%	$10,379.00		$3,232
0193	Modification to Specific Plan	$7,516.00		$15,189.41	0%	$15,189.00		$7,673
0194	Variance: Single Family Residential	$1,223.00		$3,560.67	0%	$3,560.00		$2,337
0195	Variance: Other	$3,061.00		$5,498.19	0%	$5,498.00		$2,437
0202	Tentative Subdivision Map	$2,915.00	plus per lot/unit fee	$5,283.94	0%	$5,283.00	plus per lot/unit fee	$2,368
	Tentative Subdivision Map - per lot/unit	$78.00	per lot/unit	$183.24	0%	$183.00	per lot/unit	$105
0211	Lot Line Adjustment/Lot Merger	$1,843.00		$2,914.72	0%	$2,914.00		$1,071
0203	Conditional Use Permit: Commercial/SF Residential	$3,061/$1223		$4,967.85	NA	$5,188.00		$2,127
0209	Appeal to City Council/Planning Commission	$1,921.00		$5,478.72	0%	$5,478.00		$3,557
0217	Wireless Telecommunications Facility Permit	$2,875.00		$6,045.17	0%	$6,045.00		$3,170
	Density Bonus	New	deposit	NA	NA	$10,000.00	deposit	NA
	Major Development Deposit (MPMC § 21.04)	New	deposit	NA	NA	$30,000.00	deposit	NA
	Extension of Time (discretionary)	New		$5,900.66	0%	$5,900.00		NA
	Voter Enactment	New		NA	NA	$30,000.00	deposit	NA
	Public Hearing Fees							
0207	Handling of Radius Map & Mailing	$115.00		$238.26	0%	$238.00		$123
0232	Publication Fee	$190.00	per public hearing	$601.50	0%	$601.00	per public hearing	$411
	Enviromental Fees							
0198	Environmental Impact Report Deposit (In-House Review)	$9,004.00		NA	NA	$10,000.00	deposit	$996
0199	Environmental Impact Report Deposit (Consultant)	Cost +25.4% Admin		NA	NA	Consultant Cost +25.4% Admin		$0
0200	Negative Declaration (In-House Review)	$2,177.00		NA	NA	$5,000.00	deposit	$2,823
0201	Negative Declaration (Consultant)	Cost +25.4% Admin		NA	NA	Consultant Cost +25.4% Admin		$0
0215	Categorial Exemption	$253.00		$479.49	0%	$479.00		$226
	City Planner/Ministerial Zoning Fees							
0220	Short Term Rental Permits	$521.00		$793.86	0%	$793.00		$272
0221	Design Review - New Construction (Less than 25,000 SF)	$1,410.00		$3,496.07	0%	$3,496.00		$2,086
0222	Design Review - New Construction (Equal or greater than 25,000 SF)	$1,754.00		$7,712.41	0%	$7,712.00		$5,958
0223	Design Review - New Single Family House	$500.00		$775.68	0%	$775.00		$275
0224	Design Review - Add. To Single Family House	$500.00		$713.90	0%	$713.00		$213
0225	Design Review - Non-Residential Remodel (w/o increase in floor area)	$1,410.00		$1,894.79	0%	$1,894.00		$484
0226	Design Review - Master Sign Plan	$1,410.00		$2,243.39	0%	$2,243.00		$833
0205	Site Plan Review	$1,881.00		$3,470.88	0%	$3,470.00		$1,589
	Design Review - Signs (New)	$500.00		$591.40	0%	$591.00		$91
	Design Review - Sign (Face Change)	$57.00		$116.28	0%	$116.00		$59
0219	Parking Study/Parking Joint Use Approval	$5,000 plus 25.4%	deposit	NA	NA	$5,000 plus 25.4% admin on consultant cost		$0
0227	Administrative Use Permit	$1,232.00		$3,891.86	0%	$3,891.00		$2,659
0208	Temporary Use Permit	$646.00		$840.96	0%	$840.00		$194
0196	Minor Modification	$247.00		$1,163.36	0%	$1,163.00		$916
0228	Wireless Telecommunications Facility Permit (City Planner)	$2,011.00		$2,584.83	0%	$2,584.00		$573
0231	Wireless Telecommunications Facility Permit (Small Wireless Facility)	$1,032.00		$1,741.18	0%	$1,741.00		$709
0229	Planning Staff Review/Inspection	$203.00	per hour	$259.94	0%	$259.00	per hour	$56

SECTION F - COMMUNITY DEVELOPMENT DEPARTMENT

#	Description	Current Fee/Charge	Current Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
0230	Compliance Review	$733.00		$2,492.86	0%	$2,492.00		$1,759
0212	Temporary Banner Permit	$38.00		$51.03	0%	$51.00		$13
0213	Yard Sale Permit	$19.00		$35.59	2%	$35.00		$16
0214	Landscape Plan Check Fee Deposit	$1,219.00	deposit	NA	NA	$2,000.00	deposit	$781
0233	Planning Plan Check Fee - Single-Family Residential/Accessory Dwelling Unit	$177.00		$392.72	0%	$392.00		$215
0234	Home Occupation Permit	$160.00		$252.38	0%	$252.00		$92
0218	Zoning Verification Letter/Rebuild Letter	$270.00		$436.95	0%	$436.00		$166
0191	Recordable Standard Covenants	$420.00		$709.09	0%	$709.00		$289
0206	Extension of Time (administrative)	$501.00		$949.35	0%	$949.00		$448
	OTC Administrative Review: Mechanical Equipment (HVAC, Water Tanks); Fence/Walls Review; Building Code Exempt Structures	New		$76.70	1%	$76.00		NA
	Planning Plan Check Fee - Multi-family/Commercial	New		$724.34	0%	$724.00		NA
	Business Application Zoning Clearance	New		$152.87	1%	$152.00		NA
	Prelim Review of Plans (SFD Addition < 2,000 SF)	New		$153.93	1%	$153.00		NA
	Document Review (Covenants, Conditions & Restrictions, Covenants, Agreements)	New		NA	NA	Consultant Cost +25.4% Admin		NA
	Planning Review - New Accessory Dwelling Unit	$500.00		$775.68	0%	$775.00		$275
	Inclusionary Housing Fee	Cost +25.4% Admin		NA	NA	Consultant Cost +25.4% Admin		$0

Note:

If multiple deposits are required, highest deposit amount shall be collected; deposit account shall be replenished as directed by staff.

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0240	Certificate of Occupancy: New construction	$149.00			$216.61	0%	$216.61	$68
0242	Building Reinspection	$131.00			$134.97	0%	$134.97	$4
0243	Appeal (to Appeal Board)	$5,907.00	deposit		NA	NA	$5,907.00	$0
	Building Plan Check Fee							
0244	Building Plan Check Fee, when applicable shall be	81.2% of Permit Fee			NA	NA	81.2% of Permit Fee	$0
	Minimum Building Plan Check Fee	$284.40			$274.11	0%	$274.11	-$10
0247	Plan Check Fee for Plan Revisions (after permit is issued) min 2 hrs	$147.00	per hour		$142.20	0%	$142.20	-$5
0249	Miscellaneous Inspections: Overtime Inspection (per hour) min 2 hrs	$147.00	per hour		$155.43	0%	$155.43	$8
	Plan Check Extension	New			NA	NA	25% of Current fee schedule Value	NA
	Electrical Permit							
0250	Services 600 Volts or less & (not over 200 Amperes)	$195.00	each		$204.56	0%	$204.56	$10
0251	Services 600 Volts or less (201 to less than 600 Amperes)	$222.00	each		$245.47	0%	$245.47	$23
0252	Services 600 Volts or less & (600 or more Amperes)	$292.00	each		$327.30	0%	$327.30	$35
0253	Services over 600 Volts	$292.00	each		$327.30	0%	$327.30	$35
0254	Sub-Panel or Switchboard	$42.00	each		$81.82	0%	$81.82	$40
0255	Temporary Power Pole	$71.00	each		$81.82	0%	$81.82	$11
	Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes:							

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0256	Up to 1	$43.00	each		$81.82	0%	$81.82	$39
0257	Over 1 up to 10	$87.00	each		$122.74	0%	$122.74	$36
0258	Over 11 up to 50	$176.00	each		$163.65	0%	$163.65	-$12
0259	Over 50	$263.00	each		$204.56	0%	$204.56	-$58
0260	Dishwasher, Disposal, Clothes Washer, Clothes Dryer, Bath Fans, Trolley Busways	$29.00	each		$81.82	0%	$81.82	$53
0261	Branch Circuits Including Circuit Breakers	$13.50	each		$81.82	0%	$81.82	$68
0262	Receptacles, Switches, Fixtures, Junction Boxes, Other Outlets	$5.00	each		$12.27	0%	$12.27	$7
0263	Illuminated Signs, Outline Lighting, Festoon Lighting (each transformer)	$42.00	each		$40.91	0%	$40.91	-$1
0264	Swimming Pools, No Spas	$58.00	each		$163.65	0%	$163.65	$106
0265	Spa or Swimming Pools with Spas	$117.00	each		$184.11	0%	$184.11	$67
0266	Electrical Plan Check	81.2% of Electrical Permit			NA	NA	81.2% of Electrical Permit	$0
	Minimum Electrical Plan Check Fee	$284.40			$274.11	0%	$274.11	-$10
	Electric Vehicle Charger	New			$114.52	0%	$114.52	NA
	Plumbing Permit							
0267	Each plumbing fixture including its water supply, trap, and drainage piping: Toilet, Urinal, Tub, Shower, or combination, Mop Sink, Laundry Tray, Kitchen Sink, Bar Sink, Lavatory, Floor Drain, Floor Sink, Dishwasher, Clothes Washer, Drinking Fountain, Rainwater Drains, P-Trap, Water Treatment Equipment	$29.00	each fixture		$40.91	0%	$40.91	$12
0268	Water Piping, Drain Piping, Vent Piping	$29.00	each		$40.91	0%	$40.91	$12
0269	Water Supply System, Drainage System, Vent System	$87.00	each system		$94.10	0%	$94.10	$7
0270	Backflow Preventor or Anti-Siphon Device	$29.00	each		$61.37	0%	$61.37	$0

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0271	Gas Piping, each meter	$58.00	per meter		$81.82	0%	$81.82	$24
0272	Gas Outlet	$13.00	each		$20.46	0%	$20.46	$7
0273	Commercial Grease Trap, Commercial Grease Interceptor, Industrial Waste Interceptor, Trailer Park Trap	$71.00	each		$81.82	0%	$81.82	$11
0274	Sewer Connections & Sewer Extensions	$58.00	each		$81.82	0%	$81.82	$24
0275	Sewer Caps	$29.00	each		$40.91	0%	$40.91	$12
0276	Sump Pump Systems, Sewage Ejector Systems	$71.00	each		$81.82	0%	$81.82	$11
0277	Pool, Spa, or Combination thereof, including trap and Piping	$117.00	each		$122.74	0%	$122.74	$6
0278	Water Heater including water piping and vent system	$64.00	each		$65.46	0%	$65.46	$1
0279	Plumbing Plan Check	81.2% of Plumbing Permit			NA	NA	81.2% of Plumbing Permit	$0
	Minimum Plumbing Plan Check Fee	$284.40			$274.11	0%	$274.11	-$10
	Mechanical Permit							
0280	Furnace or Space Heater: Up to 100M BTU	$58.00	each		$81.82	0%	$81.82	$24
0281	Furnace or Space Heater: Over 100M BTU	$87.00	each		$102.28	0%	$102.28	$15
	Compressor Boiler:							
0282	Up to 3HP or 100M BTU	$58.00	each		$81.82	0%	$81.82	$24
0283	Over 3HP or 100M BTU - Up to 15HP or 500M BTU	$71.00	each		$81.82	0%	$81.82	$11
0284	Over 15HP or 500M BTU - Up to 30HP or 1000M BTU	$117.00	each		$122.74	0%	$122.74	$6
0285	Over 30HP or 1000M BTU	$205.00	each		$204.56	0%	$204.56	$0
0286	Absorption Units, Evaporative Coolers	$71.00	each		$81.82	0%	$81.82	$11
0287	VAV Control Box	$29.00	each		$40.91	0%	$40.91	$12
0288	Diffusers or Registers	$7.30	each		$12.27	0%	$12.27	$5
0289	Vent Fan, Residential Hood, Appliance Vents, Duct Alteration	$42.00	each		$40.91	0%	$40.91	-$1

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0290	Commercial Hood including Motor & Duct	$147.00	each		$163.65	0%	$163.65	$17
0291	Metal Fireplace & Chimney, Oil Fired Equipment, Storage Tanks, Dipping Tanks, Appliance or Equipment Not Listed	$58.00	each		$81.82	0%	$81.82	$24
0293	Mechanical Plan Check	81.2% of Mechanical Permit Fee			NA	NA	81.2% of Mechanical Permit Fee	$0
	Minimum Mechanical Plan Check Fee	$284.40			$274.11	0%	$274.11	-$10
	Building Permit - Building Valuation							
0299	$1,000	$88.00		Per Reso 11771	NA	NA	$88.00	$0
0300	$1,500	$130.00		Per Reso 11771	NA	NA	$130.00	$0
0301	$2,000	$176.00		Per Reso 11771	NA	NA	$176.00	$0
0302	$2,500	$206.00		Per Reso 11771	NA	NA	$206.00	$0
0303	$3,000	$234.00		Per Reso 11771	NA	NA	$234.00	$0
0304	$3,500	$264.00		Per Reso 11771	NA	NA	$264.00	$0
0305	$4,000	$292.00		Per Reso 11771	NA	NA	$292.00	$0
0306	$5,000	$322.00		Per Reso 11771	NA	NA	$322.00	$0
0307	$6,000	$351.00		Per Reso 11771	NA	NA	$351.00	$0
0308	$7,000	$381.00		Per Reso 11771	NA	NA	$381.00	$0
0309	$8,000	$410.00		Per Reso 11771	NA	NA	$410.00	$0
0310	$9,000	$441.00		Per Reso 11771	NA	NA	$441.00	$0
0311	$10,000	$469.00		Per Reso 11771	NA	NA	$469.00	$0
0312	$12,000	$514.00		Per Reso 11771	NA	NA	$514.00	$0
0313	$14,000	$558.00		Per Reso 11771	NA	NA	$558.00	$0
0314	$16,000	$599.00		Per Reso 11771	NA	NA	$599.00	$0
0315	$18,000	$644.00		Per Reso 11771	NA	NA	$644.00	$0
0316	$20,000	$688.00		Per Reso 11771	NA	NA	$688.00	$0
0317	$22,000	$733.00		Per Reso 11771	NA	NA	$733.00	$0
0318	$24,000	$778.00		Per Reso 11771	NA	NA	$778.00	$0
0319	$26,000	$821.00		Per Reso 11771	NA	NA	$821.00	$0
0320	$28,000	$864.00		Per Reso 11771	NA	NA	$864.00	$0

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
0321	$30,000	$910.00		Per Reso 11771	NA	NA	$910.00	$0
0322	$32,000	$951.00		Per Reso 11771	NA	NA	$951.00	$0
0323	$34,000	$994.00		Per Reso 11771	NA	NA	$994.00	$0
0324	$36,000	$1,042.00		Per Reso 11771	NA	NA	$1,042.00	$0
0325	$38,000	$1,084.00		Per Reso 11771	NA	NA	$1,084.00	$0
0326	$40,000	$1,129.00		Per Reso 11771	NA	NA	$1,129.00	$0
0327	$42,000	$1,170.00		Per Reso 11771	NA	NA	$1,170.00	$0
0328	$44,000	$1,215.00		Per Reso 11771	NA	NA	$1,215.00	$0
0329	$46,000	$1,260.00		Per Reso 11771	NA	NA	$1,260.00	$0
0330	$48,000	$1,302.00		Per Reso 11771	NA	NA	$1,302.00	$0
0331	$50,000	$1,348.00		Per Reso 11771	NA	NA	$1,348.00	$0
0332	$55,000	$1,435.00		Per Reso 11771	NA	NA	$1,435.00	$0
0333	$60,000	$1,523.00		Per Reso 11771	NA	NA	$1,523.00	$0
0334	$65,000	$1,613.00		Per Reso 11771	NA	NA	$1,613.00	$0
0335	$70,000	$1,700.00		Per Reso 11771	NA	NA	$1,700.00	$0
0336	$75,000	$1,787.00		Per Reso 11771	NA	NA	$1,787.00	$0
0337	$80,000	$1,875.00		Per Reso 11771	NA	NA	$1,875.00	$0
0338	$85,000	$1,963.00		Per Reso 11771	NA	NA	$1,963.00	$0
0339	$90,000	$2,051.00		Per Reso 11771	NA	NA	$2,051.00	$0
0340	$95,000	$2,122.00		Per Reso 11771	NA	NA	$2,122.00	$0
0341	$100,000	$2,197.00		Per Reso 11771	NA	NA	$2,197.00	$0
0342	Each $1,000 valuation over $100,000	$13.00		Per Reso 11771	NA	NA	$13.00	$0
0245	Energy Plan Check - Building Valuation							
	$1,000	$101.00	per 1K sq ft		$9.50	0%	$9.50	NA
	$1,500	$101.00	per 1K sq ft		$14.03	0%	$14.03	NA
	$2,000	$101.00	per 1K sq ft		$19.00	0%	$19.00	NA
	$2,500	$101.00	per 1K sq ft		$22.24	0%	$22.24	NA
	$3,000	$101.00	per 1K sq ft		$25.26	0%	$25.26	NA
	$3,500	$101.00	per 1K sq ft		$28.50	0%	$28.50	NA
	$4,000	$101.00	per 1K sq ft		$31.52	0%	$31.52	NA
	$5,000	$101.00	per 1K sq ft		$34.76	0%	$34.76	NA
	$6,000	$101.00	per 1K sq ft		$37.89	0%	$37.89	NA
	$7,000	$101.00	per 1K sq ft		$41.13	0%	$41.13	NA
	$8,000	$101.00	per 1K sq ft		$44.26	0%	$44.26	NA
	$9,000	$101.00	per 1K sq ft		$47.60	0%	$47.60	NA
	$10,000	$101.00	per 1K sq ft		$50.62	0%	$50.63	NA

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	$12,000	$101.00	per 1K sq ft		$55.48	0%	$55.48	NA
	$14,000	$101.00	per 1K sq ft		$60.23	0%	$60.23	NA
	$16,000	$101.00	per 1K sq ft		$64.66	0%	$64.66	NA
	$18,000	$101.00	per 1K sq ft		$69.51	0%	$69.52	NA
	$20,000	$101.00	per 1K sq ft		$74.26	0%	$74.27	NA
	$22,000	$101.00	per 1K sq ft		$79.12	0%	$79.13	NA
	$24,000	$101.00	per 1K sq ft		$83.98	0%	$83.98	NA
	$26,000	$101.00	per 1K sq ft		$88.62	0%	$88.62	NA
	$28,000	$101.00	per 1K sq ft		$93.26	0%	$93.27	NA
	$30,000	$101.00	per 1K sq ft		$98.23	0%	$98.23	NA
	$32,000	$101.00	per 1K sq ft		$102.65	0%	$102.66	NA
	$34,000	$101.00	per 1K sq ft		$107.29	0%	$107.30	NA
	$36,000	$101.00	per 1K sq ft		$112.47	0%	$112.48	NA
	$38,000	$101.00	per 1K sq ft		$117.01	0%	$117.01	NA
	$40,000	$101.00	per 1K sq ft		$121.87	0%	$121.87	NA
	$42,000	$101.00	per 1K sq ft		$126.29	0%	$126.30	NA
	$44,000	$101.00	per 1K sq ft		$131.15	0%	$131.16	NA
	$46,000	$101.00	per 1K sq ft		$136.01	0%	$136.01	NA
	$48,000	$101.00	per 1K sq ft		$140.54	0%	$140.55	NA
	$50,000	$101.00	per 1K sq ft		$145.51	0%	$145.51	NA
	$55,000	$101.00	per 1K sq ft		$154.90	0%	$154.90	NA
	$60,000	$101.00	per 1K sq ft		$164.39	0%	$164.40	NA
	$65,000	$101.00	per 1K sq ft		$174.11	0%	$174.12	NA
	$70,000	$101.00	per 1K sq ft		$183.50	0%	$183.51	NA
	$75,000	$101.00	per 1K sq ft		$192.89	0%	$192.90	NA
	$80,000	$101.00	per 1K sq ft		$202.39	0%	$202.40	NA
	$85,000	$101.00	per 1K sq ft		$211.89	0%	$211.90	NA
	$90,000	$101.00	per 1K sq ft		$221.39	0%	$221.40	NA
	$95,000	$101.00	per 1K sq ft		$229.05	0%	$229.06	NA
	$100,000	$101.00	per 1K sq ft		$237.15	0%	$237.16	NA
	Each $1,000 valuation over $100,000	$101.00	per 1K sq ft		$1.40	0%	$1.40	NA
0246	Accessibility Plan Check - Building Valuation							
	$1,000	$101.00	per 1K sq ft		$4.70	0%	$4.70	NA
	$1,500	$101.00	per 1K sq ft		$7.00	0%	$7.00	NA
	$2,000	$101.00	per 1K sq ft		$9.45	0%	$9.45	NA
	$2,500	$101.00	per 1K sq ft		$11.10	0%	$11.10	NA

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	$3,000	$101.00	per 1K sq ft		$12.60	0%	$12.60	NA
	$3,500	$101.00	per 1K sq ft		$14.20	0%	$14.20	NA
	$4,000	$101.00	per 1K sq ft		$15.75	0%	$15.75	NA
	$5,000	$101.00	per 1K sq ft		$17.35	0%	$17.35	NA
	$6,000	$101.00	per 1K sq ft		$18.90	0%	$18.90	NA
	$7,000	$101.00	per 1K sq ft		$20.55	0%	$20.55	NA
	$8,000	$101.00	per 1K sq ft		$22.10	0%	$22.10	NA
	$9,000	$101.00	per 1K sq ft		$23.80	0%	$23.80	NA
	$10,000	$101.00	per 1K sq ft		$25.30	0%	$25.30	NA
	$12,000	$101.00	per 1K sq ft		$27.70	0%	$27.70	NA
	$14,000	$101.00	per 1K sq ft		$30.10	0%	$30.10	NA
	$16,000	$101.00	per 1K sq ft		$32.30	0%	$32.30	NA
	$18,000	$101.00	per 1K sq ft		$34.75	0%	$34.75	NA
	$20,000	$101.00	per 1K sq ft		$37.10	0%	$37.10	NA
	$22,000	$101.00	per 1K sq ft		$39.55	0%	$39.55	NA
	$24,000	$101.00	per 1K sq ft		$41.95	0%	$41.95	NA
	$26,000	$101.00	per 1K sq ft		$44.30	0%	$44.30	NA
	$28,000	$101.00	per 1K sq ft		$46.60	0%	$46.60	NA
	$30,000	$101.00	per 1K sq ft		$49.10	0%	$49.10	NA
	$32,000	$101.00	per 1K sq ft		$51.30	0%	$51.30	NA
	$34,000	$101.00	per 1K sq ft		$53.60	0%	$53.60	NA
	$36,000	$101.00	per 1K sq ft		$56.20	0%	$56.20	NA
	$38,000	$101.00	per 1K sq ft		$58.50	0%	$58.50	NA
	$40,000	$101.00	per 1K sq ft		$60.90	0%	$60.90	NA
	$42,000	$101.00	per 1K sq ft		$63.10	0%	$63.10	NA
	$44,000	$101.00	per 1K sq ft		$65.55	0%	$65.55	NA
	$46,000	$101.00	per 1K sq ft		$68.00	0%	$68.00	NA
	$48,000	$101.00	per 1K sq ft		$70.25	0%	$70.25	NA
	$50,000	$101.00	per 1K sq ft		$72.75	0%	$72.75	NA
	$55,000	$101.00	per 1K sq ft		$77.45	0%	$77.45	NA
	$60,000	$101.00	per 1K sq ft		$82.20	0%	$82.20	NA
	$65,000	$101.00	per 1K sq ft		$87.05	0%	$87.05	NA
	$70,000	$101.00	per 1K sq ft		$91.75	0%	$91.75	NA
	$75,000	$101.00	per 1K sq ft		$96.45	0%	$96.45	NA
	$80,000	$101.00	per 1K sq ft		$101.15	0%	$101.15	NA
	$85,000	$101.00	per 1K sq ft		$105.89	0%	$105.90	NA

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
	$90,000	$101.00	per 1K sq ft		$110.64	0%	$110.65	NA
	$95,000	$101.00	per 1K sq ft		$114.49	0%	$114.50	NA
	$100,000	$101.00	per 1K sq ft		$118.54	0%	$118.55	NA
	Each $1,000 valuation over $100,000	$101.00	per 1K sq ft		$0.70	0%	$0.70	NA

SECTION H - PUBLIC WORKS

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
0346	Address Change/Additional Address (Residential)	$947.20	each		$432.29	0%	$432.00	each	-$515
	Address Change/Additional Address (ADU)	$947.20	each		$616.10	0%	$616.00	each	-$331
0347	Banner Permit	$325.50	each		$1,764.69	0%	$1,764.00	each	$1,439
0351	Encroachment Permit & Inspection Fee (Concrete, Trash Bin, Excavation, Sewer House Connection, Sewer Reconstruction)	$463.30	each		$488.48	0%	$488.00	each	$25
0351	Encroachment Permit & Inspection Fee (Food Trucks	$463.30	each		$580.34	0%	$580.00	each	$117
	Geology/Geotechnical Review								
0355	Deposit for geology/geotechnical review	$4,276.00	Initial Review `+ 25.4% Admin	(Cost Varied Depending on Size of Project)	NA	NA	Consultant Cost	Initial Review + 25.4% Admin	NA
	Grading								
	Grading Inspection Fee >1,000 acre	New	per hour		$198.31	0%	$198.00	per hour	NA
	Grading Inspection Fee <1,000 acre	New	per hour		$198.31	0%	$198.00	per hour	NA
	Grading Plan Check Fee	New			$888.12	0%	$888.00	each	NA
0365	Plan Check Fee-Provided by Consultants	Cost	+ 25.4% Admin		NA	NA	Consultant Cost	+ 25.4% Admin	$0
	National Pollutant Discharge Elimination System (NPDES)								
0366	Consultant Cost	$2,139.00	Initial Review or 25.4% Admin Fee		NA	NA	Consultant Cost +25.4% Admin		NA
0367	City Administrative Services	$917.00	Min $916.05 or 25.4% of Review Cost		NA	NA	$917.00	Min $916.05 or 25.4% of Consultant Review Cost	$0
0368	Housemoving Permit Fee	$564.00	per document		$303.13	0%	$303.00	per document	-$261
0369	Newsrack Permit Fee	$253.00	per newsrack per year		$303.13	0%	$303.00	per newsrack per year	$50
0370	Parcel Merge by Document	$1,569.00	per document		$210.06	0%	$210.00	Plus consultant cost +25.4% Admin	-$1,359
0371	Building Permit Plan Check Fee (Engineering)	$221.00	per hour		$353.65	0%	$353.00	Minimum $352 or hourly	$132
0371	Building Permit Plan Check Fee (Engineering) ADU	$221.00	per hour		$529.83	0%	$529.00	Minimum $487 or hourly	$308
0372	Public Works Improvement Plan Check - Single Family	$221.00	per hour		$444.97	0%	$444.00	minimum $411 or hourly	$223

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
	Public Works Improvement Plan Check - Multi- Family	$221.00	per hour		$889.93	0%	$889.00	minimum $822 or hourly	$668
	Public Works Improvement Plan Check - Residential Tract	$221.00	per hour		$889.93	0%	$889.00	minimum $822 or hourly	$668
	Public Works Improvement Plan Check - Commercial	$221.00	per hour		$1,334.90	0%	$1,334.00	minimum $1,233 or hourly	$1,113
0373	Public Works Plan Check-Provided by Consultants	Cost	+ 25.4% Admin		NA	NA	Consultant Cost	+ 25.4% Admin	$0
0374	Public Works Improvement Inspection - Single Family	$177.00	per hour		$297.47	0%	$297.00	per hour	$120
	Public Works Improvement Inspection - Multi-Family	$177.00	per hour		$99.16	0%	$99.00	per hour	-$78
	Public Works Improvement Inspection - Residential Tract	$177.00	per hour		$2,974.68	0%	$2,974.00	per hour	$2,797
	Public Works Improvement Inspection - Commercial	$177.00	per hour		$198.31	0%	$198.00	per hour	$21
0375	Public Works Inspection-Provided by Consultants	Cost	+ 25.4% Admin		NA	NA	Consultant Cost	+ 25.4% Admin	$0
0377	Sewer House Connection Permit Fee (Outside City Limits)	$978.00	each connection		NA	NA	$978.00	each connection	$0
0379	Subdivision Map, Parcel Map, and Monument Map Checking								
	City Admin Fee	$1,561.00			$420.12	0%	$420.00		-$1,141
	Consultant Charges	plus $7,503.50 or 70% of L.A. County fee schedule			NA	NA	Consultant Cost	+ 25.4% Admin	$0
0383	Subdivision CCR (Review By City Attorney)								
	City Admin Fee	+ 25.4% Admin			NA	NA	City Attorney fee		$0
	Consultant Charges	Cost			NA	NA	Cost		$0
0384	Waste and Recycling Collection Permit Application	$591.00	per application		$364.58	0%	$364.00	per application	-$227
0385	Transportation Permit Fee (Vehicle Code Section 35795)	$17.00	per permit (Single Trip)		NA	NA	$16.00	per permit (Single Trip)	-$1
		$98.00	per permit (Annual Trip)		NA	NA	$90.00	per permit (Annual Trip)	-$8
0386	Traffic Engineering Plan Check Fee								
	City Admin Fee	+ 25.4% Admin			$210.06	NA	+ 25.4% Admin		$0
	Consultant Charges	Cost			NA	NA	Consultant Cost		$0

SECTION H - PUBLIC WORKS

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
0387	Public Works Water Division Plan Check	$221.00	per hour		$117.45	0%	$117.00	per hour	-$104
0388	Public Works Water Division Inspection	$177.00	per hour		$117.45	0%	$117.00	per hour	-$60
0389	During Extreme Weather, Plastic Sheeting after the First Roll	$120.90	Additional Rolls	(First Roll of Sheeting is free)	$128.65	1%	$128.00	Additional Rolls	$7
	Street Vendor Fee (Peddler)	New			$255.37	0%	$255.00		NA
	Water Service Installation	New	Deposit	Consultant +25% Admin	NA	NA	Consultant Cost	+ 25.4% Admin	NA
	Backflow Annual Inspection & Compliance	New			$117.45	0%	$117.00		NA
	Construction Meter Fee	New	Deposit	Rental Fee + $2,500 Deposit + Water Use	$234.90	0%	$234.00	Staff Time+ $1250 Deposit + Water Use	NA
	Permit Parking Review	New	each		$2,923.46	0%	$2,923.00		NA
	Meter Testing 3/4" - 1"	New	each	Cost + staff time	$225.50	0%	$225.00		NA
	Meter Testing 1.5" - 2"	New	each	Cost + staff time	$285.50	0%	$285.00		NA
	Meter Testing 3" or larger	New	each	Cost + staff time + consultant time	$405.50	0%	$405.00	+ Consultant T&M	NA
	Fire Hydrant Flow Test	$403.00	each		$389.81	0%	$389.00		-$14

Appendix D – Full Cost Calculations

The tables below contain the time data used in hours **(figures in the green cells, the without $ symbol)** to calculate the full cost for each service as listed in Appendix C. The fully burdened hourly rate **(figures with the $ symbol)** for each position is listed below the position title at the top of each page, and when multiplied by the time data in each row it produces the full cost. An example of how the calculation is made is below (refer to appendix B for the calculation of bully burdened hourly rates).

SECTION G - BUILDING AND SAFETY					
			BUILDING AND SAFETY	BUILDING AND SAFETY	
			PERMIT TECHNICIAN II	BUILDING INSPECTOR	
#	Description	Current Fee/Charge	$65.38	$81.82	Full Cost
0240	Certificate of Occupancy: New construction	$149.00	3.00	0.25	$216.61

Position	Fully Hourly Rate		Hours		Cost per Position
PERMIT TECHNICIAN II	$65.38	x	$3.00	=	$196.15
BUILDING INSPECTOR	$81.82	x	$0.25	=	$20.46
			Full Cost for Service		$216.61

SECTION A - GENERAL ADMINISTRATION

#	Description	Current Fee/Charge	Unit	FINANCE ACCOUNT CLERK	CITY CLERK SENIOR CLERK TYPIST (NON-CONF)	CITY CLERK DEPUTY CITY CLERK	Material/3rd Party Cost	Full Cost
				$61.23	**$78.39**	**$67.27**		
	CITY CLERK FEES:							
	Duplication Charge							
0001	General Photocopying - related to Public Records Request	$0.10	per page	0.02			**$0.10**	$1.12
0002	Specialized Materials (Maps, Diagrams, Reports, etc)	Actual Cost						NA
0003	Optical Disk	$5.50	per disk		0.25		**$1.00**	$20.60
0004	City Clerk-Written Certification	$3.50				0.15		$10.09
	FINANCE FEES							
	Massage Establishment							
0008	Filming Permit Special Processing Fee	$124.00						NA
0009	Filming Permit Application	$73.00	each					NA
0010	Filming Permit	$292.00	per day					NA
0012	Firework Permit	$488.00						NA
0016	Bingo Permit	$50.00	each					NA

* In addition to the fees listed under this Master Schedule of Fees and Charges, city would pass through any and all third party actual charges to customers

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	FIRE SAFETY SPECIALIST	FIRE MARSHALL	FIRE PREVENTION PERMIT TECH. I	CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT SENIOR CLERK TYPIST (NON-CONF)	FIRE CAPTAIN	Material/3rd Party Cost	Full Cost
					$66.66	$118.30	$63.22	$63.51	$86.09	$184.81		
	FIRE DEPARTMENT PLAN REVIEW											
0018	Building Plans and Fire Life Safety Plan Review	$190.80	per hour (min. 2 hrs)		1.50	1.00	0.50					$249.90
	and Inspections	$97.50	each		1.50		0.25					$115.80
	Plus Third Party Costs	Actual										NA
0019	Building/Fire LS Plan Review Resubmittal Plan	$190.80	per hour (min. 1 hr)			1.00	0.50					$149.90
	and Inspections	$97.50	each		1.50		0.25					$115.80
	Plus Third Party Costs	Actual										NA
0020	Expedite or Over-the-Counter Plan Check	$190.80	per hour (min. 1 hr)			1.00	0.50					$149.90
	Plus Third Party Costs	Actual										NA
0021	As-Built/Revisions Plan Review	$95.20	per hour (min. 1 hr)			1.00	0.50					$149.90
	Plus Third Party Costs	Actual										NA
0022	All Fire Protection Plan Review Resubmittals	$95.20	per hour (min. 1 hr)			1.00	0.50					$149.90
	Plus Third Party Costs	Actual										NA
0023	Fire Alarm Plan Check, Fire Permit,	$299.10	per hour (min. 1 hr)		2.75	1.00	0.50					$333.23
	Inspections	$97.50	each		1.50		0.25					$115.80
	Plus Per Device (Fire Permit)	$8.20	per device		0.13		0.02					$9.94
	Plus Third Party Costs	Actual										NA
0024	Fire Extinguisher Systems, Fire Permit,	$299.10	per hour (min. 1 hr)		2.75	1.00	0.50					$333.23
	Inspections	$97.50	each		1.50		0.25					$115.80
	Plus Per Device (Fire Permit)	$8.20	per device		0.13		0.02					$9.94
	Plus Third Party Costs	Actual										NA
0025	Fire Sprinkler System, Fire Permit,	$299.10	per hour (min. 1 hr)		2.75	1.00	0.50					$333.23
	Inspections	$97.50	each		1.50		0.25					$115.80
	Plus Per Head (Fire Permit)	$8.20	per device		0.13		0.02					$9.94
	Plus Third Party Costs	Actual										NA
0026	All Additional Plan Check Services, Technical Reports, Alternate Methods of Protection, Appeals, Architectural Design Review, Fire Watch Reports	$190.80	per hour (min. 1 hr)			1.00	0.50					$149.90
	Plus Third Party Costs and Adm Processing Fee	Actual										NA
	Expired Plan Review and Fire Permit	$1.00	of Permit/Plan Review									NA
0027	Records Management (Storage for Fire Plans)	0.12%	per valuation + 25.4% Admin									NA
	FIRE FEES											
	INSPECTIONS	(Fee Plus 3rd Party Service Cost)										
	State Mandated Inspections											
0028	Apartments	$125.60	per floor		0.50		0.10	1.50				$134.93
0029	High-Rise Occupancy	$190.80	per floor		3.00		0.25					$215.80
0030	Hotel or Motel Occupancy	$190.80	per floor		3.00		0.25					$215.80
0031	Hospital Occupancy	$190.80	per floor		3.00		0.25					$215.80
0032	Private School Occupancy	$190.80	per inspection		3.00		0.25					$215.80
0033	Public School Occupancy	$190.80	per inspection		3.00		0.25					$215.80
0034	Other State Mandated Occupancy	$190.80	per inspection		3.00		0.25					$215.80
0035	State Mandated Pre-Inspection Consultation	$97.50	per inspection (25 or fewer persons)		1.00	0.50	0.25					$141.62
0036	State Mandated Pre-Inspection Consultation	$117.50	per inspection (26 or more persons)		1.50	0.75	0.25					$204.52
0037	Mid-Rise and Multi-Story Structures	$190.80	per floor		3.00		0.25					$215.80
0038	Miscellaneous Inspections: Reinspection, Investigation, Fire/ Code Compliance, Occupancy Final Permit, Fire Watch	$97.50	per inspection (+ 25.4% Admin)		1.50		0.25					$115.80
0039	Expedite and/or After Hour/Overtime Inspection	$142.20	per hour (+ 25.4% Admin)			1.50	0.25					$193.25
	Code Enforcement:											
0040	Home Occupation Inspection	$97.50	per inspection					1.50	0.50			$138.32
0041	Code Enforcement Re-inspection	$97.50	per inspection					1.25	0.25			$100.92

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	FIRE SAFETY SPECIALIST	FIRE MARSHALL	FIRE PREVENTION PERMIT TECH. I	CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT SENIOR CLERK TYPIST (NON-CONF)	FIRE CAPTAIN	Material/3rd Party Cost	Full Cost
					$66.66	$118.30	$63.22	$63.51	$86.09	$184.81		
	Shopping Cart Enforcement:											
0042	Shopping Cart Plan Review Fee	$232.40				2.00		0.50	0.50			$311.39
0043	Shopping Cart Appeal Processing Fee	$274.50				2.00		0.50	0.50			$311.39
0044	Shopping Cart Plan Amendments	$232.40				1.50		0.50	0.25			$230.72
0045	Code Enforcement Appeal (Notices of Abatement)	$439.10	per appellant			1.00		8.00	0.50			$669.46
0046	California Fire Code Permits	$190.80	each permit		2.00	0.50	0.50					$224.09
0047	California Fire Code Permits (Construction)	$190.80	each permit		2.00	0.50	0.50					$224.09
	Business Fire Safety Fees		plus 25.4% Admin									
0048	3 or Less Employees	$61.00			1.00		0.25					$82.47
0049	4-6 Employees	$91.60			1.50		0.25					$115.80
0050	7-10 Employees	$122.50			2.00		0.25					$149.13
0051	11-20 Employees	$152.90			2.50		0.25					$182.47
0052	21 & Over Employees	$183.70			3.00		0.25					$215.80
0053	Fire Hydrant Flow Calculation	$390.60	each			0.50	0.50					$90.76
0054	Deputy Inspector Registration Fee	$97.50	each			1.00	0.50					$149.90
0056	Filming Details Staff Time	$109.60	per hour per employee			1.50	0.25					$193.25
	INDUSTRIAL WASTE PROGRAM											
	City Administration: Plus Third Party Costs											
0057	Industrial Waste Program (deposit required)	$735.00	plus 25.4% Admin									NA
0058	Industrial Waste Class E - Annual Permit and Inspection	$922.00				0.50	0.50	1.00			$213.50	$367.77
0059	Industrial Waste Class F (E) - Annual Permit and Inspection	$386.00				0.15	0.25	0.50			$213.50	$278.81
	Restaurant FOG Plan Review Clearance	New				1.00	0.50					$149.90
	Plus Third Party Costs	Actual										NA
	IW/FOG Inspection	New	Each	Plus Third Party Cost		0.50	0.25	1.25				$154.34
	Los Angeles County/Third Party Costs:	Actual Contract Cost (directed by L.A County on or about June 30, 2022) + 25.4% Admin										
	Industrial Waste Class A - Annual Permit and Inspection	$495.00										NA
	Industrial Waste Class B - Annual Permit and Inspection	$967.00										NA
	Industrial Waste Class C - Annual Permit and Inspection	$1,451.00										NA
	Industrial Waste Class D - Annual Permit and Inspection	$1,923.00										NA
	Industrial Waste Class G (COUNTY E) - Annual Permit and Inspection	$2,259.00										NA
	Industrial Waste Class M - Annual Permit and Inspection	$4,767.00										NA
	Rainwater Diversion System Class X - Inspection	$417.00										NA
	Permit Application, New (Sewer)	$749.00										NA
	Permit Application, New (Onsite)	$912.00										NA
	Permit Application, New (Offsite)	$1,001.00										NA
	Permit Application, Revision (Sewer)	$505.00										NA

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	FIRE SAFETY SPECIALIST	FIRE MARSHALL	FIRE PREVENTION PERMIT TECH. I	CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT SENIOR CLERK TYPIST (NON-CONF)	FIRE CAPTAIN	Material/3rd Party Cost	Full Cost
					$66.66	$118.30	$63.22	$63.51	$86.09	$184.81		
	Permit Application, Revision (Onsite)	$749.00										NA
	Permit Application, Revision (Offsite)	$670.00										NA
	Plan Review, New, Sewer 1	$1,248.00										NA
	Plan Review, New, Sewer 2	$1,581.00										NA
	Plan Review, New, Sewer 3	$1,912.00										NA
	Plan Review, New, Sewer 4	$2,240.00										NA
	Plan Review, New, Sewer 5	$2,577.00										NA
	Plan Review, New, Sewer 6	$2,907.00										NA
	Plan Review, New, Onsite 1	$1,414.00										NA
	Plan Review, New, Onsite 2	$1,744.00										NA
	Plan Review, New, Onsite 3	$2,075.00										NA
	Plan Review, New, Onsite 4	$2,409.00										NA
	Plan Review, New, Onsite 5	$3,073.00										NA
	Plan Review, New, Onsite 6	$3,567.00										NA
	Plan Review, New, Offsite 1	$1,328.00										NA
	Plan Review, New, Offsite 2	$1,665.00										NA
	Plan Review, New, Offsite 3	$1,997.00										NA
	Plan Review, New, Offsite 4	$2,325.00										NA
	Plan Review, New, Offsite 5	$2,653.00										NA
	Plan Review, New, Offsite 6	$2,988.00										NA
	Plan Review, Revision, Sewer 1	$912.00										NA
	Plan Review, Revision, Sewer 2	$1,248.00										NA
	Plan Review, Revision, Sewer 3	$1,581.00										NA
	Plan Review, Revision, Sewer 4	$1,912.00										NA
	Plan Review, Revision, Sewer 5	$2,240.00										NA
	Plan Review, Revision, Sewer 6	$2,577.00										NA
	Plan Review, Revision, Onsite 1	$1,083.00										NA
	Plan Review, Revision, Onsite 2	$1,414.00										NA

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	FIRE SAFETY SPECIALIST	FIRE MARSHALL	FIRE PREVENTION PERMIT TECH. I	CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT SENIOR CLERK TYPIST (NON-CONF)	FIRE CAPTAIN	Material/3rd Party Cost	Full Cost
					$66.66	$118.30	$63.22	$63.51	$86.09	$184.81		
	Plan Review, Revision, Onsite 3	$1,744.00										NA
	Plan Review, Revision, Onsite 4	$2,075.00										NA
	Plan Review, Revision, Onsite 5	$2,409.00										NA
	Plan Review, Revision, Onsite 6	$3,073.00										NA
	Plan Review, Revision, Offsite 1	$1,001.00										NA
	Plan Review, Revision, Offsite 2	$1,328.00										NA
	Plan Review, Revision, Offsite 3	$1,665.00										NA
	Plan Review, Revision, Offsite 4	$1,997.00										NA
	Plan Review, Revision, Offsite 5	$2,325.00										NA
	Plan Review, Revision, Offsite 6	$2,653.00										NA
	Closure Inspection	$779.00										NA
	Site Remedial & Cleanup Plan Review Initial Deposit	$694.00										NA
	Site Remedial per hour	$181.00										NA
	Off-Hours Inspection per hour	$385.00										NA
	Inspection, for which no fee is indicated	$495.00										NA
	Additional Plan Review per hour	$181.00										NA
	Wastewater Sampling	$495.00										NA
	Citizen CPR/IAED Training Program											
0060	Per Resident	$36.45	cost of books and membership cards									NA
0061	Per Non-Resident	$42.30										NA
	Ambulance Subscription Fee (Business Membership)											
0062	1-10 Employees	$58.80										NA
0063	11-20 Employees	$117.50										NA
0064	21-30 Employees	$177.00										NA
0065	31-40 Employees	$235.90										NA
0066	41-50 Employees	$295.40										NA
0067	51-60 Employees	$353.60										NA
0068	61-70 Employees	$412.30										NA
0069	71-80 Employees	$470.90										NA
0070	81-90 Employees	$529.60										NA
0071	91-100 Employees	$588.20										NA
0072	101-110 Employees	$646.90										NA
0073	111-120 Employees	$705.60										NA
0074	121-130 Employees	$764.20										NA
0075	131-140 Employees	$822.90										NA
0076	141+ Employees	$882.00										NA
0077	Ambulance Subscription Fee (Non-Business Membership)	$50.00										NA

SECTION B - FIRE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	FIRE SAFETY SPECIALIST	FIRE MARSHALL	FIRE PREVENTION PERMIT TECH. I	CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT SENIOR CLERK TYPIST (NON-CONF)	FIRE CAPTAIN	Material/3rd Party Cost	Full Cost
					$66.66	$118.30	$63.22	$63.51	$86.09	$184.81		
	Ambulance Transportation Fee	Per LA County DHS Rates	plus dispatch costs									NA
0078	Patient Assessment Fee	$190.00	plus dispatch costs									NA
0079	Electronic Documentation Fee	$30.50										NA
0080	Hazardous Condition and Traffic Collision Recovery Fee	Cost	`+ 25.4% Admin									NA
0081	Document Copy Charge Response Reports	$8.80	per report									NA

SECTION C - LIBRARY

#	Description	Current Fee/Charge	Unit	LIBRARY LIBRARY ASSISTANT (Clerk) $55.74	LIBRARY LIBRARY PAGE P/T $31.65	LIBRARY LIBRARIAN $82.80	LIBRARY LIBRARY TECHNICIAN $50.86	RECREATION & COMMUNITY SERVICES RECREATION MANAGER $154.68	RECREATION & COMMUNITY SERVICES CIVIL ENGINEERING ASSOCIATE $113.83	RECREATION & COMMUNITY SERVICES PROGRAM COORDINATOR $95.52	RECREATION & COMMUNITY SERVICES RECREATION LEADER P/T $41.07	Material/3rd Party Cost	Full Cost
	Damaged/Lost Library Material												
0082	Processing fee for adding replacement copy or accompanying material	$11.00		0.33	0.09	0.09	0.09						$33.27
0083	Accompanying Material	$10.00		0.33			0.09						$22.97
0084	Replace Plastic Jacket	$2.30		0.33	0.17								$23.77
0086	DVD Case	$9.75		0.41									$22.85
0087	CD Case (single)	$2.30	per case	0.41									$22.85
0088	Bag From Children's Book/CD Set	$2.30	per bag	0.41									$22.85
0089	Audiobook/CD (multiple)/Hotspot Case	$5.30		0.41									$22.85
0091	DVD/CD Cover (Inside Jacket)	$6.50		0.50									$27.87
0093	Library Card Replacement	$3.00	per card	0.09									$5.02
0094	Interlibrary Loan Fees	$6.00	per request plus charges of lending library	0.09		0.50	0.09						$50.99
0095	Interlibrary Loan Photocopy	$6.00	per pageover 20 pages (pages 1-20 free)	0.09		0.50	0.09						$50.99
0097	Wifi Hotspot	Replacement Cost											NA
0098	Charging Cable/Laptop Bag/Mouse/Peripheral	Replacement Cost											NA
0099	Chromebook	Replacement Cost											NA
0100	Alzheimer's Kit	Replacement Cost											NA
	Parks Pack	Replacement Cost											NA
	iPad	New											NA
	Printing - Black & White	$0.25	per page	0.02								**$0.10**	$1.03
	Printing - Color	$0.50	per page	0.02								**$0.20**	$1.13
	Room Rental												
	Friends Room Rental												
0101	Non-Profit Adult (Based Outside Town)	$71.60	per hour					0.25	0.25	1.00	1.00		$203.71
0102	Non-Profit Adult (Based In Town)	$7.60	per hour					0.25	0.25	1.00	1.00		$203.71
0103	Non-Profit Youth Organizations	$4.30	per hour					0.25	0.25	1.00	1.00		$203.71

SECTION D - RECREATION / COMMUNITY SERVICES

#	Description	Current Fee/Charge	Unit	RECREATION & COMMUNITY SERVICES	RECREATION & COMMUNITY SERVICES	RECREATION & COMMUNITY SERVICES	POLICE	FIRE	HUMAN RESOURCES	PUBLIC WORKS	CITY MANAGER	RECREATION & COMMUNITY SERVICES	RECREATION & COMMUNITY SERVICES	RECREATION & COMMUNITY SERVICES	RECREATION & COMMUNITY SERVICES	
				RECREATION LEADER P/T	DIRECTOR OF REC & COMM SVCS	RECREATION MANAGER	POLICE CAPTAIN	MARSHAL L	DIRECTOR OF HR & RISK MGMT	DIRECTOR OF PUBLIC WORKS	ASSISTANT CITY MANAGER	ENGINEERING ASSOCIATE	PROGRAM COORDINATOR	POOL MANAGER P/T	LIFEGUARD P/T	
				$41.07	$304.73	$154.68	$215.73	$118.30	$260.96	$281.17	$201.59	$113.83	$95.52	$51.49	$41.86	Full Cost
	Athletic Field Rental															
0104	Private Party	$43.50	per hour/field	0.25		0.25						0.25	1.00			$172.91
0105	Non-Profit Adult (Based Outside Town)	$21.25	per hour/field	0.25		0.25						0.25	1.00			$172.91
0106	Non-Profit Adult (Based In Town)	$2.35	per hour/field	0.25		0.25						0.25	1.00			$172.91
0107	Non-Profit Youth Organizations	$0.30	per hour/field	0.25		0.25						0.25	1.00			$172.91
	Athletic Field Lights															
0108	Private Party	$4.75	per hour/field									0.25	0.25			$52.34
0109	Non-Profit Adult (Based Outside Town)	$2.30	per hour/field									0.25	0.25			$52.34
0110	Non-Profit Adult (Based In Town)	$0.30	per hour/field									0.25	0.25			$52.34
0111	Non-Profit Youth Organizations	$0.30	per hour/field									0.25	0.25			$52.34
	Gymnasium Rental															
0112	Private Party	$122.00	per hour	1.00		0.25						0.25	1.00			$203.71
0113	Non-Profit Adult (Based Outside Town)	$61.00	per hour	1.00		0.25						0.25	1.00			$203.71
0114	Non-Profit Adult (Based In Town)	$5.80	per hour	1.00		0.25						0.25	1.00			$203.71
0115	Non-Profit Youth Organizations	$0.60	per hour	1.00		0.25						0.25	1.00			$203.71
0116	Staffing/Additional Staffing	$24.70	per hour	1.00												$41.07
	Pool Rental															
0117	Private Party	$152.80	per hour									0.25	1.00	1.00	1.00	$217.32
0118	Non-Profit Youth Organizations	$0.90	per hour									0.25	1.00	1.00	1.00	$217.32
0119	Additional Aquatics Staffing	$24.70	per hour												1.00	$41.86
	Langley Center Main Room Rental															
0120	Private Party	$152.80	per hour	1.00		0.25						0.25	1.00			$203.71
0121	Non-Profit Adult (Based Outside Town)	$76.50	per hour	1.00		0.25						0.25	1.00			$203.71
0122	Non-Profit Adult (Based In Town)	$8.20	per hour	1.00		0.25						0.25	1.00			$203.71
0123	Non-Profit Youth Organizations	$3.50	per hour	1.00		0.25						0.25	1.00			$203.71
0124	Langley Center Kitchen Facility	$42.40	per hour	0.50								0.25	0.25			$72.87
0125	Staffing/Additional Staffing	$24.70	per hour	1.00												$41.07
	Barnes Park Memorial Amphitheater															
0126	Private Party	$152.80	per hour	1.00		0.25						0.25	1.00			$203.71
0127	Non-Profit Adult (Based Outside Town)	$76.50	per hour	1.00		0.25						0.25	1.00			$203.71
0128	Non-Profit Adult (Based In Town)	$8.20	per hour	1.00		0.25						0.25	1.00			$203.71
0129	Non-Profit Youth Organizations	$3.50	per hour	1.00		0.25						0.25	1.00			$203.71
0130	Staffing/Additional Staffing	$24.70	per hour	1.00												$41.07
	Service Club House Rental															
0131	Private Party	$152.80	per hour	1.00		0.25						0.25	1.00			$203.71
0132	Non-Profit Adult (Based Outside Town)	$76.50	per hour	1.00		0.25						0.25	1.00			$203.71
0133	Non-Profit Adult (Based In Town)	$8.20	per hour	1.00		0.25						0.25	1.00			$203.71
0134	Non-Profit Youth Organizations	$3.50	per hour	1.00		0.25						0.25	1.00			$203.71
0135	Staffing/Additional Staffing	$24.70	per hour	1.00												$41.07
	Other Indoor Facilities (Community Room, Elder, Siera Vista, etc.)															
0136	Private Party	$122.00	per hour	1.00		0.25						0.25	1.00			$203.71
0137	Non-Profit Adult (Based Outside Town)	$61.00	per hour	1.00		0.25						0.25	1.00			$203.71
0138	Non-Profit Adult (Based In Town)	$5.75	per hour	1.00		0.25						0.25	1.00			$203.71
0139	Non-Profit Youth Organizations	$2.30	per hour	1.00		0.25						0.25	1.00			$203.71
0140	Staffing/Additional Staffing	$24.70	per hour	1.00												$41.07
0141	Picnic Shelter	$106.00	per shelter	0.50		0.25						0.50	0.50			$163.88
0142	Picnic Shelter - Non Resident	$126.00	per shelter	0.50		0.25						0.50	0.50			$163.88
0143	Facility Clean-up Deposit (Where Applicable)	$300-500														NA
	Swim Lessons															
0144	Youth: (1-3 yrs old)	$36.30	for 5 hours of lessons									0.25	0.25	0.25	0.40	$81.95
0145	Youth: (4-6 yrs old)	$36.30	for 5 hours of lessons									0.25	0.25	0.25	0.40	$81.95
0146	Youth: (7-17 yrs old)	$36.30	for 5 hours of lessons									0.25	0.25	0.25	0.40	$81.95
0147	Adult	$36.90	for 5 hours of lessons									0.25	0.25	0.25	0.40	$81.95
	Public Swim															
0148	Admission-Youth	$2.50	2 hour swim											1.50	1.50	$140.03
0149	Admission-Adult	$3.50	2 hour swim											1.50	1.50	$140.03
0150	Admission-Youth Discount Pass (20 Swims)	$38.00	per pass											30.00	30.00	$2,800.55
0151	Admission-Adult Discount Pass (20 Swims)	$56.00	per pass											30.00	30.00	$2,800.55
0152	Lap Swimming: Per Swim	$5.25	per swim											2.00	2.00	$186.70
0153	Lap Swimming: Monthly Pass	$40.00	per month											60.00	60.00	$5,601.10
0154	Lap Swimming: Family	$75.00	per month											60.00	60.00	$5,601.10
0155	Lap Swimming: Senior	$27.00	per month											60.00	60.00	$5,601.10
	Child Care Fees															
0156	After School Care-Resident	$125.00	per week	15.00								0.25	5.00			$1,122.07
0157	After School Care-Non Resident	$133.00	per week	15.00								0.25	5.00			$1,122.07
0158	All Day & Summer-Resident	$172.00	per week	50.00								0.25	5.00			$2,559.50
0159	All Day & Summer-Non Resident	$180.00	per week	50.00								0.25	5.00			$2,559.50
0160	Recreation Class & Activity Registration Fee	$9.70	per registration													NA
0161	Alcohol Consumption Permit Fee	$115.10			0.50		1.00	0.50	0.50	0.50	0.50					$799.11
	Special Event Permit - Private Party	New			0.50		0.50	0.50	0.50	0.50	0.50	1.00				$805.07

SECTION D - RECREATION / COMMUNITY SERVICES

#	Description	Current Fee/Charge	Unit	RECREATION & COMMUNITY SERVICES RECREATION LEADER P/T $41.07	RECREATION & COMMUNITY SERVICES DIRECTOR OF REC & COMM SVCS $304.73	RECREATION & COMMUNITY SERVICES RECREATION MANAGER $154.68	POLICE POLICE CAPTAIN $215.73	FIRE MARSHAL $118.30	HUMAN RESOURCES DIRECTOR OF HR & RISK MGMT $260.96	PUBLIC WORKS DIRECTOR OF PUBLIC WORKS $281.17	CITY MANAGER ASSISTANT CITY MANAGER $201.59	RECREATION & COMMUNITY SERVICES ENGINEERING ASSOCIATE $113.83	RECREATION & COMMUNITY SERVICES PROGRAM COORDINATOR $95.52	RECREATION & COMMUNITY SERVICES POOL MANAGER P/T $51.49	RECREATION & COMMUNITY SERVICES LIFEGUARD P/T $41.86	Full Cost
	Special Event Permit - Non-profit	New			0.50		0.50	0.50	0.50	0.50	0.50	1.00				$805.07
	Facility Rental - El Encanto	New	per rental/hour	1.00		0.25						0.25	1.00			$203.71

SECTION E - POLICE DEPARTMENT

#	Description	Current Fee/Charge	Unit	Notes	POLICE LIEUTENANT	POLICE SERGEANT	POL ADMINISTRATIVE ASSISTANT	SECRETARY TO POLICE CHIEF	POLICE CHIEF	POLICE CORPORAL - HOURLY RATE	POLICE OFFICER - HOURLY RATE	JAILER SUPERVISOR	JAILER	POLICE RECORDS CADET P/T	POLICE CLERK	POL RECORDS MGMT SYSTEMS TECH	COMMUNITY SERVICE OFFICER	SENIOR ACCOUNT CLERK	SENIOR ACCOUNTANT	Material/3rd Party Cost	Full Cost
					$177.85	$146.06	$60.40	$63.78	$228.79	$109.16	$101.24	$85.61	$61.38	$30.41	$53.90	$70.79	$58.08	$46.12	$94.74		
0162	DUI Processing	$848.00			0.50	1.00				0.50	2.50		6.00		1.50			0.05	0.05		$998.83
	Emergency Response to DUI Traffic Collision																				
0163	DUI Arrest	$202.00			0.50	0.50				0.50	2.00		6.00		1.50			0.05	0.05		$875.18
0164	DUI Non-Injury	$939.00			0.50	1.00				0.50	2.50		6.00		1.50			0.05	0.05		$998.83
0165	DUI Minor Injury	$1,049.00			0.50	1.00				1.00	3.00		6.00		1.50			0.05	0.05		$1,104.03
0166	DUI Major/Fatal Injury	$1,528.00			0.50	3.00				6.00	6.00				1.50			0.05	0.05		$1,877.40
0167	Vehicle Impound / Storage Release	$237.00			0.50	0.50					1.00				1.00			0.05	0.05		$324.14
0168	Special Handling Administration Charges	$61.00													0.50			0.05	0.05		$33.99
0169	Clearance Letter	$102.00													1.00			0.05	0.05		$60.94
0170	Local Background Check/Recruiters	$44.00													0.50			0.05	0.05		$33.99
0171	CAD Log Searches (address and/or time/date of incidents)	$31.00	each												1.00			0.05	0.05		$60.94
0172	Crime Rate Report (required research redacting, writing)	$50.00													0.25	1.00		0.05	0.05		$91.30
0173	Visa/INS Letter CW/ Report	$103.00	each												1.25			0.05	0.05		$74.42
0174	Replace Lost Permit	$29.00													0.35			0.05	0.05	$1.00	$26.91
0175	Duplicate Citations	$6.00													0.25			0.05	0.05		$20.52
	Animal Services																				
	Deceased Small Pet - Picked up by Animal Services Officer	$60.00	Contracted with LA County																		NA
	Deceased Small Pet - Delivered to Shelter by owner	$10.00	Dept of Animal Care & Control																		NA
	Deceased Large Pet	$250.00																			NA
	License: Dogs-one year license (sterilized)	$20.00																			NA
	License: Cat-one year license (sterilized)	$5.00																			NA
	License: Dogs-one year license (unsterilized)	$60.00																			NA
	License: Cat-one year license (unsterilized)	$10.00																			NA
	License: Dogs-one year license (sterilized) military veterans with disabilities	$7.50																			NA
	License: Dogs-one year license (sterilized) senior discount	$7.50																			NA
0176	Residential and Business Alarm Permits	$58.60															1.00				$58.08
0177	Verification of Proof of Correction on Traffic Citations	$23.90									0.25				0.25						$38.78
0178	Fingerprinting	$32.60												0.50							$15.21
0179	Prisoner Booking Fees	$217.00	per Court																	$200.00	$200.00
	Sentenced Prisoners																				
0180	Housing	$112.80	per 24 hours									0.50	0.50					0.05	0.05		$80.54
0181	Per Diem Rate	$60.80	per 12 hours									0.50	0.50					0.05	0.05		$80.54
0182	Registration Fee	$31.50			0.25							1.00	0.50					0.05	0.05		$167.81
0183	Schedule Change Fee	$59.70										0.50	0.00					0.05	0.05		$49.85
0184	Booking & Housing of Prisoners on Los Angeles County Sheriffs Warrants and Other Arrests	$186.60										1.00	1.00					0.05	0.05		$154.03
0185	Special Details (filming, other events)	$109.60	per hour per employee							1.00								0.05	0.05		$116.21
0186	Concealed Weapons Permit (CCW)	$283.00		Penal Code 26190	1.50	1.00	0.75	1.00	0.25					0.50				0.05	0.05		$601.36
0187	CCW Permit Amendment	$10.00		Penal Code 26190																	NA
0188	CCW Permit Renewal	$25.00		Penal Code 26190																	NA
	Gun and Ammunition Dealers - First Year	New																			NA
	Gun and Ammunition Dealers - Annual Renewal	New																			NA

SECTION F - COMMUNITY DEVELOPMENT DEPARTMENT

#	Description	Current Fee/Charge	Current Unit	PLANNING ASSISTANT PLANNER	PLANNING SENIOR PLANNER	PLANNING MANAGER	PLANNING DIR OF COMMUNITY & ECON DEV	PLANNING TECHNICIAN	FINANCE CASHIER	POLICE CAPTAIN	ENGINEERING CIVIL ENGINEERING ASSOCIATE	FIRE FIRE MARSHALL	POLICE POLICE OFFICER - HOURLY RATE	FIRE CODE ENFORCEMENT OFFICER	BUILDING AND SAFETY PERMIT TECHNICIAN I	ECO DEVELOPMENT ECONOMIC DEVELOPMENT PROJ. MGR	ECO DEVELOPMENT ECONOMIC DEVELOP SPECIALIST	BUILDING AND SAFETY BUILDING OFFICIAL
				$61.78	$93.72	$117.25	$206.54	$45.81	$34.76	$215.73	$135.27	$118.30	$101.24	$59.77	$58.93	$129.03	$100.37	$111.71
	PLANNING																	
	Discretionary Zoning Fees																	
0189	General Plan Amendment	$7,884.00	deposit															
0197	Code Amendment	$7,516.00		20.00	50.00	15.00	10.00	5.00	0.25									
0190	Development Agreement/Specific Plan Review	$20,398.00	deposit															
0192	Zone Change (Doesn't include include voter enactment)	$7,147.00		15.00	30.00	10.00	10.00	5.00	0.25									
0193	Modification to Specific Plan	$7,516.00		20.00	50.00	15.00	10.00	5.00	0.25									
0194	Variance: Single Family Residential	$1,223.00		10.00	8.00	3.00	2.00	5.00	0.25		1.00							
0195	Variance: Other	$3,061.00		25.00	10.00	3.00	2.00	15.00	0.25		2.00	1.00						1.00
0202	Tentative Subdivision Map	$2,915.00	plus per lot/unit fee	20.00	8.00	4.00	2.00	15.00	0.25		5.00	5.00				1.00	1.00	2.00
	Tentative Subdivision Map - per lot/unit	$78.00	per lot/unit	0.50	1.00	0.50												
0211	Lot Line Adjustment/Lot Merger	$1,843.00		3.00	1.00	1.00	0.50	3.00	0.25		15.00	1.00						
0203	Conditional Use Permit: Commercial/SF Residential	$3,061/$1223		25.00	8.00	5.00	2.00	15.00	0.25	2.00	2.00	1.00						
0209	Appeal to City Council/Planning Commission	$1,921.00		15.00	8.00	6.00	4.00	10.00	0.25									
0217	Wireless Telecommunications Facility Permit	$2,875.00		20.00	10.00	4.00	2.00	10.00	0.25		2.00	1.00						1.00
	Density Bonus	New	deposit															
	Major Development Deposit (MPMC § 21.04)	New	deposit															
	Extension of Time (discretionary)	New		15.00	10.00	8.00	4.00	10.00	0.25									
	Voter Enactment	New																
	Public Hearing Fees																	
0207	Handling of Radius Map & Mailing	$115.00		1.00	0.50	0.25	0.00	2.00	0.25									
0232	Publication Fee	$190.00	per public hearing	1.00	0.50	0.50	0.25	1.00	0.25									
	Enviromental Fees																	
0198	Environmental Impact Report Deposit (In-House Review)	$9,004.00																
0199	Environmental Impact Report Deposit (Consultant)	Cost +25.4% Admin																
0200	Negative Declaration (In-House Review)	$2,177.00																
0201	Negative Declaration (Consultant)	Cost +25.4% Admin																
0215	Categorial Exemption	$253.00		2.00	1.00	0.50	0.50	2.00	0.25									
	City Planner/Ministerial Zoning Fees																	
0220	Short Term Rental Permits	$521.00		5.00	1.00	0.75	0.00	5.00	0.25				0.50	0.25				
0221	Design Review - New Construction (Less than 25,000 SF)	$1,410.00		25.00	6.00	2.00	1.00	7.00	0.25		2.00	2.00						1.00
0222	Design Review - New Construction (Equal or greater than 25,000 SF)	$1,754.00		40.00	8.00	2.50	2.00	7.00	0.25		4.00	4.00				2.00	2.00	3.00
0223	Design Review - New Single Family House	$500.00		6.00	2.00	1.00	0.00	2.00	0.25									
0224	Design Review - Add. To Single Family House	$500.00		5.00	2.00	1.00	0.00	2.00	0.25									
0225	Design Review - Non-Residential Remodel (w/o increase in floor area)	$1,410.00		10.00	5.00	2.00	1.00	6.00	0.25									0.75
0226	Design Review - Master Sign Plan	$1,410.00		10.00	5.00	2.00	0.50	10.00	0.25		1.00							
0205	Site Plan Review	$1,881.00		7.00	8.00	5.00	2.00	7.00	0.25		2.00	2.00				1.00	1.00	2.00
	Design Review - Signs (New)	$500.00		4.00	1.00	0.50	0.00	4.00	0.25									
	Design Review - Sign (Face Change)	$57.00		1.00	0.00	0.00	0.00	1.00	0.25									
0219	Parking Study/Parking Joint Use Approval	$5,000 plus 25.4%	deposit															
0227	Administrative Use Permit	$1,232.00		10.00	8.00	2.00	1.00	10.00	0.25	1.00	1.00	1.00				1.00		1.00
0208	Temporary Use Permit	$646.00		5.00	0.50	0.50	0.00	4.00	0.25	0.50	0.50	0.50						
0196	Minor Modification	$247.00		5.00	2.50	1.50	1.00	5.00	0.25									
0228	Wireless Telecommunications Facility Permit (City Planner)	$2,011.00		10.00	8.00	2.00	1.00	10.00	0.25		1.00	1.00						0.50
0231	Wireless Telecommunications Facility Permit (Small Wireless Facility)	$1,032.00		8.00	5.00	1.00	0.50	8.00	0.25		0.50	0.50						0.50
0229	Planning Staff Review/Inspection	$203.00	per hour	1.00	1.00	0.50		1.00										
0230	Compliance Review	$733.00		20.00	2.00	1.50	1.00	5.00	0.25	1.00		1.00		1.00				0.50
0212	Temporary Banner Permit	$38.00		0.50	0.00	0.00	0.00	0.25	0.25									
0213	Yard Sale Permit	$19.00		0.25	0.00	0.00	0.00	0.25	0.25									
0214	Landscape Plan Check Fee Deposit	$1,219.00	deposit															
0233	Planning Plan Check Fee - Single-Family Residential/Accessory Dwelling Unit	$177.00		2.00	1.00	0.25	0.00	3.00	0.25									
0234	Home Occupation Permit	$160.00		1.00	0.50	0.00	0.00	1.00	0.25					1.00	0.50			
0218	Zoning Verification Letter/Rebuild Letter	$270.00		3.00	0.50	0.50	0.00	3.00	0.25									
0191	Recordable Standard Covenants	$420.00		2.00	0.50	0.50	0.25	2.00	0.25									
0206	Extension of Time (administrative)	$501.00		3.00	2.50	2.00	0.50	4.00	0.25									
	OTC Administrative Review: Mechanical Equipment (HVAC, Water Tanks); Fence/Walls Review; Building Code Exempt Structures	New		0.50				1.00										
	Planning Plan Check Fee - Multi-family/Commercial	New		4.00	3.00	0.50		3.00										
	Business Application Zoning Clearance	New		0.50	0.50	0.25		1.00										
	Prelim Review of Plans (SFD Addition < 2,000 SF)	New		1.00	0.25			1.50										
	Document Review (Covenants, Conditions & Restrictions, Covenants, Agreements)	New																
	Planning Review - New Accessory Dwelling Unit	$500.00		6.00	2.00	1.00	0.00	2.00	0.25									
	Inclusionary Housing Fee	Cost +25.4% Admin																

Note:

If multiple deposits are required, highest deposit amount shall be collected; deposit account shall be replenished as directed by staff.

ENGINEERING	CITY CLERK	CITY CLERK	CITY MANAGER	CITY MANAGER	MANAGER	Select Overhead	PLANNING	
ASST CITY ENGINEER/ASST DIR PW	ASSISTANT DEPUTY CITY CLERK	DEPUTY CITY CLERK	SECRETARY TO CITY MANAGER	ASSISTANT CITY MANAGER	City Manager	Legal	City Surveyor	
$217.15	$67.27	$90.83	$69.95	$201.59	$201.59	$340.00	$60.85	Full Cost
								NA
	1.00	1.00	0.50	5.00	3.00	10.00		$15,189.41
								NA
	1.00	1.00	0.50	5.00	3.00	4.00		$10,379.82
	1.00	1.00	0.50	5.00	3.00	10.00		$15,189.41
1.00	1.00	1.00				2.00		$3,560.67
1.00	1.00	1.00				2.00		$5,498.19
								$5,283.94
								$183.24
							2.00	$2,914.72
	1.00	1.00						$4,967.85
	1.00	1.00	0.50	5.00	3.00			$5,478.72
1.00	1.00	1.00	0.50	5.00	3.00			$6,045.17
								NA
								NA
	1.00	1.00	0.50	5.00	3.00			$5,900.66
								NA
								$238.26
	1.00	1.00				0.50		$601.50
								NA
								NA
								NA
								NA
								$479.49
								$793.86
								$3,496.07
			0.50	5.00	3.00			$7,712.41
								$775.68
								$713.90
								$1,894.79
1.00								$2,243.39
								$3,470.88
								$591.40
								$116.28
								NA
0.50	1.00	1.00	0.50	2.00	1.00			$3,891.86
								$840.96
								$1,163.36
								$2,584.83
								$1,741.18
								$259.94
								$2,492.86
								$51.03
								$35.59
								NA
								$392.72
								$252.38
								$436.95
	1.00	1.00				0.50		$709.09
								$949.35
								$76.70
								$724.34
								$152.87
								$153.93
								NA
								$775.68
								NA

SECTION G - BUILDING AND SAFETY									
					BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	
					PERMIT TECHNICIAN II	BUILDING INSPECTOR	PLAN CHECKER	BUILDING OFFICIAL	
#	Description	Current Fee/Charge	Unit	Notes	$65.38	$81.82	$87.61	$111.71	Full Cost
0240	Certificate of Occupancy: New construction	$149.00			3.00	0.25			$216.61
0242	Building Reinspection	$131.00			0.50	1.25			$134.97
0243	Appeal (to Appeal Board)	$5,907.00	deposit						NA
	Building Plan Check Fee								
0244	Building Plan Check Fee, when applicable shall be	81.2% of Permit Fee			effort variable, % estimated based on reasonable experience				NA
	Minimum Building Plan Check Fee	$284.40			1.00		2.00	0.30	$274.11
0247	Plan Check Fee for Plan Revisions (after permit is issued) min 2 hrs	$147.00	per hour		0.50		1.25		$142.20
0249	Miscellaneous Inspections: Overtime Inspection (per hour) min 2 hrs	$147.00	per hour		0.50	1.50			$155.43
	Plan Check Extension	New							NA
	Electrical Permit								
0250	Services 600 Volts or less & (not over 200 Amperes)	$195.00	each			2.50			$204.56
0251	Services 600 Volts or less (201 to less than 600 Amperes)	$222.00	each			3.00			$245.47
0252	Services 600 Volts or less & (600 or more Amperes)	$292.00	each			4.00			$327.30
0253	Services over 600 Volts	$292.00	each			4.00			$327.30
0254	Sub-Panel or Switchboard	$42.00	each			1.00			$81.82
0255	Temporary Power Pole	$71.00	each			1.00			$81.82
	Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes:								
0256	Up to 1	$43.00	each			1.00			$81.82
0257	Over 1 up to 10	$87.00	each			1.50			$122.74
0258	Over 11 up to 50	$176.00	each			2.00			$163.65
0259	Over 50	$263.00	each			2.50			$204.56
0260	Dishwasher, Disposal, Clothes Washer, Clothes Dryer, Bath Fans, Trolley Busways	$29.00	each			1.00			$81.82

SECTION G - BUILDING AND SAFETY									
					BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	
					PERMIT TECHNICIAN II	BUILDING INSPECTOR	PLAN CHECKER	BUILDING OFFICIAL	
#	Description	Current Fee/Charge	Unit	Notes	$65.38	$81.82	$87.61	$111.71	Full Cost
0261	Branch Circuits Including Circuit Breakers	$13.50	each			1.00			$81.82
0262	Receptacles, Switches, Fixtures, Junction Boxes, Other Outlets	$5.00	each			0.15			$12.27
0263	Illuminated Signs, Outline Lighting, Festoon Lighting (each transformer)	$42.00	each			0.50			$40.91
0264	Swimming Pools, No Spas	$58.00	each			2.00			$163.65
0265	Spa or Swimming Pools with Spas	$117.00	each			2.25			$184.11
0266	Electrical Plan Check	81.2% of Electrical Permit			effort variable, % estimated based on reasonable experience				NA
	Minimum Electrical Plan Check Fee	$284.40			1.00		2.00	0.30	$274.11
	Electric Vehicle Charger	New			0.50	1.00			$114.52
	Plumbing Permit								
0267	Each plumbing fixture including its water supply, trap, and drainage piping: Toilet, Urinal, Tub, Shower, or combination, Mop Sink, Laundry Tray, Kitchen Sink, Bar Sink, Lavatory, Floor Drain, Floor Sink, Dishwasher, Clothes Washer, Drinking Fountain, Rainwater Drains, P-Trap, Water Treatment Equipment	$29.00	each fixture			0.50			$40.91
0268	Water Piping, Drain Piping, Vent Piping	$29.00	each			0.50			$40.91
0269	Water Supply System, Drainage System, Vent System	$87.00	each system			1.15			$94.10
0270	Backflow Preventor or Anti-Siphon Device	$29.00	each			0.75			$61.37
0271	Gas Piping, each meter	$58.00	per meter			1.00			$81.82
0272	Gas Outlet	$13.00	each			0.25			$20.46
0273	Commercial Grease Trap, Commercial Grease Interceptor, Industrial Waste Interceptor, Trailer Park Trap	$71.00	each			1.00			$81.82
0274	Sewer Connections & Sewer Extensions	$58.00	each			1.00			$81.82
0275	Sewer Caps	$29.00	each			0.50			$40.91
0276	Sump Pump Systems, Sewage Ejector Systems	$71.00	each			1.00			$81.82
0277	Pool, Spa, or Combination thereof, including trap and Piping	$117.00	each			1.50			$122.74

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	BUILDING AND SAFETY PERMIT TECHNICIAN II	BUILDING AND SAFETY BUILDING INSPECTOR	BUILDING AND SAFETY PLAN CHECKER	BUILDING AND SAFETY BUILDING OFFICIAL	Full Cost
					$65.38	$81.82	$87.61	$111.71	
0278	Water Heater including water piping and vent system	$64.00	each			0.80			$65.46
0279	Plumbing Plan Check	81.2% of Plumbing Permit			effort variable, % estimated based on reasonable experience				NA
	Minimum Plumbing Plan Check Fee	$284.40			1.00		2.00	0.30	$274.11
	Mechanical Permit								
0280	Furnace or Space Heater: Up to 100M BTU	$58.00	each			1.00			$81.82
0281	Furnace or Space Heater: Over 100M BTU	$87.00	each			1.25			$102.28
	Compressor Boiler:								
0282	Up to 3HP or 100M BTU	$58.00	each			1.00			$81.82
0283	Over 3HP or 100M BTU - Up to 15HP or 500M BTU	$71.00	each			1.00			$81.82
0284	Over 15HP or 500M BTU - Up to 30HP or 1000M BTU	$117.00	each			1.50			$122.74
0285	Over 30HP or 1000M BTU	$205.00	each			2.50			$204.56
0286	Absorption Units, Evaporative Coolers	$71.00	each			1.00			$81.82
0287	VAV Control Box	$29.00	each			0.50			$40.91
0288	Diffusers or Registers	$7.30	each			0.15			$12.27
0289	Vent Fan, Residential Hood, Appliance Vents, Duct Alteration	$42.00	each			0.50			$40.91
0290	Commercial Hood including Motor & Duct	$147.00	each			2.00			$163.65
0291	Metal Fireplace & Chimney, Oil Fired Equipment, Storage Tanks, Dipping Tanks, Appliance or Equipment Not Listed	$58.00	each			1.00			$81.82
0293	Mechanical Plan Check	81.2% of Mechanical Permit Fee			effort variable, % estimated based on reasonable experience				NA
	Minimum Mechanical Plan Check Fee	$284.40			1.00		2.00	0.30	$274.11

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	BUILDING AND SAFETY PERMIT TECHNICIAN II	BUILDING AND SAFETY BUILDING INSPECTOR	BUILDING AND SAFETY PLAN CHECKER	BUILDING AND SAFETY BUILDING OFFICIAL	Full Cost
					$65.38	$81.82	$87.61	$111.71	
	Building Permit - Building Valuation								
0299	$1,000	$88.00							NA
0300	$1,500	$130.00							NA
0301	$2,000	$176.00							NA
0302	$2,500	$206.00							NA
0303	$3,000	$234.00							NA
0304	$3,500	$264.00							NA
0305	$4,000	$292.00							NA
0306	$5,000	$322.00							NA
0307	$6,000	$351.00							NA
0308	$7,000	$381.00							NA
0309	$8,000	$410.00							NA
0310	$9,000	$441.00							NA
0311	$10,000	$469.00							NA
0312	$12,000	$514.00							NA
0313	$14,000	$558.00							NA
0314	$16,000	$599.00							NA
0315	$18,000	$644.00							NA
0316	$20,000	$688.00							NA
0317	$22,000	$733.00							NA
0318	$24,000	$778.00							NA
0319	$26,000	$821.00							NA
0320	$28,000	$864.00							NA
0321	$30,000	$910.00							NA
0322	$32,000	$951.00							NA
0323	$34,000	$994.00							NA
0324	$36,000	$1,042.00							NA
0325	$38,000	$1,084.00							NA
0326	$40,000	$1,129.00							NA
0327	$42,000	$1,170.00							NA
0328	$44,000	$1,215.00							NA
0329	$46,000	$1,260.00							NA
0330	$48,000	$1,302.00							NA
0331	$50,000	$1,348.00							NA
0332	$55,000	$1,435.00							NA
0333	$60,000	$1,523.00							NA
0334	$65,000	$1,613.00							NA
0335	$70,000	$1,700.00							NA
0336	$75,000	$1,787.00							NA
0337	$80,000	$1,875.00							NA
0338	$85,000	$1,963.00							NA

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	BUILDING AND SAFETY PERMIT TECHNICIAN II	BUILDING AND SAFETY BUILDING INSPECTOR	BUILDING AND SAFETY PLAN CHECKER	BUILDING AND SAFETY BUILDING OFFICIAL	Full Cost
					$65.38	$81.82	$87.61	$111.71	
0339	$90,000	$2,051.00							NA
0340	$95,000	$2,122.00							NA
0341	$100,000	$2,197.00							NA
0342	Each $1,000 valuation over $100,000	$13.00							NA
0245	Energy Plan Check - Building Valuation								
	$1,000	$101.00	per 1K sq ft				0.11		$9.50
	$1,500	$101.00	per 1K sq ft				0.16		$14.03
	$2,000	$101.00	per 1K sq ft				0.22		$19.00
	$2,500	$101.00	per 1K sq ft				0.25		$22.24
	$3,000	$101.00	per 1K sq ft				0.29		$25.26
	$3,500	$101.00	per 1K sq ft				0.33		$28.50
	$4,000	$101.00	per 1K sq ft				0.36		$31.52
	$5,000	$101.00	per 1K sq ft				0.40		$34.76
	$6,000	$101.00	per 1K sq ft				0.43		$37.89
	$7,000	$101.00	per 1K sq ft				0.47		$41.13
	$8,000	$101.00	per 1K sq ft				0.51		$44.26
	$9,000	$101.00	per 1K sq ft				0.54		$47.60
	$10,000	$101.00	per 1K sq ft				0.58		$50.62
	$12,000	$101.00	per 1K sq ft				0.63		$55.48
	$14,000	$101.00	per 1K sq ft				0.69		$60.23
	$16,000	$101.00	per 1K sq ft				0.74		$64.66
	$18,000	$101.00	per 1K sq ft				0.79		$69.51
	$20,000	$101.00	per 1K sq ft				0.85		$74.26
	$22,000	$101.00	per 1K sq ft				0.90		$79.12
	$24,000	$101.00	per 1K sq ft				0.96		$83.98
	$26,000	$101.00	per 1K sq ft				1.01		$88.62
	$28,000	$101.00	per 1K sq ft				1.06		$93.26
	$30,000	$101.00	per 1K sq ft				1.12		$98.23
	$32,000	$101.00	per 1K sq ft				1.17		$102.65
	$34,000	$101.00	per 1K sq ft				1.22		$107.29
	$36,000	$101.00	per 1K sq ft				1.28		$112.47
	$38,000	$101.00	per 1K sq ft				1.34		$117.01
	$40,000	$101.00	per 1K sq ft				1.39		$121.87
	$42,000	$101.00	per 1K sq ft				1.44		$126.29
	$44,000	$101.00	per 1K sq ft				1.50		$131.15
	$46,000	$101.00	per 1K sq ft				1.55		$136.01
	$48,000	$101.00	per 1K sq ft				1.60		$140.54
	$50,000	$101.00	per 1K sq ft				1.66		$145.51
	$55,000	$101.00	per 1K sq ft				1.77		$154.90
	$60,000	$101.00	per 1K sq ft				1.88		$164.39
	$65,000	$101.00	per 1K sq ft				1.99		$174.11

SECTION G - BUILDING AND SAFETY

#	Description	Current Fee/Charge	Unit	Notes	BUILDING AND SAFETY PERMIT TECHNICIAN II $65.38	BUILDING AND SAFETY BUILDING INSPECTOR $81.82	BUILDING AND SAFETY PLAN CHECKER $87.61	BUILDING AND SAFETY BUILDING OFFICIAL $111.71	Full Cost
	$70,000	$101.00	per 1K sq ft				2.09		$183.50
	$75,000	$101.00	per 1K sq ft				2.20		$192.89
	$80,000	$101.00	per 1K sq ft				2.31		$202.39
	$85,000	$101.00	per 1K sq ft				2.42		$211.89
	$90,000	$101.00	per 1K sq ft				2.53		$221.39
	$95,000	$101.00	per 1K sq ft				2.61		$229.05
	$100,000	$101.00	per 1K sq ft				2.71		$237.15
	Each $1,000 valuation over $100,000	$101.00	per 1K sq ft				0.02		$1.40
0246	Accessibility Plan Check - Building Valuation								
	$1,000	$101.00	per 1K sq ft				0.05		$4.70
	$1,500	$101.00	per 1K sq ft				0.08		$7.00
	$2,000	$101.00	per 1K sq ft				0.11		$9.45
	$2,500	$101.00	per 1K sq ft				0.13		$11.10
	$3,000	$101.00	per 1K sq ft				0.14		$12.60
	$3,500	$101.00	per 1K sq ft				0.16		$14.20
	$4,000	$101.00	per 1K sq ft				0.18		$15.75
	$5,000	$101.00	per 1K sq ft				0.20		$17.35
	$6,000	$101.00	per 1K sq ft				0.22		$18.90
	$7,000	$101.00	per 1K sq ft				0.23		$20.55
	$8,000	$101.00	per 1K sq ft				0.25		$22.10
	$9,000	$101.00	per 1K sq ft				0.27		$23.80
	$10,000	$101.00	per 1K sq ft				0.29		$25.30
	$12,000	$101.00	per 1K sq ft				0.32		$27.70
	$14,000	$101.00	per 1K sq ft				0.34		$30.10
	$16,000	$101.00	per 1K sq ft				0.37		$32.30
	$18,000	$101.00	per 1K sq ft				0.40		$34.75
	$20,000	$101.00	per 1K sq ft				0.42		$37.10
	$22,000	$101.00	per 1K sq ft				0.45		$39.55
	$24,000	$101.00	per 1K sq ft				0.48		$41.95
	$26,000	$101.00	per 1K sq ft				0.51		$44.30
	$28,000	$101.00	per 1K sq ft				0.53		$46.60
	$30,000	$101.00	per 1K sq ft				0.56		$49.10
	$32,000	$101.00	per 1K sq ft				0.59		$51.30
	$34,000	$101.00	per 1K sq ft				0.61		$53.60
	$36,000	$101.00	per 1K sq ft				0.64		$56.20
	$38,000	$101.00	per 1K sq ft				0.67		$58.50
	$40,000	$101.00	per 1K sq ft				0.70		$60.90
	$42,000	$101.00	per 1K sq ft				0.72		$63.10
	$44,000	$101.00	per 1K sq ft				0.75		$65.55
	$46,000	$101.00	per 1K sq ft				0.78		$68.00
	$48,000	$101.00	per 1K sq ft				0.80		$70.25

SECTION G - BUILDING AND SAFETY									
					BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	BUILDING AND SAFETY	
					PERMIT TECHNICIAN II	BUILDING INSPECTOR	PLAN CHECKER	BUILDING OFFICIAL	
#	Description	Current Fee/Charge	Unit	Notes	$65.38	$81.82	$87.61	$111.71	Full Cost
	$50,000	$101.00	per 1K sq ft				0.83		$72.75
	$55,000	$101.00	per 1K sq ft				0.88		$77.45
	$60,000	$101.00	per 1K sq ft				0.94		$82.20
	$65,000	$101.00	per 1K sq ft				0.99		$87.05
	$70,000	$101.00	per 1K sq ft				1.05		$91.75
	$75,000	$101.00	per 1K sq ft				1.10		$96.45
	$80,000	$101.00	per 1K sq ft				1.15		$101.15
	$85,000	$101.00	per 1K sq ft				1.21		$105.89
	$90,000	$101.00	per 1K sq ft				1.26		$110.64
	$95,000	$101.00	per 1K sq ft				1.31		$114.49
	$100,000	$101.00	per 1K sq ft				1.35		$118.54
	Each $1,000 valuation over $100,000	$101.00	per 1K sq ft				0.01		$0.70

SECTION H - PUBLIC WORKS

#	Description	Current Fee/Charge	Unit	PUBLIC WORKS CIVIL ENGINEER TECHNICIAN	PUBLIC WORKS CIVIL ENGINEERING ASSOCIATE	PUBLIC WORKS ADMINISTRATIVE SECRETARY	FIRE PERMIT TECHNICIAN I	POLICE POLICE CLERK	PUBLIC WORKS SENIOR MAINTENANCE WORKER	PUBLIC WORKS CREW LEADER	PUBLIC WORKS CROSS CONNECTION CONTRO INSP.	PUBLIC WORKS PW Inspector	PUBLIC WORKS Engineering Manager	PUBLIC WORKS PRINCIPAL MANAGEMENT ANALYST	CODE ENFORCEMENT CODE ENFORCEMENT OFFICER	PUBLIC WORKS WATER UTILITY MAINT WKR	PUBLIC WORKS WATER DISTRIBUTION CREW SUPER.	POLICE COMMUNITY SERVICE OFFICER	PUBLIC WORKS CONSUMER SERVICE REPR.	PUBLIC WORKS WATER DISTRIBUTION LEAD WORKER	Material/3rd Party Cost	Full Cost
				$91.86	$105.03	$78.38	$63.22	$53.90	$113.80	$84.86	$117.45	$198.31	$345.63	$109.21	$63.51	$59.50	$99.99	$58.08	$80.25	$86.28		
0346	Address Change/Additional Address (Residential)	$947.20	each	1.00	0.25	0.50	0.25	0.25	1.50												$75.00	$432.29
	Address Change/Additional Address (ADU)	$947.20	each	1.00	2.00	0.50	0.25	0.25	1.50												$75.00	$616.10
0347	Banner Permit	$325.50	each	1.00					6.00												$990.00	$1,764.69
0351	Encroachment Permit & Inspection Fee (Concrete, Trash Bin, Excavation, Sewer House Connection, Sewer Reconstruction)	$463.30	each	1.00								2.00										$488.48
0351	Encroachment Permit & Inspection Fee (Food Trucks	$463.30	each	2.00								2.00										$580.34
	Geology/Geotechnical Review																					
0355	Deposit for geology/geotechnical review	$4,276.00	Initial Review + 25.4% Admin																			NA
	Grading																					
	Grading Inspection Fee >1,000 acre	New	per hour									1.00										$198.31
	Grading Inspection Fee <1,000 acre	New	per hour									1.00										$198.31
	Grading Plan Check Fee	New		0.50	6.00	0.50							0.50									$888.12
0365	Plan Check Fee-Provided by Consultants	Cost	+ 25.4% Admin																			NA
	National Pollutant Discharge Elimination System (NPDES)																					
0366	Consultant Cost	$2,139.00	Initial Review or 25.4% Admin Fee																			NA
0367	City Administrative Services	$917.00	Min $916.05 or 25.4% of Review Cost																			NA
0368	Housemoving Permit Fee	$564.00	per document	0.75			2.00	2.00														$303.13
0369	Newsrack Permit Fee	$253.00	per newsrack per year	0.75			2.00	2.00														$303.13
0370	Parcel Merge by Document	$1,569.00	per document		2.00																	$210.06
0371	Building Permit Plan Check Fee (Engineering)	$221.00	per hour		2.00					1.00	0.50											$353.65
0371	Building Permit Plan Check Fee (Engineering) ADU	$221.00	per hour		2.00					1.00	2.00											$529.83
0372	Public Works Improvement Plan Check - Single Family	$221.00	per hour		2.00						2.00											$444.97
	Public Works Improvement Plan Check - Multi- Family	$221.00	per hour		4.00						4.00											$889.93
	Public Works Improvement Plan Check - Residential Tract	$221.00	per hour		4.00						4.00											$889.93
	Public Works Improvement Plan Check - Commercial	$221.00	per hour		6.00						6.00											$1,334.90
0373	Public Works Plan Check-Provided by Consultants	Cost	+ 25.4% Admin																			NA
0374	Public Works Improvement Inspection - Single Family	$177.00	per hour									1.50										$297.47
	Public Works Improvement Inspection - Multi-Family	$177.00	per hour									0.50										$99.16
	Public Works Improvement Inspection - Residential Tract	$177.00	per hour									15.00										$2,974.68
	Public Works Improvement Inspection - Commercial	$177.00	per hour									1.00										$198.31
0375	Public Works Inspection-Provided by Consultants	Cost	+ 25.4% Admin																			NA
0377	Sewer House Connection Permit Fee (Outside City Limits)	$978.00	each connection																			NA
0379	Subdivision Map, Parcel Map, and Monument Map Checking																					
	City Admin Fee	$1,561.00			4.00																	$420.12
	Consultant Charges	plus $7,503.50 or 70% of L.A. County fee schedule																				NA
0383	Subdivision CCR (Review By City Attorney)																					
	City Admin Fee	+ 25.4% Admin			2.00																	NA
	Consultant Charges	Cost																				NA
0384	Waste and Recycling Collection Permit Application	$591.00	per application	1.00										1.00	1.00		1.00					$364.58
0385	Transportation Permit Fee (Vehicle Code Section 35795)	$17.00	per permit (Single Trip)																			NA

SECTION H - PUBLIC WORKS

#	Description	Current Fee/Charge	Unit	PUBLIC WORKS CIVIL ENGINEER TECHNICIAN	PUBLIC WORKS CIVIL ENGINEERING ASSOCIATE	PUBLIC WORKS ADMINISTRATIVE SECRETARY	FIRE PERMIT TECHNICIAN I	POLICE POLICE CLERK	PUBLIC WORKS SENIOR MAINTENANCE WORKER	PUBLIC WORKS CREW LEADER	PUBLIC WORKS CROSS CONNECTION CONTRO INSP.	PUBLIC WORKS PW Inspector	PUBLIC WORKS Engineering Manager	PUBLIC WORKS PRINCIPAL MANAGEMENT ANALYST	CODE ENFORCEMENT CODE ENFORCEMENT OFFICER	PUBLIC WORKS WATER UTILITY MAINT WKR	PUBLIC WORKS WATER DISTRIBUTION CREW SUPER.	POLICE COMMUNITY SERVICE OFFICER	PUBLIC WORKS CONSUMER SERVICE REPR.	PUBLIC WORKS WATER DISTRIBUTION LEAD WORKER	Material/3rd Party Cost	Full Cost
		$98.00	per permit (Annual Trip)	$91.86	$105.03	$78.38	$63.22	$53.90	$113.80	$84.86	$117.45	$198.31	$345.63	$109.21	$63.51	$59.50	$99.99	$58.08	$80.25	$86.28		NA
0386	Traffic Engineering Plan Check Fee																					
	City Admin Fee	+ 25.4% Admin			2.00																	$210.06
	Consultant Charges	Cost																				NA
0387	Public Works Water Division Plan Check	$221.00	per hour								1.00											$117.45
0388	Public Works Water Division Inspection	$177.00	per hour								1.00											$117.45
0389	During Extreme Weather, Plastic Sheeting after the First Roll	$120.90	Additional Rolls						0.16												$110.00	$128.65
	Street Vendor Fee (Peddler)	New		1.00											1.00		1.00					$255.37
	Water Service Installation	New	Deposit																			NA
	Backflow Annual Inspection & Compliance	New									1.00											$117.45
	Construction Meter Fee	New	Deposit								2.00											$234.90
	Permit Parking Review	New	each	8.00				1.00					5.00					7.00				$2,923.46
	Meter Testing 3/4" - 1"	New	each																2.00		$65.00	$225.50
	Meter Testing 1.5" - 2"	New	each																2.00		$125.00	$285.50
	Meter Testing 3" or larger	New	each																2.00		$245.00	$405.50
	Fire Hydrant Flow Test	$403.00	each													2.00				2.00	$98.24	$389.81





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ATTACHMENT 2
Resolution with Exhibit A
Proposed Master Schedule of Fees and Charges

RESOLUTION NO.

A RESOLUTION ADOPTING A FEE SCHEDULE TO RECOVER COSTS INCURRED FROM PROVIDING VARIOUS PUBLIC SERVICES.

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

SECTION 1: The City Council finds as follow:

A. The City Council may establish fees for services under various provisions of California law including, without limitation, Business & Professions Code § 16000; Government Code §§ 54344, 65104, 65909.5, 65943, 66013, 66014, 66451.2; and Health & Safety Code §§ 17951, 17980.1, and 19852;

B. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing certain municipal services for the proposed user fees 10 days before the public hearing held on June 18th, 2024;

C. On June 18th, 2024, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code §§ 66016 and 66018; and

D. After careful consideration, including a review of the documentary and testimonial evidence submitted during the public hearing, the City Council finds that the user fees adopted by this Resolution are in the public interest to recover the costs of certain municipal services.

SECTION 2: The Fees, attached as Exhibit "A," and incorporated into this Resolution as if fully set forth, are approved, and adopted.

SECTION 3: Unless otherwise revised, the fees established by this Resolution will be automatically adjusted on an annual basis on July 1 of each year by applying the percent change of the Los Angeles Area of Consumer Price Index (CPI) for All Urban Consumers for the prior 12 month period ending on April 30 to the City's costs for administering the services set forth in Exhibit "A." The first fee adjustment cannot be made before a minimum of nine months after the effective date of this Resolution.

SECTION 4: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (14 Cal. Code Regs. §§ 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 CEQA Guidelines § 15273.

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 18th day of June, 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

EXHIBIT A

CITY OF MONTEREY PARK CALIFORNIA



MASTER SCHEDULE OF FEES AND CHARGES
July 1, 2024

Prepared by the Finance Department

CITY OF MONTEREY PARK
MASTER SCHEDULE OF FEES AND CHARGES

2024- 2025

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CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION A - GENERAL ADMINISTRATION			
*** In addition to the fees listed under this Master Schedule of Fees and Charges, city would pass through any and all third party actual charges to customers**			
CITY CLERK FEES:			
Duplication Charge			
General Photocopying	**0.10**	**per page**	
Specialized Materials (Maps, Diagrams, Reports, etc)	**Actual Cost**		
Optical Disk	**12.00**	**per disk**	
City Clerk-Written Certification	**9.00**		
FINANCE DEPARTMENT FEES:			
Filming Permit Special Processing Fee	**124.00**	**each**	
Filming Permit Application	**73.00**	**each**	
Filming Permit	**292.00**	**per day**	
Bingo Permit	**50.00**	**each**	
Fireworks Permit	**488.00**	**each**	
Credit Card Payment Processing Fee	**2.65%**	**per transaction**	**NEW**
		***Pass-through fee**	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION B - FIRE DEPARTMENT			
FIRE DEPARTMENT PLAN REVIEW			
Building Plans and Fire Life Safety Plan Review	249.00	per hour (min. 2 hrs)	
and Inspections	115.00	per hour	
Plus Third Party Costs	Actual		
Building/Fire LS Plan Review Resubmittal Plan	149.00	per hour (min. 1 hr)	
Additional Inspections	115.00	per hour (min. 1 hr)	
Plus Third Party Costs	Actual		
Expedite or Over-the-Counter Plan Check	149.00	per hour (min. 1 hr)	
Plus Third Party Costs	Actual		
As-Built/Revisions Plan Review	149.00	per hour (min. 1 hr)	
Plus Third Party Costs	Actual		
All Fire Protection Plan Review Resubmittals	149.00	per hour (min. 1 hr)	
Plus Third Party Costs	Actual		
Fire Alarm Plan Check, Fire Permit,	333.00	per hour (min. 1 hr)	
Inspections	115.00	per hour	
Plus Per Device (Fire Permit)	9.90	per device	
Plus Third Party Costs	Actual		
Fire Extinguisher Systems, Fire Permit,	333.00	per hour (min. 1 hr)	
Inspections	115.00	per hour	
Plus Per Device (Fire Permit)	9.90	per device	
Plus Third Party Costs	Actual		
Fire Sprinkler System, Fire Permit,	333.00	per hour (min. 1 hr)	
Inspections	115.00	per hour	
Plus Per Head (Fire Permit)	9.90	per device	
Plus Third Party Costs	Actual		
All Additional Plan Check Services, Technical Reports, Alternate Methods of Protection, Appeals, Architectural Design Review, Fire Watch Reports	149.00	per hour (min. 1 hr)	
Plus Third Party Costs and Adm Processing Fee	Actual		
Expired Plan Review and Fire Permit	100% of permit/plan review		
Records Management (Storage for Fire Plans)	0.12%	per valuation + 25.4% Admin	*Refer to Willdan 2018 Fee Study*

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
FIRE FEES			
INSPECTIONS			
(Fee Plus 3rd Party Service Cost)			
State Mandated Inspections			
Apartments	134.00	per floor	
High-Rise Occupancy	215.00	per floor	
Hotel or Motel Occupancy	215.00	per floor	
Hospital Occupancy	215.00	per floor	
Private School Occupancy	215.00	per inspection	
Public School Occupancy	215.00	per inspection	
Other State Mandated Occupancy	215.00	per inspection	
State Mandated Pre-Inspection Consultation	141.00	per inspection (25 or fewer persons)	
State Mandated Pre-Inspection Consultation	204.00	per inspection (26 or more persons)	
Mid-Rise and Multi-Story Structures	215.00	per floor	
Miscellaneous Inspections: Reinspection, Investigation, Fire & Code Compliance, No Show/Late Cancellation, Occupancy Final Permit, Fire Watch	115.00	per inspection (+ 25.4% Admin)	*Refer to Willdan 2018 Fee Study*
Expedite and/or After Hour/Overtime Inspection	193.00	per hour (+ 25.4% Admin)	*Refer to Willdan 2018 Fee Study*
Code Enforcement:			
Home Occupation Inspection	138.00	per inspection	
Code Enforcement Re-inspection	100.00	per inspection	
Shopping Cart Enforcement:			
Shopping Cart Plan Review Fee	311.00		
Shopping Cart Appeal Processing Fee	311.00		
Shopping Cart Plan Amendments	230.00		
Code Enforcement Appeal (Notices of Abatement)	669.00	per appellant	
California Fire Code Permits	224.00	each permit	
California Fire Code Permits (Construction)	224.00	each permit	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
Business Fire Safety Fees			
3 or Less Employees	82.00		
4-6 Employees	115.00		
7-10 Employees	149.00		
11-20 Employees	182.00		
21 & Over Employees	215.00		
Fire Hydrant Flow Calculation	90.00	each	
Deputy Inspector Registration Fee	97.50	each	
Filming Details Staff Time	193.00	per hour per employee	
INDUSTRIAL WASTE PROGRAM			
City Administration: Plus Third Party Costs			
Industrial Waste Program (deposit required)	762.00	Plus 25.4% Admin	*Refer to Willdan 2018 Fee Study*
Industrial Waste Class E - Annual Permit and Inspection	367.00		
Industrial Waste Class F (E) - Annual Permit and Inspection	278.00		
Restaurant FOG Plan Review Clearance	149.00		NEW
Plus Third Party Costs	Actual		NEW
IW/FOG Inspection	154.00	Plus Third Party Cost	NEW
Los Angeles County:	Actual Cost (directed by L.A County on or about June 30, 2022) + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
Industrial Waste Class A - Annual Permit and Inspection	513.00		
Industrial Waste Class B - Annual Permit and Inspection	1,003.00		
Industrial Waste Class C - Annual Permit and Inspection	1,506.00		
Industrial Waste Class D - Annual Permit and Inspection	1,996.00		
Industrial Waste Class G (COUNTY E) - Annual Permit and	2,344.00		
Industrial Waste Class M - Annual Permit and Inspection	4,984.00		
Rainwater Diversion System Class X - Inspection	432.00		
Permit Application, New (Sewer)	777.00		
Permit Application, New (Onsite)	946.00		
Permit Application, New (Offsite)	1,039.00		
Permit Application, Revision (Sewer)	524.00		
Permit Application, Revision (Onsite)	777.00		
Permit Application, Revision (Offsite)	695.00		
Plan Review, New, Sewer 1	1,295.00		
Plan Review, New, Sewer 2	1,641.00		
Plan Review, New, Sewer 3	1,984.00		
Plan Review, New, Sewer 4	2,325.00		
Plan Review, New, Sewer 5	2,674.00		
Plan Review, New, Sewer 6	3,017.00		
Plan Review, New, Onsite 1	1,467.00		
Plan Review, New, Onsite 2	1,810.00		
Plan Review, New, Onsite 3	2,153.00		

Description	Fee *	Unit	Notes
Plan Review, New, Onsite 4	2,500.00		
Plan Review, New, Onsite 5	3,189.00		
Plan Review, New, Onsite 6	3,702.00		
Plan Review, New, Offsite 1	1,378.00		
Plan Review, New, Offsite 2	1,728.00		
Plan Review, New, Offsite 3	2,072.00		
Plan Review, New, Offsite 4	2,413.00		
Plan Review, New, Offsite 5	2,753.00		
Plan Review, New, Offsite 6	3,101.00		
Plan Review, Revision, Sewer 1	946.00		
Plan Review, Revision, Sewer 2	1,295.00		
Plan Review, Revision, Sewer 3	1,641.00		
Plan Review, Revision, Sewer 4	1,984.00		
Plan Review, Revision, Sewer 5	2,325.00		
Plan Review, Revision, Sewer 6	2,674.00		
Plan Review, Revision, Onsite 1	1,124.00		
Plan Review, Revision, Onsite 2	1,467.00		
Plan Review, Revision, Onsite 3	1,810.00		
Plan Review, Revision, Onsite 4	2,153.00		
Plan Review, Revision, Onsite 5	2,500.00		
Plan Review, Revision, Onsite 6	3,189.00		
Plan Review, Revision, Offsite 1	1,039.00		
Plan Review, Revision, Offsite 2	1,378.00		
Plan Review, Revision, Offsite 3	1,728.00		
Plan Review, Revision, Offsite 4	2,072.00		
Plan Review, Revision, Offsite 5	2,413.00		
Plan Review, Revision, Offsite 6	2,753.00		
Closure Inspection	808.00		
Site Remedial & Cleanup Plan Review Initial Deposit	720.00		
Site Remedial per hour	187.00		
Off-Hours Inspection per hour	399.00		
Inspection, for which no fee is indicated	513.00		
Additional Plan Review per hour	187.00		
Wastewater Sampling	513.00		

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
Citizen CPR/IAED Training Program			
Per Resident	36.45	cost of books and membership cards	
Per Non-Resident	42.30		
Ambulance Subscription Fee (Business Membership)			
1-10 Employees	58.80		
11-20 Employees	117.50		
21-30 Employees	177.00		
31-40 Employees	235.90		
41-50 Employees	295.40		
51-60 Employees	353.60		
61-70 Employees	412.30		
71-80 Employees	470.90		
81-90 Employees	529.60		
91-100 Employees	588.20		
101-110 Employees	646.90		
111-120 Employees	705.60		
121-130 Employees	764.20		
131-140 Employees	822.90		
141+ Employees	882.00		
Ambulance Subscription Fee (Non-Business Membership)	50.00		
Ambulance Transportation Fee	Per LA County DHS Rates plus dispatch costs		
Patient Assessment Fee	190.00 plus dispatch costs		
Electronic Documentation Fee	30.50		
Hazardous Condition and Traffic Collision Recovery Fee	Contract cost + 25.4 Admin		*Refer to Willdan 2018 Fee Study*
Document Copy Charge Response Reports	8.80	per report	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION C - LIBRARY			
Damaged/Lost Library Material			
Processing fee for adding replacement copy or accompanying material	10.00		
Accompanying Material	5.00		
Replace Plastic Jacket	2.50		
DVD Case	2.50		
CD Case (single)	2.50	per case	
Bag From Children's Book/CD Set	2.50	per bag	
Audiobook/CD/Hotspot Case	5.50		
DVD Jacket (Inside Jacket)	5.50		
Library Card Replacement	3.00	per card	
Interlibrary Loan Fees	5.00	per request plus charges of lending library	
Interlibrary Loan Photocopy	5.00	per page over 20 pages (pages 1-20 free)	
Wifi Hotspot	Replacement Cost		
Charging Cable	Replacement Cost		
Chromebook	Replacement Cost		
Alzheimer's Kit	Replacement Cost		
Parks Pack	Replacement Cost		NEW
iPad	Replacement Cost		NEW
Printing - Black & White	0.15		NEW
Printing - Color	0.30		NEW
Room Rental			
Friends Room Rental			
Non-Profit Adult (Based Outside Town)	63.00	per hour	
Non-Profit Adult (Based In Town)	31.50	per hour	
Non-Profit Youth Organizations	12.60	per hour	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION D - RECREATION / COMMUNITY SERVICES			
Athletic Field Rental			
Private Party	45.00	per hour/field	
Non-Profit Adult (Based Outside Town)	22.50	per hour/field	
Non-Profit Adult (Based In Town)	11.25	per hour/field	
Non-Profit Youth Organizations	4.50	per hour/field	
Athletic Field Lights			
Private Party	10.00	per hour/field	
Non-Profit Adult (Based Outside Town)	5.00	per hour/field	
Non-Profit Adult (Based In Town)	2.50	per hour/field	
Non-Profit Youth Organizations	1.00	per hour/field	
Gymnasium Rental			
Private Party	126.00	per hour	
Non-Profit Adult (Based Outside Town)	63.00	per hour	
Non-Profit Adult (Based In Town)	31.50	per hour	
Non-Profit Youth Organizations	12.60	per hour	
Staffing/Additional Staffing	25.00	per hour	
Pool Rental			
Private Party	158.00	per hour	
Non-Profit Youth Organizations	15.80	per hour	
Additional Aquatics Staffing	25.00	per hour	
Langley Center Main Room Rental			
Private Party	158.00	per hour	
Non-Profit Adult (Based Outside Town)	79.00	per hour	
Non-Profit Adult (Based In Town)	39.50	per hour	
Non-Profit Youth Organizations	15.80	per hour	
Langley Center Kitchen Facility	44.00	per hour	
Staffing/Additional Staffing	25.00	per hour	
Barnes Park Memorial Amphitheater			
Private Party	158.00	per hour	
Non-Profit Adult (Based Outside Town)	79.00	per hour	
Non-Profit Adult (Based In Town)	39.50	per hour	
Non-Profit Youth Organizations	15.80	per hour	
Staffing/Additional Staffing	25.00	per hour	
Service Club House Rental			
Private Party	158.00	per hour	
Non-Profit Adult (Based Outside Town)	79.00	per hour	
Non-Profit Adult (Based In Town)	39.50	per hour	
Non-Profit Youth Organizations	15.80	per hour	
Staffing/Additional Staffing	25.00	per hour	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
Other Indoor Facilities (Community Room, Elder, Sierra Vista, etc.)			
Private Party	126.00	per hour	
Non-Profit Adult (Based Outside Town)	63.00	per hour	
Non-Profit Adult (Based In Town)	31.50	per hour	
Non-Profit Youth Organizations	12.60	per hour	
Staffing/Additional Staffing	25.00	per hour	
Picnic Shelter	110.00	per shelter	
Picnic Shelter - Non Resident	130.00	per shelter	
Facility Clean-up Deposit (Where Applicable)	$300-500		
Swim Lessons			
Youth: (1-3 yrs old)	37.00	for 5 hours of lessons	
Youth: (4-6 yrs old)	37.00	for 5 hours of lessons	
Youth: (7-17 yrs old)	37.00	for 5 hours of lessons	
Adult	37.00	for 5 hours of lessons	
Public Swim			
Admission-Youth	2.50	2 hour swim	
Admission-Adult	3.50	2 hour swim	
Admission-Youth Discount Pass (20 Swims)	39.00	per pass	
Admission-Adult Discount Pass (20 Swims)	58.00	per pass	
Lap Swimming: Per Swim	5.25	per swim	
Lap Swimming: Monthly Pass	41.00	per month	
Lap Swimming: Family	77.00	per month	
Lap Swimming: Senior	28.00	per month	
Child Care Fees			
After School Care-Resident	129.00	per week	
After School Care-Non Resident	141.90	per week	
All Day & Summer-Resident	178.00	per week	
All Day & Summer-Non Resident	195.80	per week	
Recreation Class & Activity Registration Fee	9.00	per registration	
Alcohol Consumption Permit Fee	250.00		
Special Event Permit - Private Party	100.00		NEW
Special Event Permit - Non-profit	25.00		
Facility Rental - El Encanto	174.00	per hour	NEW

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION E - POLICE DEPARTMENT			
DUI Processing	998.00		
Emergency Response to DUI Traffic Collision			
DUI Arrest	791.58		
DUI Non-Injury	998.00		
DUI Minor Injury	1,104.00		
DUI Major/Fatal Injury	1,877.00		
Vehicle Impound / Storage Release	324.00		
Special Handling Administration Charges	33.00		
Clearance Letter	60.00		
Local Background Check/Recruiters	33.00		
CAD Log Searches (address and/or time/date of incidents)	60.00	each	
Crime Rate Report (required research redacting, writing)	91.00		
Visa/INS Letter CW/ Report	74.00	each	
Replace Lost Permit	26.00		
Duplicate Citations	20.00		
Animal Services			
Deceased Small Pet - Picked up by Animal Services Officer	60.00	Contracted with LA County	
Deceased Small Pet - Delivered to Shelter by owner	10.00	Dept of Animal Care &	
Deceased Large Pet	250.00		
License: Dogs-one year license (sterilized)	20.00		
License: Cat-one year license (sterilized)	5.00		
License: Dogs-one year license (unsterilized)	60.00		
License: Cat-one year license (unsterilized)	10.00		
License: Dogs-one year license (sterilized) military veterans with disabilities	7.50		
License: Dogs-one year license (sterilized) senior discount	7.50		
Residential and Business Alarm Permits	52.03		
Verification of Proof of Correction on Traffic Citations	35.88		
Fingerprinting	13.82		
Prisoner Booking Fees	200.00	per Court	
Sentenced Prisoners			
Housing	80.00	per 24 hours	
Per Diem Rate	80.00	per 12 hours	
Registration Fee	154.28		
Schedule Change Fee	49.00		
Booking & Housing of Prisoners on Los Angeles County Sheriffs Warrants and Other Arrests	154.00		
Special Details (filming, other events)	116.00	per hour per employee	
Concealed Weapons Permit (CCW)	528.14		
CCW Permit Amendment	10.00		
CCW Permit Renewal	25.00		
Gun and Ammunition Dealers - First Year	954.00		NEW
Gun and Ammunition Dealers - Annual Renewal	577.00		NEW

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION F - COMMUNITY DEVELOPMENT DEPARTMENT			
PLANNING			
Discretionary Zoning Fees			
General Plan Amendment	10,000.00	deposit	
Code Amendment	15,189.00		
Development Agreement/Specific Plan Review	25,000.00	deposit	
Zone Change (Does not include voter enactment)	10,379.00		
Modification to Specific Plan	15,189.00		
Variance: Single Family Residential	3,560.00		
Variance: Other	5,498.00		
Tentative Subdivision Map	5,283.00	plus per lot/unit fee	
Tentative Subdivision Map - Per lot/unit	183.00	per lot/unit	
Lot Line Adjustment/Lot Merger	2,914.00		
Conditional Use Permit: Commercial/SF Residential	5,188.00		
Appeal to City Council/Planning Commission	5,478.00		
Wireless Telecommunications Facility Permit	6,045.00		
Public Hearing Fees			
Handling of Radius Map & Mailing	238.00		
Publication Fee	601.00	per public hearing	
Environmental Fees			
Environmental Impact Report Deposit (In-House Review)	10,000.00	deposit	
Environmental Impact Report Deposit (Consultant)	Consultant Cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
Negative Declaration (In-House Review)	5,000.00	deposit	
Negative Declaration (Consultant)	Consultant Cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
Categorial Exemption	479.00		
City Planner/Ministerial Zoning Fees			
Short-Term Rental Permit	793.00		
Design Review - New Construction (Less than 25,000 SF)	3,496.00		
Design Review - New Construction (Equal or greater than 25,000 SF)	7,712.00		
Design Review - New Single Family House	775.00		
Design Review - Add. To Single Family House	713.00		
Design Review - Non-Residential Remodel (w/o increase in floor	1,894.00		
Design Review - Master Sign Plan	2,243.00		
Site Plan Review	3,470.00		
Design Review - Signs - (New)	591.00		
Design Review - Signs - (Face Change)	116.00		
Parking Study/Parking Joint Use Approval	5,000. plus 25.4% Admin.	deposit	*Refer to Willdan 2018 Fee Study*
Administrative Use Permit	3,891.00		
Temporary Use Permit	840.00		
Minor Modification	1,163.00		
Wireless Telecommunications Facility Permit (City Planner)	2,584.00		

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
Wireless Telecommunications Facility Permit (Small Wireless Facility)	1,741.00		
Planning Staff Review/Inspection	259.00	per hour	
Compliance Review	2,492.00		
Temporary Banner Permit	51.00		
Yard Sale Permit	35.00		
Landscape Plan Check Fee Deposit	2,000.00	deposit	
Planning Plan Check Fee - Single Family Residential/Accessory Dwelling Unit	392.00		NEW
Home Occupation Permit	252.00		
Zoning Verification Letter/Rebuild Letter	436.00		
Recordable Standard Covenants	709.00		
Extension of Time (Administrative)	949.00		
Density Bonus	10,000.00	deposit	NEW
OTC Administrative Review: Mechanical Equipment (HVAC, Water Tanks); Fence/Walls Review; Building Code Exempt Structures	76.00		NEW
Planning Plan Check Fee - Multi-family/Commercial	724.00		NEW
Business Application Zoning Clearance	152.00		NEW
Prelim Review of Plans (SFD Addition< 2,000 SF)	153.00		NEW
Major Development Deposit (MPMC 21.04)	30,000.00	deposit	NEW
Document Review (Covenants, Conditions & Restrictions, Covenants, Agreements)	Cosultant Cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
Extension of Time (discretionary)	5,900.00		NEW
Voter Enactment	30,000.00	deposit	NEW
Planning Review - New Accessory Dwelling Unit	775.00		NEW
Inclusionary Housing Fee	Consultant Cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*

***If multiple deposits are required, highest deposit amount is collected; deposit account must be replenished as directed by staff.**

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION G - BUILDING AND SAFETY			
Permit Issuance Fee			
Single Trade Permit Issuance	65.38	one trade	
Multi-Trade Permit Issuance	49.04	each additional	
Permit Extension	25% of current fee schedule value		NEW
Building Fees			
Deputy Inspector	114.52	plus $40.07 each trade	
Certificate of Occupancy: Temporary	328.32		
Certificate of Occupancy: Existing (Change of Occupancy)	328.32	plus $81.82 each 1,000 sq ft	
Certificate of Occupancy: New construction	216.61		
Building Reinspection	134.97		
Appeal (to Appeal Board)	5,907.00	deposit	
Building Plan Check Fee			
Building Plan Check Fee, when applicable shall be	81.2% of Permit Fee		
Minimum Building Plan Check Fee	274.11		NEW
Plan Check Fee for Plan Revisions (after permit is issued)	142.20	per hr (min. 0.5 hr)	
Miscellaneous Inspections: Overtime Inspection (per hour)	155.43	per hour (min. 2 hrs)	
Plan Check Extension	25% of current fee schedule value		NEW
Electrical Permit			
Services 600 Volts or less & (not over 200 Amperes)	204.56	each	
Services 600 Volts or less (201 to less than 600 Amperes)	245.47	each	
Services 600 Volts or less & (600 or more Amperes)	327.30	each	
Services over 600 Volts	327.30	each	
Sub-Panel or Switchboard	81.82	each	
Temporary Power Pole	81.82	each	

Description	Fee *	Unit	Notes
Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes:			
Up to 1	81.82	each	
Over 1 up to 10	122.74	each	
Over 11 up to 50	163.65	each	
Over 50	204.56	each	
Dishwasher, Disposal, Clothes Washer, Clothes Dryer, Bath Fans, Trolley Busways	81.82	each	
Branch Circuits Including Circuit Breakers	81.82	each	
Receptacles, Switches, Fixtures, Junction Boxes, Other Outlets	12.27	each	
Illuminated Signs, Outline Lighting, Festoon Lighting (each transformer)	40.91	each	
Swimming Pools, No Spas	163.65	each	
Spa or Swimming Pools with Spas	184.11	each	
Electrical Plan Check	81.2% of Electrical Permit		
Minimum Electrical Plan Check Fee	**274.11**		**NEW**
Electric Vehicle Charger	**114.52**		**NEW**
Plumbing Permit			
Each plumbing fixture including its water supply, trap, and drainage piping: Toilet, Urinal, Tub, Shower, or combination, Mop Sink, Laundry Tray, Kitchen Sink, Bar Sink, Lavatory, Floor Drain, Floor Sink, Dishwasher, Clothes Washer, Drinking Fountain, Rainwater Drains, P-Trap, Water Treatment Equipment	40.91	each fixture	
Water Piping, Drain Piping, Vent Piping	40.91	each	
Water Supply System, Drainage System, Vent System	94.10	each system	
Backflow Preventor or Anti-Siphon Device	61.37	each	
Gas Piping, each meter	81.82	per meter	
Gas Outlet	20.46	each	
Commercial Grease Trap, Commercial Grease Interceptor, Industrial Waste Interceptor, Trailer Park Trap	81.82	each	
Sewer Connections & Sewer Extensions	81.82	each	
Sewer Caps	40.91	each	
Sump Pump Systems, Sewage Ejector Systems	81.82	each	
Pool, Spa, or Combination thereof, including trap and Piping	122.74	each	
Water Heater including water piping and vent system	65.46	each	
Plumbing Plan Check	81.2% of Plumbing Permit		
Minimum Plumbing Plan Check Fee	**274.11**		**NEW**
Mechanical Permit			
Furnace or Space Heater: Up to 100M BTU	81.82	each	
Furnace or Space Heater: Over 100M BTU	102.28	each	

Description	Fee *	Unit	Notes
Compressor Boiler:			
Up to 3HP or 100M BTU	81.82	each	
Over 3HP or 100M BTU - Up to 15HP or 500M BTU	81.82	each	
Over 15HP or 500M BTU - Up to 30HP or 1000M BTU	122.74	each	
Over 30HP or 1000M BTU	204.56	each	
Absorption Units, Evaporative Coolers	81.82	each	
VAV Control Box	40.91	each	
Diffusers or Registers	12.27	each	
Vent Fan, Residential Hood, Appliance Vents, Duct Alteration	40.91	each	
Commercial Hood including Motor & Duct	163.65	each	
Metal Fireplace & Chimney, Oil Fired Equipment, Storage Tanks, Dipping Tanks, Appliance or Equipment Not Listed	81.82	each	
Mechanical Plan Check	81.2% of Mechanical Permit		
Minimum Mechanical Plan Check Fee	274.11		NEW
Building Permit - Building Valuation			
$1,000	88.00		*Reso. 11771*
$1,500	130.00		*Reso. 11771*
$2,000	176.00		*Reso. 11771*
$2,500	206.00		*Reso. 11771*
$3,000	234.00		*Reso. 11771*
$3,500	264.00		*Reso. 11771*
$4,000	292.00		*Reso. 11771*
$5,000	322.00		*Reso. 11771*
$6,000	351.00		*Reso. 11771*
$7,000	381.00		*Reso. 11771*
$8,000	410.00		*Reso. 11771*
$9,000	441.00		*Reso. 11771*
$10,000	469.00		*Reso. 11771*
$12,000	514.00		*Reso. 11771*
$14,000	558.00		*Reso. 11771*
$16,000	599.00		*Reso. 11771*
$18,000	644.00		*Reso. 11771*
$20,000	688.00		*Reso. 11771*
$22,000	733.00		*Reso. 11771*
$24,000	778.00		*Reso. 11771*
$26,000	821.00		*Reso. 11771*
$28,000	864.00		*Reso. 11771*
$30,000	910.00		*Reso. 11771*
$32,000	951.00		*Reso. 11771*
$34,000	994.00		*Reso. 11771*
$36,000	1,042.00		*Reso. 11771*
$38,000	1,084.00		*Reso. 11771*

Description	Fee *	Unit	Notes
$40,000	1,129.00		*Reso. 11771*
$42,000	1,170.00		*Reso. 11771*
$44,000	1,215.00		*Reso. 11771*
$46,000	1,260.00		*Reso. 11771*
$48,000	1,302.00		*Reso. 11771*
$50,000	1,348.00		*Reso. 11771*
$55,000	1,435.00		*Reso. 11771*
$60,000	1,523.00		*Reso. 11771*
$65,000	1,613.00		*Reso. 11771*
$70,000	1,700.00		*Reso. 11771*
$75,000	1,787.00		*Reso. 11771*
$80,000	1,875.00		*Reso. 11771*
$85,000	1,963.00		*Reso. 11771*
$90,000	2,051.00		*Reso. 11771*
$95,000	2,122.00		*Reso. 11771*
$100,000	2,197.00		*Reso. 11771*
Each $1,000 valuation over $100,000	13.00		*Reso. 11771*
Energy Plan Check - Building Valuation per 1K sq ft			
$1,000	9.50		
$1,500	14.03		
$2,000	19.00		
$2,500	22.24		
$3,000	25.26		
$3,500	28.50		
$4,000	31.52		
$5,000	34.76		
$6,000	37.89		
$7,000	41.13		
$8,000	44.26		
$9,000	47.60		
$10,000	50.63		
$12,000	55.48		
$14,000	60.23		
$16,000	64.66		
$18,000	69.52		
$20,000	74.27		
$22,000	79.13		
$24,000	83.98		
$26,000	88.62		
$28,000	93.27		
$30,000	98.23		
$32,000	102.66		
$34,000	107.30		

Description	Fee *	Unit	Notes
$36,000	112.48		
$38,000	117.01		
$40,000	121.87		
$42,000	126.30		
$44,000	131.16		
$46,000	136.01		
$48,000	140.55		
$50,000	145.51		
$55,000	154.90		
$60,000	164.40		
$65,000	174.12		
$70,000	183.51		
$75,000	192.90		
$80,000	202.40		
$85,000	211.90		
$90,000	221.40		
$95,000	229.06		
$100,000	237.16		
Each $1,000 valuation over $100,000	1.40		
Accessibility Plan Check - Building Valuation per 1K sq ft			
$1,000	4.70		
$1,500	7.00		
$2,000	9.45		
$2,500	11.10		
$3,000	12.60		
$3,500	14.20		
$4,000	15.75		
$5,000	17.35		
$6,000	18.90		
$7,000	20.55		
$8,000	22.10		
$9,000	23.80		
$10,000	25.30		
$12,000	27.70		
$14,000	30.10		
$16,000	32.30		
$18,000	34.75		
$20,000	37.10		
$22,000	39.55		
$24,000	41.95		
$26,000	44.30		
$28,000	46.60		
$30,000	49.10		

Description	Fee *	Unit	Notes
$32,000	51.30		
$34,000	53.60		
$36,000	56.20		
$38,000	58.50		
$40,000	60.90		
$42,000	63.10		
$44,000	65.55		
$46,000	68.00		
$48,000	70.25		
$50,000	72.75		
$55,000	77.45		
$60,000	82.20		
$65,000	87.05		
$70,000	91.75		
$75,000	96.45		
$80,000	101.15		
$85,000	105.90		
$90,000	110.65		
$95,000	114.50		
$100,000	118.55		
Each $1,000 valuation over $100,000	0.70		

Development Impact Fee:

Effective: July 6, 2021

Land Use	Police	Fire	Circulation System (Streets, Signals, and Bridges)	Water	Sewer	Library	Public Meeting Facilities	Aquatics	Parks	Total
Revenue Account	205-4597	205-4598	204-4591	401-4601	411-4602	231-4595	231-4594	231-4593	231-4592	
Residential -(Per Unit)										
Detatched Dwelling Units	$ 526	$ 640	$ 1,791	$ 2,786	$ 385	$ 191	$ 1,660	$ 732	$ 3,677	$ 12,387
Attached Dwelling Units	503	418	1,129	2,570	356	194	1,684	743	3,730	11,324
Commercial Lodging Units	191	381	942	1,672	231				17	3,434
Non-Residential - (Per Sq Ft)										
Retail, Services, Office	0.370	0.350	3.216	0.769	0.138				0.064	4.906
Manufacturing, Industrial	0.050	0.019	1.305	0.386	0.069				0.032	1.862
Institutional	0.073	0.053	0.879	0.528	0.095				0.161	1.789

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
SECTION H - PUBLIC WORKS			
Address Change/Additional Address	432.00	each	
Address Change/Additional Address (ADU)	616.00		NEW
Banner Permit	1,764.00	each	
Encroachment Permit Fee	488.00	each	
Encroachment Permit & Inspection Fee (Food Trucks)	580.00		NEW
Geology/Geotechnical Review			
Deposit for geology/geotechnical review (Cost Varied Depending on Size of Project)	Consultant Cost	Initial Review + 25.4% Admin	*Refer to Willdan 2018 Fee Study*
Grading			
Grading Inspection Fee > 1,000 acre	198.00	Per hour	NEW
Grading Inspection Fee < 1,000 acre	198.00	Per hour	NEW
Grading Plan Check Fee	888.00	Each	NEW
Plan Check Fee-Provided by Consultants	Consultant Cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
National Pollutant Discharge Elimination System (NPDES)			
Consultant Cost	Consultant cost + 25.4% Admin		*Refer to Willdan 2018 Fee Study*
City Administrative Services	917.00	Min $916.05 or 25.4% of Review Cost	*Refer to Willdan 2018 Fee Study*
House-moving Permit Fee	303.00	per document	
Newsrack Permit Fee	303.00	per newsrack per year	
Parcel Merge by Document	210.00	Plus consultant cost + 25.4% Admin	*Refer to Willdan 2018 Fee Study*
Building Permit Plan Check Fee (Engineering)	353.00	Minimum $352 or hourly	
Building Permit Plan Check Fee (Engineering) ADU	529.00	Min. $487 or hourly	NEW
Public Works Improvement Plan Check - Single Family	444.00	Minimum $411 or hourly	
Public Works Improvement Plan Check- Multi-Family	889.00	Min. $822 or hourly	NEW
Public Works Improvement Plan Check- Residential Tract	889.00	Min. $822 or hourly	NEW
Public Works Improvement Plan Check-Commercial	1,334.00	Min. $1233 or hourly	NEW
Public Works Plan Check-Provided by Consultants	Consultant Cost + 25.4 % Admin		*Refer to Willdan 2018 Fee Study*
Public Works Improvement Inspection -Single Family	297.00	per hour	
Public Works Improvement Inspection-Multi-Family	99.00	per hour	NEW
Public Works Improvement Inspection-Residential Tract	2,974.00	per hour	NEW
Public Works Improvement Inspection-Commercial	198.00	per hour	NEW
Public Works Inspection-Provided by Consultants	Consultant Cost + 25.4 % Admin		*Refer to Willdan 2018 Fee Study*
Sewer House Connection Permit Fee (Outside City Limits)	978.00	each connection	

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

July 1, 2024

Description	Fee *	Unit	Notes
Subdivision Map, Parcel Map, and Monument Map Checking			
City Admin Fee	420.00		
Consultant Charges	Consultant Cost + 25.4 % Admin		*Refer to Willdan 2018 Fee Study*
Subdivision CCR (Review By City Attorney)			
City Admin Fee	City Attorney fee		
Consultant Charges	Cost		
Waste and Recycling Collection Permit Application	364.00	per application	
Transportation Permit Fee (Vehicle Code Section 35795)	16.00	per permit (Single Trip)	
	90.00	per permit (Annual Trip)	
Traffic Engineering Plan Check Fee			
City Admin Fee	`+ 25.4% Admin		*Refer to Willdan 2018 Fee Study*
Consultant Charges	Consultant Cost		
Public Works Water Division Plan Check	117.00	per hour	
Public Works Water Division Inspection	117.00	per hour	
During Extreme Weather, Plastic Sheeting after the First Roll	128.00	Additional Rolls	
Street Vendor Fee (Peddler)	255.00		NEW
Water Service Installation	Consultant Cost + 25.4 % Admin		*Refer to Willdan 2018 Fee Study*
Water Reconnection Fee - Regular business hours	40.00		
Water Reconnection Fee - After hours	225.00		
Backflow Annual Inspection & Compliance	117.00		NEW
Construction Meter Fee	234.00	Staff time + $1,250 Deposit + water use	NEW
Fire Hydrant Flow Test	389.00		
Permit Parking Review	2,923.00		NEW
Meter Testing 3/4" - 1"	225.00		NEW
Meter Testing 1.5" - 2"	285.00		NEW
Meter Testing 3" or larger	405.00		NEW

City Council Staff Report

DATE: June 18, 2024
AGENDA ITEM NO: Public Hearing - 4C

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Resolution for the FY2024-25 Capital Improvement Plan

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing to receive documentary and testimonial evidence;
2. After closing the public hearing and considering the evidence, adopting a Resolution finding the FY2024-25 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; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

The City's FY2024-25 proposed budget includes an updated Capital Improvement Plan ("CIP") outlining the City's capital investments over a five-year period. Staff asks that the City Council adopts of a Resolution to approve the proposed CIP, grants authorization for the City Engineer to approve plans specifications for Capital Improvement Projects, and authorizes for the Director of Public Works to advertise projects for construction bids when required or needed.

BACKGROUND

The CIP generally identifies which capital improvement projects will be built during a five-year period; it is updated annually and approved by the City Council. The CIP includes major enhancements and repairs to critical public assets, including parks, City-owned facilities, streets, traffic signals, storm drains, sidewalks, bus stops, transportation, water and sewer facilities. Completion of CIP projects helps to enhance the overall quality of life in the City by improving the physical structures, systems, and facilities that provide services to the community. The Public Works Department is responsible for implementing the City's CIP. Each year, Public Works, in conjunction with other Departments, reviews the City's capital needs and prioritizes projects through the annual budget process.

It is recommended that the City Council adopt a resolution approving the proposed FY 2024-25 CIP list of projects. If the proposed Resolution is adopted, the CIP will be approved; the City Engineer will be authorized to approve plans/specifications (for design immunity purposes); and the Public Works Director will be authorized to solicit bids for CIP projects.

FISCAL IMPACT

The FY 2024-25 proposed budget includes a list of projects with estimated costs and funding sources. Any Capital Improvement Project fiscal impact will be provided before contract award.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Xochitl Tipan
Administrative Manager

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

A RESOLUTION FINDING THE FY 2024-25 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.

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

SECTION 1: *Planning Agency.* Pursuant to Monterey Park Municipal Code ("MPMC") § 2.56.020(B), the City Council is the Monterey Park Planning Agency for purposes of this Resolution. In accordance with Government Code § 65401, the Public Works Director prepared and submitted a capital improvement plan ("CIP") to the Planning Agency as set forth in attached Exhibit "A," which is incorporated by reference. Government Code § 65103(C) requires the Planning Agency to annually review the City's CIP to determine whether the CIP is consistent with the Monterey Park General Plan. The City Council finds that the CIP is consistent with the Monterey Park General Plan. Among other things the CIP meets the following goals in the General Plan:

- Goal 2.0 of the Circulation Element: Provide a local street system that accommodates current and future traffic volumes;
- Goal 5.0 of the Circulation Element: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of City residents;
- Goal 6.0 of the Circulation Element: Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive;
- Goal 3.0 of the Safety and Community Services Element: Protect public and private properties from geologic hazards associated with steep slopes, unstable hillsides, and liquefaction-prone areas;
- Goal 13.0 of the Safety and Community Services Element: Provide adequate sewer, water, and drainage systems to meet the needs of City residents and businesses; and
- Goal 4.0 of the Resources Element: Conserve and protect groundwater supply and water resources.

SECTION 2: *Design Immunity; City Engineer*. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 regarding the plans and construction of the CIP projects. Accordingly, the City Council authorizes the City Engineer to exercise discretionary approval for plans or designs for each project identified in the CIP

in advance of the construction or improvement. Such approval must conform with the following:

A. The City Engineer must determine that design and plans for the CIP projects are consistent with the City's standards, guidelines, practices, or otherwise comply with applicable law and engineering standards, guidelines, or practices.

B. Approval must be in writing and be stamped by the City Engineer while exercising his or her discretion in accordance with California law.

C. The design approval must occur before a solicitation of bids is issued in accordance with this Resolution and before actual construction work construction commences.

D. The City Engineer is authorized to act on the City's behalf in approving any alterations or modifications of approved design and plans.

SECTION 3: *Solicitation of Bids; Public Works Director*. For CIP projects exceeding the threshold in MPMC § 3.100.040 for informal bidding (at the time this Resolution was adopted, the threshold is $200,000 or more), the Public Works Director is authorized to solicit bids for projects identified in the CIP and in the current Budget Resolution without additional City Council authorization. Such solicitation for bids must comply with applicable California law including, without limitation, the Public Contract Code. The Public Works Director is required to bring all recommendations for award to the City Council.

SECTION 3: *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 4: *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 5: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of June.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:



_____
Karl H. Berger, City Attorney

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2023-2024 Carryover Balance	New Funding Request FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Planned FY 2028-2029	Planned FY 2029-2030	Total Project Needs
		Enterprise Capital Projects										
86005	411	SEWER MASTER PLAN	$200,000.00	$0.00	$200,000.00	$0.00	$0.00	$178,013.00	$0.00	$0.00	$0.00	$378,013.00
86005	411	SEWER SYSTEM INVENTORY & MAPPING AND STAFF TRAINING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
86005	419	SEWER MASTER PLAN	$24,457.00	$1,182.00	$23,275.00	$0.00	$0.00	$46,720.00	$0.00	$0.00	$0.00	$71,177.00
99011	411	EMERSON AVENUE PARALLEL PIPELINE	$1,630,000.00	$0.00	$1,630,000.00	$0.00	$0.00	$270,000.00	$0.00	$0.00	$0.00	$1,900,000.00
99021	411	PIPELINE REPLACEMENT - CIPRIANO AND EL PORTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$304,886.00	$0.00	$0.00	$0.00	$304,886.00
99026	411	SEWER MANHOLE REHABILITATION	$300,000.00	$0.00	$300,000.00	$0.00	$0.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$1,500,000.00
99027	411	SEWER REPAIRS AT VARIOUS LOCATIONS	$1,500,000.00	$0.00	$1,500,000.00	$0.00	$0.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$7,500,000.00
NEW	411	NEW SEWER LINES - VARIOUS LOCATIONS	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$2,300,000.00	$0.00	$0.00	$0.00	$5,300,000.00
		Sewer Sub-total	$3,654,457.00	$1,182.00	$3,653,275.00	$3,000,000.00	$0.00	$4,899,619.00	$1,800,000.00	$1,800,000.00	$1,800,000.00	$16,954,076.00
99012	402	GROUNDWATER TREATMENT SYSTEM	$0.00	$3,734.00	-$3,734.00	$0.00	$0.00	$105,541.00	$0.00	$0.00	$0.00	$105,541.00
99012	403	GROUNDWATER TREATMENT SYSTEM	$2,794,149.42	$617,459.69	$2,176,689.73	$0.00	$0.00	$4,042,851.00	$0.00	$0.00	$0.00	$6,837,000.42
99005	401	MIRA VALLE WATER PROJECT	$0.00	$0.00	$0.00	$0.00	$0.00	$540,000.00	$0.00	$0.00	$0.00	$540,000.00
99006	401	MPK GOLF COURSE WATER MAIN EXTENSION	$0.00	$0.00	$0.00	$0.00	$0.00	$630,000.00	$0.00	$0.00	$0.00	$630,000.00
99007	408	RUSSELL STREET RESERVOIR	$68,060.00	$22,573.80	$45,486.20	$5,441,690.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,509,750.00
96001	401	N. ATLANTIC WATER IMPROVEMENT	$1,673,253.40	$0.00	$1,673,253.40	$345,922.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,019,175.40
99022	409	PLC UPGRADE	$600,000.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$600,000.00
99024	408	WATER METER REPLACEMENTS	$5,005,840.00	$5,840.00	$5,000,000.00	$4,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,005,840.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 4) NICHOLSON & GARFIELD	$0.00	$0.00	$0.00	$1,800,000.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$1,800,000.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 5) EXTERIOR PIPELINE	$0.00	$0.00	$0.00	$0.00	$0.00	$2,700,000.00	$0.00	$0.00	$0.00	$2,700,000.00
NEW	401	DE LA FUENTE ST MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000,000.00	$0.00	$0.00	$0.00	$6,000,000.00
NEW	401	MONTECHICO DR MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$1,300,000.00	$0.00	$0.00	$0.00	$1,300,000.00
NEW	401	RUSSELL BOOSTER STATION	$0.00	$0.00	$0.00	$0.00	$0.00	$2,800,000.00	$0.00	$0.00	$0.00	$2,800,000.00
NEW	401	BROCKWELL AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,500,000.00	$0.00	$0.00	$5,500,000.00
NEW	401	REPLACE DELTA SETTLING TANKS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,700,000.00	$0.00	$0.00	$2,700,000.00
NEW	401	EAST GRAVES AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$670,000.00	$0.00	$670,000.00
NEW	401	BRIGHTWOOD BOOSTER STATION REHAB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,900,000.00	$0.00	$1,900,000.00
NEW	401	GRAYLOCK AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$3,000,000.00
NEW	401	PIPELINE SEISMIC UPGRADE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$200,000.00	$0.00	$200,000.00
NEW	401	DELTA BOOSTER STATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,100,000.00	$1,100,000.00
NEW	401	DONCREST ST MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$578,000.00	$578,000.00
NEW	408	GARFIELD WATER MAIN REPLACEMENT (GARVEY TO CORAL VIEW)	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000,000.00
NEW	408	N. ATLANTIC WATER MAIN REPLACEMENT (NEWMARK TO HARDING)	$0.00	$0.00	$0.00	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000,000.00
NEW	401	Emergency Generator for Water Facilities	$0.00	$0.00	$0.00	$0.00	$0.00	$12,612,600.00	$0.00	$0.00	$0.00	$12,612,600.00
NEW	401	HIGHLAND SCHOOL WATERLINE LOOP	$0.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Water Sub-total	$10,141,302.82	$649,607.49	$9,491,695.33	$16,587,612.00	$1,100,000.00	$30,730,992.00	$8,200,000.00	$5,770,000.00	$1,678,000.00	$73,107,906.82
		Enterprise Capital Projects Subtotal	**$13,795,759.82**	**$650,789.49**	**$13,144,970.33**	**$19,587,612.00**	**$1,100,000.00**	**$35,630,611.00**	**$10,000,000.00**	**$7,570,000.00**	**$3,478,000.00**	**$90,061,982.82**
		Street Construction Capital Projects										
96012	101	POTRERO GRANDE RENOVATION	$3,509,089.20	$57,645.60	$3,451,443.60	$0.00	$0.00	$79,769.40	$0.00	$0.00	$0.00	$3,588,858.60
96013	379	MTA MONTEREY PASS BIKE GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
XXXXX	239	GARFIELD AVENUE CAPACITY IMPROVEMENT	$699,787.50	$14,787.50	$685,000.00	$0.00	$0.00	$212.50	$0.00	$0.00	$0.00	$700,000.00
96024	239	ATLANTIC AVENUE CAPACITY IMPROVEMENT	$1,899,607.50	$22,107.50	$1,877,500.00	$0.00	$0.00	$392.50	$0.00	$0.00	$0.00	$1,900,000.00
96025	239	RAMONA ROAD CAPACITY IMPROVEMENT	$747,904.00	$137,904.00	$610,000.00	$0.00	$0.00	$1,002,096.00	$650,000.00	$0.00	$0.00	$2,400,000.00
96026	239	ADAPTIVE TRAFFIC/TRAFFIC RESPONSIVE CONTROL SYSTEM	$3,952,981.25	$329,268.37	$3,623,712.88	$0.00	$0.00	$5,047,018.75	$0.00	$0.00	$0.00	$9,000,000.00
96027	601	PAVEMENT MANAGEMENT STUDY	$94,269.00	$32,960.00	$61,309.00	$13,691.00	$0.00	$0.00	$0.00	$0.00	$0.00	$107,960.00
96031	601	STREET REHABILITATION -VARIOUS LOCATIONS	$10,692,041.21	$10,650,906.58	$41,134.63	$0.00	$0.00	$7,726,595.79	$0.00	$0.00	$0.00	$18,418,637.00
96031	101	STREET REHABILITATION-VARIOUS LOCATIONS	$28,200.00	-$119,402.80	$147,602.80	$0.00	$0.00	$7,150.00	$0.00	$0.00	$0.00	$35,350.00
96034	239	SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT - ATP CYCLE 4	$409,258.21	$132,019.55	$277,238.66	$0.00	$0.00	$80,398.79	$0.00	$0.00	$0.00	$489,657.00

96035	239	CESAR CHAVEZ AVE. PAVING PROJECT	$53,670.00	$0.00	$53,670.00	$0.00	$0.00	$1,330.00	$0.00	$0.00	$0.00	$55,000.00
96038	240	MAT CYCLE 1- POTRERO GRANDE REGIONAL PROJECT	$108,750.00	$50,000.00	$7,399,117.00	$0.00	$0.00	$5,975,865.00	$281,610.00	$0.00	$0.00	$6,366,225.00
96005	241	TRAFFIC SIGNAL UPGRADES	$173,313.50	$39,264.50	$134,049.00	$65,951.00	$0.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$1,039,264.50
96046	246	MONTEREY PASS STREET REHABILITATION	$1,064,323.00	$10,000.00	$1,054,323.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,064,323.00
96041	242	SLURRY SEAL	$500,000.00	$500,000.00	$0.00	$500,000.00	$0.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$3,000,000.00
96042	237	STREET REHABILITATION - VARIOUS STREETS	$1,500,000.00	$1,431,964.57	$68,035.43	$0.00	$0.00	$1,500,000.00	$1,500,000.00	$150,000.00	$1,500,000.00	$6,150,000.00
96043	241	SIDEWALK REPAIRS - CITYWIDE	$179,557.00	$116,909.50	$62,647.50	$0.00	$0.00	$180,000.00	$180,000.00	$180,000.00	$180,000.00	$899,557.00
96043	236	SIDEWALK REPAIRS - CITYWIDE	$70,443.00	$70,443.00	$0.00	$0.00	$0.00	$70,000.00	$70,000.00	$70,000.00	$70,000.00	$350,443.00
96044	218	SAFE STREETS FPR ALL (SS4A)	$984,000.00	$0.00	$984,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$984,000.00
96044	239	SAFE STREETS FPR ALL (SS4A)	$246,000.00	$0.00	$246,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$246,000.00
96045	241	BUS STOP IMPROVEMENTS	$600,000.00	$0.00	$600,000.00	$0.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$1,200,000.00
NEW	242	ALLEYS REHABILITATION	$0.00	$0.00	$0.00	$0.00	$0.00	$2,930,000.00	$2,544,000.00	$2,671,000.00	$2,804,000.00	$10,949,000.00
NEW	242	PAVEMENT MANAGEMENT STUDY	$0.00	$0.00	$0.00	$0.00	$0.00	$75,000.00	$0.00	$0.00	$0.00	$75,000.00
NEW	362	ADA IMPROVEMENTS	$0.00	$0.00	$0.00	$250,000.00	$0.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$1,250,000.00
NEW	237	PAVEMENT IMPROVEMENTS (LOCATIONS TO BE DETERMINED)	$0.00	$0.00	$0.00	$1,461,806.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$1,486,806.00
NEW	240	PAVEMENT IMPROVEMENTS (LOCATIONS TO BE DETERMINED)	$0.00	$0.00	$0.00	$650,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$650,000.00
		Street Sub-total	$27,513,194.37	$13,476,777.87	$21,376,783.50	$2,941,448.00	$0.00	$26,250,828.73	$6,175,610.00	$4,021,000.00	$5,504,000.00	$72,406,081.10
96040	248	STORM DRAIN MASTER PLAN/TMDL STUDY	$153,233.00	$0.00	$153,233.00	$0.00	$0.00	$146,767.00	$0.00	$0.00	$0.00	$300,000.00
NEW	248	CATCH BASIN CPS UNITS	$0.00	$0.00	$0.00	$0.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$100,000.00
NEW	248	STORMWATER INFILTRATION TRENCHES/DEMONSTRATION GARDEN	$0.00	$0.00	$0.00	$0.00	$0.00	$350,000.00	$0.00	$0.00	$0.00	$350,000.00
NEW		STORM DRAIN LINING ON BRADSHAWE RESERVOIR TO GRANDRIDGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
											$0.00	
		Drainage Sub-total	$153,233.00	$0.00	$153,233.00	$0.00	$0.00	$596,767.00	$0.00	$0.00	$0.00	$750,000.00
												$ -
		Street Construction Capital Projects Subtotal	**$27,666,427.37**	**$13,476,777.87**	**$21,530,016.50**	**$2,941,448.00**	**$0.00**	**$26,847,595.73**	**$6,175,610.00**	**$4,021,000.00**	**$5,504,000.00**	**$73,156,081.10**
		Community Capital Improvement Projects										
81401	502	IT EMERGENCY / MASTER PLAN	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$50,000.00
87001	101	COMPREHENSIVE GENERAL PLAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
91401	502	NETWORK EQUIPMENT (ERP)	$367,498.89	$227,203.11	$140,295.78	$0.00	$0.00	$0.00	$0.00	$0.00		$367,498.89
91402	502	NETWORK EQUIPMENT (ERP) PSA	$197,710.00	$43,174.39	$154,535.61	$0.00	$0.00	$0.00	$0.00	$0.00		$197,710.00
96018	101	DOWNTOWN PARKING LOT IMPROVEMENTS	$567,153.00	$0.00	$567,153.00	$0.00	$0.00	$0.00	$0.00	$0.00		$567,153.00
95013	231	BARNES GYM RESTROOMS UPGRADES	$240,167.00	$17,670.00	$222,497.00	$0.00	$0.00	$0.00	$0.00	$0.00		$240,167.00
95014	231	LANGLEY RESTROOMS UPGRADES	$211,200.00	$22,930.00	$188,270.00	$0.00	$0.00	$0.00	$0.00	$0.00		$211,200.00
95014	362	LANGLEY RESTROOMS UPGRADES	$545,603.00	$0.00	$545,603.00	$0.00	$0.00	$0.00	$0.00	$0.00		$545,603.00
95025	363	DUAL MODEM MDC'S	$47,580.64	$18,021.53	$29,559.11	$0.00	$0.00	$0.00	$0.00	$0.00		$47,580.64
EFD03	501	PUBLIC SAFETY	$60,000.00	$0.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$60,000.00
EPW02	501	PUBLIC WORKS VEHICLE	$150,000.00	$0.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$150,000.00
E0001	501	PUBLIC WORKS VEHICLE	$360,000.00	$0.00	$360,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$360,000.00
ECS02	238	RECREATION AND COMMUNITY SERVICES VEHICLES	$245,000.00	$0.00	$245,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$245,000.00
###	401	PUBLIC WORKS VEHICLE (WATER)	$0.00	$0.00	$70,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
95031	362	PARK RESTROOM IMPROVEMENTS - BARNES PARK	$445,000.00	$0.00	$445,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$445,000.00
NEW	362	PARK RESTROOM IMPROVEMENTS	$0.00	$0.00	$0.00	$0.00	$0.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$1,600,000.00
EFD01	101	AMBULANCE	$800,000.00	$875,416.37	-$75,416.37	$0.00	$0.00	$0.00	$0.00	$0.00		$800,000.00
95032	101	ELDER GYM ROOF REPAIR	$433,000.00	$0.00	$433,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$433,000.00
95033	101	CITY HALL SKYLIGHTS ATRIUM REPLACEMENT	$300,000.00	$0.00	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$300,000.00
95034	101	CITY HALL ROOF REPAIR	$693,000.00	$0.00	$693,000.00	$0.00	$0.00	$507,000.00	$0.00	$0.00		$1,200,000.00
95035	101	GARVEY RANCH PARK MUSEUM ROOF REPAIRS	$140,000.00	$0.00	$140,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$140,000.00
95036	101	LANGLEY CENTER ROOF	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$100,000.00
95037	101	BARNES GYM ROOF	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$100,000.00
EPD01	101	POLICE VEHICLE	$196,790.65	$126,790.03	$70,000.62	$0.00	$0.00	$200,000.00	$0.00	$0.00		$396,790.65
NEW	101	Library Grant - new project	$0.00	$0.00	$0.00	$0.00	$0.00	$1,400,374.00	$0.00	$0.00		$1,400,374.00
NEW	101	LIBRARY GRANT - NEW PROJECT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
NEW	101	(YR2)	$100,000.00	$20,258.00	$79,742.00	$0.00	$0.00	$1,700,000.00	$0.00	$0.00		$1,800,000.00
NEW	101	BARNES PARK GYM FLOORING	$0.00	$0.00	$0.00	$260,000.00	$0.00	$0.00	$0.00	$0.00		$260,000.00
NEW	101	CONCRETE BARRIER WALL AT EOC	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$50,000.00

NEW	101	COUNCIL CHAMBERS SEATING REMOVAL & REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$108,000.00	$0.00	$0.00	$0.00	$108,000.00
NEW	101	PARK RESTROOM INTERIOR FIXTURE REMOVAL & REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$110,000.00	$0.00	$0.00	$0.00	$110,000.00
NEW	101	UNDERGROUND STORAGE TANK REMOVAL & REPLACEMENT	$0.00	$0.00	$0.00	$118,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$118,000.00
NEW	101	AIR CONDITIONING UNIT REPLACEMENT - PHASE 2	$0.00	$0.00	$0.00	$0.00	$0.00	$550,000.00	$0.00	$0.00	$0.00	$550,000.00
NEW	101	CITYWIDE VEHICLES	$0.00	$0.00	$0.00	$750,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$750,000.00
NEW	101	GARVEY RANCH MUSEUM/OBSERVATORY PAINT & EXTERIOR GATE REHAB	$0.00	$0.00	$0.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
NEW	101	LA LOMA PARK ADA RESTROOM & UTILITIES	$0.00	$0.00	$0.00	$350,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$350,000.00
NEW	101	BARNES POOL DEMO	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
		Community Capital Improvement Projects Subtotal	**$6,349,703.18**	**$1,351,463.43**	**$5,068,239.75**	**$2,004,000.00**	**$0.00**	**$5,025,374.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$14,579,077.18**
ALL FUNDS												
	101	GENERAL FUND	$6,967,232.85	$960,707.20	$6,006,525.65	$2,004,000.00	$0.00	$4,712,293.40	$0.00	$0.00		$13,183,526.25
	218	SS4A	$984,000.00	$0.00	$984,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$984,000.00
	231	PUBLIC/PARKS/LIBRARY DIF	$451,367.00	$40,600.00	$410,767.00	$0.00	$0.00	$0.00	$0.00	$0.00		$451,367.00
	236	TRANSPORTATION DEVELOPMENT ACT 3	$70,443.00	$70,443.00	$0.00	$0.00	$0.00	$70,000.00	$70,000.00	$70,000.00		$350,443.00
	237	SB1	$1,500,000.00	$1,431,964.57	$68,035.43	$1,461,806.00	$0.00	$1,525,000.00	$1,500,000.00	$150,000.00		$7,636,806.00
	238	PROP A	$245,000.00	$0.00	$245,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$245,000.00
	239	MEASURE R	$8,009,208.46	$636,086.92	$7,373,121.54	$0.00	$0.00	$6,131,448.54	$650,000.00	$0.00		$14,790,657.00
	240	Measure M	$108,750.00	$50,000.00	$7,399,117.00	$650,000.00	$0.00	$5,975,865.00	$281,610.00	$0.00		$7,016,225.00
	241	PROP C	$952,870.50	$156,174.00	$796,696.50	$65,951.00	$0.00	$980,000.00	$380,000.00	$380,000.00		$3,138,821.50
	242	GAS TAX	$500,000.00	$500,000.00	$0.00	$500,000.00	$0.00	$3,505,000.00	$3,044,000.00	$3,171,000.00		$14,024,000.00
	246	HIGHWAY SAFETY IMPROV PROGRAM	$1,064,323.00	$10,000.00	$1,054,323.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,064,323.00
	248	MEASURE W	$153,233.00	$0.00	$153,233.00	$0.00	$0.00	$596,767.00	$0.00	$0.00		$750,000.00
	281	ATP CYCLE 4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	362	CDBG	$990,603.00	$0.00	$990,603.00	$250,000.00	$0.00	$650,000.00	$650,000.00	$650,000.00		$3,840,603.00
	363	ARPA	$47,580.64	$18,021.53	$29,559.11	$0.00	$0.00	$0.00	$0.00	$0.00		$47,580.64
	379	MTA MONTEREY PASS BIKE GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	387	PER CAPITA 68 GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	401	WATER	$1,673,253.40	$0.00	$1,743,253.40	$2,145,922.00	$1,100,000.00	$26,582,600.00	$8,200,000.00	$5,770,000.00		$46,049,775.40
	402	WATER TREATMENT	$0.00	$3,734.00	-$3,734.00	$0.00	$0.00	$105,541.00	$0.00	$0.00		$105,541.00
	403	WATER TREATMENT	$2,794,149.42	$617,459.69	$2,176,689.73	$0.00	$0.00	$4,042,851.00	$0.00	$0.00		$6,837,000.42
	408	WATER REVENUE BONDS	$5,073,900.00	$28,413.80	$5,045,486.20	$14,441,690.00	$0.00	$0.00	$0.00	$0.00		$19,515,590.00
	409	WATER - DIF	$600,000.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$600,000.00
	411	SEWER	$3,630,000.00	$0.00	$3,630,000.00	$3,000,000.00	$0.00	$4,852,899.00	$1,800,000.00	$1,800,000.00		$16,882,899.00
	419	SEWER - DIF	$24,457.00	$1,182.00	$23,275.00	$0.00	$0.00	$46,720.00	$0.00	$0.00		$71,177.00
	501	SHOP	$570,000.00	$0.00	$570,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$570,000.00
	502	TECHNOLOGY	$615,208.89	$270,377.50	$344,831.39	$0.00	$0.00	$0.00	$0.00	$0.00		$615,208.89
	601	STREET BONDS	$10,786,310.21	$10,683,866.58	$102,443.63	$13,691.00	$0.00	$7,726,595.79	$0.00	$0.00		$18,526,597.00
	621	SALES TAX BONDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	GRANT	GRANTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
		TOTAL ALL FUNDS	**$47,811,890.37**	**$15,479,030.79**	**$39,743,226.58**	**$24,533,060.00**	**$1,100,000.00**	**$67,503,580.73**	**$16,575,610.00**	**$11,991,000.00**	**$0.00**	**$177,297,141.10**
			$47,811,890.37	$15,479,030.79	$39,743,226.58	$24,533,060.00	$1,100,000.00	$67,503,580.73	$16,575,610.00	$11,991,000.00		$177,797,141.10

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: New Business - 5A

TO:	The Honorable Mayor and City Council
FROM:	Diana Garcia, Assistant City Manager Jessica Serrano, Community Development Director
SUBJECT:	Consideration and possible action to adopt an urgency ordinance implementing interim development regulations for Saturn Park upon a four-fifths vote

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting an Urgency Ordinance upon 4/5 vote pursuant to Government Code § 65858 establishing a moratorium on new development within Saturn Park for 45 days; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On June 5, 2024, the City Council directed that the City Manager and City Attorney prepare a draft moratorium governing Saturn Park for consideration on the June 18th meeting agenda. If adopted, the draft urgency ordinance would prohibit new permits being issued for development within Saturn Park for at least 45 days. This would allow the SPARC to receive public input regarding recommended land uses as part of the drafting of a Saturn Park Specific Plan ("SPSP") implementing the 2020 Land Use Element adopted by voters via Measure JJ. The moratorium may be extended up to a total of two years.

CEQA REVIEW:

Adopting the Urgency Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it 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 Urgency Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adoption of the Urgency 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. This Ordinance does not authorize any new development entitlements, but simply establishes

policies and procedures for allowing the previously approved project to be constructed. Any proposed project that will utilize the changes set forth in this Ordinance will be subject to CEQA review as part of the entitlement review of the project. The Ordinance will not adversely impact the environment and is therefore exempt from the provisions of CEQA.

BACKGROUND:

The City Council asked that this matter be placed on the agenda for consideration pending the SPARC's efforts to solicit public input for drafting the SPSP. It is anticipated that the SPARC will wrap up its efforts in August or September 2024. Consequently, should the City Council adopt this urgency ordinance, it may need to consider extending a moratorium following a noticed public hearing before August 2, 2024.

As noted in the draft urgency ordinance, a review of existing zoning for Saturn Park shows that it is inconsistent with Measure JJ that voters approved in 2020. Measure JJ adopted the Land Use Element to the Monterey Park General Plan (the "2020 LUE").

The 2020 LUE designates land uses in Saturn Park as "Innovation/Technology." A description of those land uses are included as an exhibit to this staff report. Measure JJ specifically authorizes the City Council to adopt zoning regulations needed to implement this land use designation.

One of the complementary land uses contemplated by the Planning Commission and the City Council for Saturn Park is a residential component. It is anticipated that the SPARC will consider the feasibility of this land use as it considers public input regarding the SPSP. Residential use is desirable as it would help facilitate the City's adherence to its Certified Housing Element; reflects the California Legislature's ongoing efforts to increase housing opportunities; and implements the overall goal of the 2020 LUE as to providing flexible zoning to improve the City's livability.

The need for a moratorium is underscored by interest from private property owners within Saturn Park who already filed applications with the City seeking approvals via Chapter 21.14 of the Monterey Park Municipal Code ("MPMC"). This Chapter was added by voters in 1998 but is now inconsistent with the Monterey Park General Plan, i.e., the 2020 LUE. For land use regulations to be legal, California law (Government Code § 65860) requires that there be consistency between the General Plan and the City's zoning. Voter enacted regulations cannot overcome this requirement.[1]

Adopting a moratorium will provide the SPARC an opportunity to give the City Council an informed recommendation regarding the SPSP. If adopted by a 4/5 vote of the City Council, the urgency ordinance would impose a temporary moratorium on issuing permits for land use entitlements within Saturn Park. The temporary moratorium would expire on August 2, 2024 unless extended before that time.

[1] *See, e.g.*, *Lesher Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531.

FISCAL IMPACT:
There are no identifiable fiscal impacts with adopting the draft urgency ordinance.

Respectfully submitted by:

Diana Garcia,
Assistant City Manager

Jessica Serrano,
Community Development Director

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachment(s)
1. Draft Urgency Ordinance
2. 2020 LUE – Innovation/Technology Land Use

ATTACHMENT 1
Draft Urgency Ordinance

ORDINANCE NO. _____

AN INTERIM ORDINANCE PROHIBITING PERMITS FOR LAND USE ENTITLEMENTS WITHIN THE MCCASLIN BUSINESS PARK TO CONSIDER ADOPTING A SATURN PARK SPECIFIC PLAN IN ACCORDANCE WITH THE LAND USE ELEMENT OF THE GENERAL PLAN

The City Council for the City of Monterey Park does ordain as follows:

SECTION 1: This Ordinance is adopted pursuant to Government Code §§ 36937, 65858, and other applicable laws.

SECTION 2: *Findings.* The City Council finds, determines and declares as follows:

A. The City may adopt and enforce all laws and regulations not in conflict with the general laws and the City holds all rights and powers established by California law.

B. On June 17, 2020, the City Council approved the Land Use Element to the Monterey Park General Plan (the "2020 LUE"). Thereafter, the 2020 LUE was placed onto the November 3, 2020 ballot as Measure JJ. Following voter approval on November 3, 2020, the 2020 LUE (via Ordinance No. 2198) became effective on December 2, 2020.

C. Section 3(A) of Ordinance No. 2198 authorizes the City Council to implement the 2020 LUE by, among other things, adopting zoning regulations. Section 4 of Ordinance No. 2198 provides that Measure JJ must be interpreted to be consistent with all applicable law; Section 6 of Ordinance No. 2198 provides that Measure JJ must be broadly construed to achieve the voter's intent in approving Measure JJ.

D. Monterey Park Municipal Code ("MPMC") Chapter 21.14 was added by Measure D on April 14, 1998 (via Ordinance No. 1933). Measure D provided zoning regulations for the area identified as McCaslin Business Park.

E. The Land Use Policy Map (Figure LU-3 to the 2020 LUE) renamed this area as "Saturn Park" with a designated land use of "Innovation/Technology." Goal 25 of the 2020 LUE directs the City Council to revitalize Saturn Park as a destination business park for high-quality service industry, research and development, and

emerging industry jobs. This directive is further refined via Policy Nos. 25.1 to 25.3.

F. The 2020 LUE also provides that the City Council should ensure flexible zoning regulations; support local businesses; maintain a proactive economic development program; and invest in commercial corridors (Policy Nos. 1.1 to 1.4).

G. The City's Housing Element reflects the City's desire to encourage construction of housing that is attainable for households of all income levels. Among other things, the City Council determined that the City should take proactive actions to increase the availability of dwelling units on underutilized properties (*see*, *e.g.*, Section 5(C) of Resolution No. 2022-R90, adopted November 16, 2022).

H. It is anticipated that the Saturn Park Advisory Review Committee ("SPARC") will consider incorporating a residential component into the SPSP to help enhance the Innovation/Technology land use designation by the 2020 LUE. Among other things, this would:

1. Allow employees to live near their workplace, reducing vehicle trips.

2. Allow companies to offer subsidized housing as an employee benefit and amenity to attract talent.

3. Facilitate a live-work-play environment where residential, office, and recreational spaces coexist.

4. Foster closer social connections and a sense of community among employees who can interact more freely outside of work.

5. Align with the post-pandemic shift towards more flexible and hybrid workplace models.

I. Such efforts are reflected in "real world" developments such as the West Edge in Los Angeles (https://westedgela.com).

J. Additionally, the California Legislature is seeking various methods for promoting housing such as AB 1532 (Haney, 2023) which, were it approved, would allow office conversion projects by right within all zones. While this "Office to Housing Conversion Act" failed to advance within the Legislature, it represents the latest legislative path taken by the Legislature to encourage more housing within

local jurisdictions.

K. A review of the 2020 LUE, the Certified Housing Element (March 30, 2023), and MPMC Chapter 21.14 shows that the existing zoning regulations are inconsistent with the voters' vision for Saturn Park; the zoning regulations must be reconciled with the most recent voter directives in Measure JJ, the California Legislature's directives (as reflected in the City's Certified Housing Element), and California law.

L. In April 2024, the Planning Commission considered conceptual renderings and land uses for Saturn Park during two meetings. Thereafter, on May 22, 2024, the City Council created the SPARC to receive and implement community input for drafting a Saturn Park Specific Plan ("SPSP").

M. On May 23, 2024, representatives from 1980 Saturn met with the Mayor, City Manager, City Attorney, Assistant City Manager, and Community Development Director to plan for a data center at that location – which is a permissible use pursuant to MPMC Chapter 21.14 but inconsistent with the 2020 LUE land use designation for Saturn Park. Additionally, on January 11, 2024, the City's Community Development Department received applications for a conditional use permit and design review for a data center proposed at 1977 Saturn Street.

N. As set forth in the City Council staff report dated June 5, 2024, it is anticipated that the SPARC would conclude its meetings in August or September of 2024 and provide the City Council with its recommendations regarding the SPSP at that time. The SPSP would implement the 2020 LUE as to Goal 25 and the Innovation/Technology land use designation.

O. Without the enactment of this Ordinance, the voter's vision for revitalizing Saturn Park via Measure JJ and the 2020 LUE would be thwarted: pending applications for land uses currently allowed by MPMC Chapter 21.14, if approved, would lock in certain types of land uses for the foreseeable future.

P. The City Council determines that the MPMC requires updating to protect the public against health, safety, and welfare dangers caused by multiple applicants relying upon outdated land use regulations. The City needs additional time to prepare, evaluate and adopt reasonable regulations to implement the voter's direction in Measure JJ and to ensure such regulations are applied in a nondiscriminatory manner.

Q. To prevent frustration of these studies and the implementation of new regulations, the public interest, health, safety, and welfare require enactment of this Ordinance. The absence of this Ordinance would impair the orderly and effective implementation of contemplated MPMC amendments, and any further authorization of these uses within the City during the period of the moratorium may conflict with or frustrate the contemplated updates and revisions of the MPMC.

R. Based on the foregoing, the City finds that that this Ordinance is necessary in order to protect the City from the potential effects and impacts of outdated land uses and the accompanying impacts from traffic and commerce on City streets, impacts on parking availability in the business areas of the City, the aesthetic impacts to the City, and other similar or related effects on property values and the quality of life in the City's neighborhoods.

S. The City Council further finds that this moratorium is a matter of local and City-wide importance and is not directed towards any business that currently seeks to utilize MPMC Chapter 21.14.

T. The City Council finds that this Ordinance is authorized by the City's police powers. The City Council further finds that the length of the moratorium imposed by this Ordinance will not in any way deprive any person of rights granted by state or federal laws, because the moratorium is short in duration and essential to protect the public health, safety and welfare.

SECTION 3: *Environmental Assessment.* Adoption of this Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it 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. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adoption of this 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. This Ordinance does not authorize any new development entitlements, but simply establishes policies and procedures for allowing the previously approved project to be constructed. Any proposed project that will utilize the changes set forth in this Ordinance will be subject to CEQA review as part of the entitlement review of the project. The Ordinance will not adversely impact the environment and is therefore exempt from the provisions of CEQA.

SECTION 4: *Interim regulations.* The following provisions are adopted as interim requirements for issuing permits pursuant to the MPMC for land uses within Saturn Park, and any construction or operation in the City in conflict with these provisions is expressly prohibited:

A. Restricted Activities. For a period of 45 days after adoption of this Ordinance, the City will not issue a permit or land use entitlement to any person for constructing, placing, or operating within the McCaslin Business Park, i.e., Saturn Park utilizing MPMC Chapter 21.14. The City Manager, or designee, must review any application for a permit or land use entitlement to determine compliance with the provisions of this Ordinance. City employees, and City boards and commissions, are directed to refrain from accepting, processing, or approving any application for any land use entitlement, including, without limitation, use permits, variances, building permits, licenses and certificates of occupancy, necessary for constructing, placing, or operating within the Saturn Park area, and to refrain from processing and issuing approvals for any land use entitlement for any pending applications already received. These restrictions do not apply to construction projects with active building permits and any emergency repairs or replacement of an element of a building, structure, utility system, or equipment that is essential to protect the public health, safety and welfare. These prohibitions will remain effective for 45 days following adoption of this Ordinance.

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

SECTION 6: *Enforceability*. Repeal 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 7: *Validity of Previous Code Sections*. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 8: *Severability*. If any part of this Ordinance or its application is

deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: *Publication.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: *Report*. Pursuant to Government Code § 65858, the City Manager, or designee, must prepare a report for City Council consideration describing the measures taken to address the conditions which led to adoption of this Ordinance. This report must be provided to the City Council so that it may be considered and issued not later than 10 days before this Ordinance expires.

SECTION 11: *Effective Date.* This Ordinance will become effective immediately upon adoption pursuant to Government Code §§ 36937 and 65858 for the immediate preservation of the public peace, health, safety, and welfare. Pursuant to those statutes this Ordinance is adopted by a four-fifths vote.

SECTION 12: *Expiration Date*. After adoption, this Ordinance will be repealed by operation of law on August 2, 2024, unless a subsequent ordinance is adopted by the City Council that extends this date.

PASSED AND ADOPTED this ____ day of _____, 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
2020 LUE – Innovation/Technology Land Use

INNOVATION/ TECHNOLOGY USES



INTENSITIES

MONTEREY PASS
FAR: 0.65
HEIGHT (FT.): 35

SATURN PARK
FAR: 0.60
HEIGHT (FT.): 40

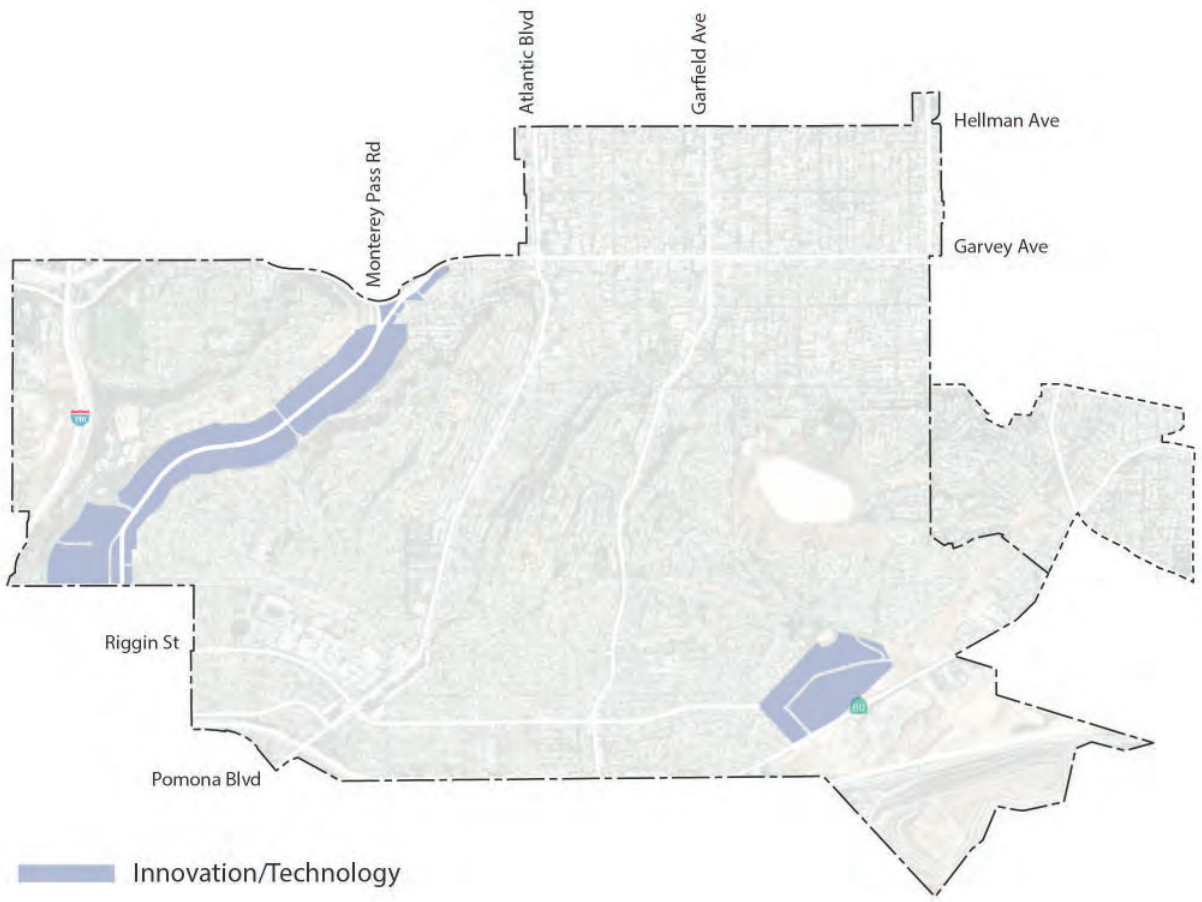
CORPORATE PLACE
FAR: 1.00
HEIGHT (FT.): 50

A list of all land use designated **DENSITIES & INTENSITIES** is provided in Table LU-1.









Technology will continue to evolve rapidly, changing how people work and do business. The City aims to accommodate and encourage new businesses that promote innovation and advances in technology, creating places for high-skilled and knowledge workers. The Monterey Pass Road corridor and Saturn Park district (on Saturn Street) provide prime properties, easy access to arterial roadways and freeways, and locations near housing perfect for new, clean technology, and creative industries.

The Monterey Pass Road corridor and Saturn Park district historically have been areas where a range of industrial businesses—including intensive manufacturing operations—have thrived. However, in Saturn Park, uses transitioned in the latter 1990s to lighter industrial and office enterprises in response to public concerns about the proximity of heavy industrial uses to residential neighborhoods. Along Monterey Pass Road, warehousing, trucking, and auto repair uses increased because of the distance from neighborhoods and relatively easy freeway access. While these uses have provided service-oriented jobs, the City is interested in attracting industries that offer higher-paying jobs and attract people of diverse interests, incomes, and talents who wish to both live and work in Monterey Park.

Properties along Monterey Pass Road and south of Davidson Drive between Monterey Pass Road and Corporate Center Drive have interesting and unique industrial buildings that can be retrofitted for creative office, research and development, and even commercial space such as breweries. The City's goal is to phase out trucking-intensive uses in favor of more environmentally sensitive businesses. Also, the City aims to improve the physical appearance of the corridor with increased landscaping, improved signage, identity lighting, and other public realm interventions. Finally, to provide for better interaction among land uses along the corridor, the City will provide better accommodations for pedestrians and cyclists and control cut-through traffic, as described in the Mobility Element.

Saturn Park will continue to function as a business park, focused on office-type and research and development uses, with supportive commercial businesses. Private reinvestment in properties will be encouraged through higher development intensity allowances. In turn, the City will require greater attention to landscaping, creative site design, and building quality.



GOAL 25 Saturn Park as a destination business park for high-quality service industry, research and development, and emerging industry jobs

Policy 25.1 **Zoning.** Ensure that zoning regulations applicable to Saturn Park permit the range of uses necessary to achieve land use goals, including prohibition on uses involving the storage and use of hazardous materials having a Class 4 ranking (UFC Standard 79-3 or succeeding ranking). Prohibit uses that conflict with the goals.

Policy 25.2 **Market.** Market the Saturn Park district as a premier location in the San Gabriel Valley for emerging technology businesses.

Policy 25.3 **Identity.** Create a distinct physical identity for the Saturn Park district.

City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: New Business - 5B

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Spirit Bus – Fixed Route Transit Service

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Fifth Amendment to Agreement No. 1636-A with First Transit, Inc., in a form approved by the City Attorney, for fixed route transit service in an amount not to exceed $1,939,270. The Amendment extends the term for six months, from July 1, 2024 to December 31, 2024, with the option for a month-to-month term until June 30, 2025;
2. Appropriating $907,000 in Proposition A and C Local Return Funds from fiscal year 2023-2024 to continue to operate regular service hours in the current fiscal year;
3. Authorizing the City Manager to execute a Second Amendment to Agreement No 2294 with Arcadis-IBI Group Consultants, in a form approved by the City Attorney, for an additional amount not to exceed $24,665 . The Amendment extends the term through June 30, 2025.
4. Providing direction on service improvement strategies; and
5. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park operates a fixed-route transit service, Spirit Bus, by contract with First Transit, Inc. Since its return to service in July 2022 following a suspension for the Covid-19 pandemic, the City has been working with Arcadis-IBI Group Consultants on evaluating the system's efficiency and identifying areas of improvement. Through additional data collection, staff has been able to compare ridership trends pre- and post-pandemic and has a better understanding of the use of the system and its cost effectiveness. It is recommended that City Council authorize the Fifth Amendment to Agreement 1636-A with First Transit, Inc. to extend services to operate Spirit Bus for six months in an amount not to exceed $1,032,270. The current Agreement will terminate on June 30, 2024 and the Amendment will extend the term to December 31, 2024. It is further recommended to add an option for a month-to-month term until June 30, 2025. An extension of services with the current contractor will allow the City to develop a new service program that would be incorporated into the RFP for the new contract for transit/mobility services.

BACKGROUND:
The Spirit Bus service operates five local routes and the LINK shuttle service on weekdays from 6:30 am to approximately 6:30 pm. Routes 1 to 4 are loop alignments that link various residential neighborhoods (Brightwood, Highlands, Garvey Ranch) to commercial areas. Route 5 provides service between Atlantic Square/East Los Angeles College (ELAC) and the Metrolink commuter rail station at Cal State Los Angeles (CSULA). The Link operates as a shuttle service between the LA Corporate Center and the CSULA Metrolink Station. Due to the pandemic, service for all routes was suspended in April 2020 and returned with reduced hours in July 2022. As of June 2023, all five routes and the LINK have returned to their regular pre-pandemic schedule (6:30 am to 6:30 pm, Monday to Friday).

System Evaluation

In 2022, the City began working with Arcadis-IBI Group Consultants to evaluate Spirit Bus performance by completing an assessment of existing and future conditions, new technologies, and changing demographics. As part of this study, the City distributed a community and student survey, hosted in-person and virtual workshops, engaged the business community, analyzed service conditions and completed an operational analysis of the bus system. On September 7, 2022, Arcadis-IBI presented an overview and preliminary results of the study to City Council. At the time, the City had limited on/off boarding data for each route. Bus stop boarding and alighting data can identify which segments of bus routes are being used. The City has since implemented the Passio Go app software to collect boarding and alighting data. The app also provides riders with real-time information on when the bus would arrive at a stop to improve service reliability.

To recap the data presented by Arcadis-IBI on September 7, 2022 to the City Council, ridership had been decreasing since 2017.

FY	Revenue Hours	Boardings	Boarding/ Revenue Hour
2017	18,904	299,033	15.8
2018	18,769	260,101	13.9
2019	18,828	232,775	12.4
2020 (July-Apr)	13,738	162,427	11.8
April 2020 to June 2022	No Service		
2023 (reduced service)	9,454	26,210	2.8
2024 (July-April)	13,081	50,861	3.9

During modified/reduced service hours (July 2022 to June 2023), ridership (boarding/revenue hour) decreased by 80% from pre-pandemic levels. Notably, Montebello Bus Lines also saw a dramatic decrease (58%) to pre-pandemic ridership for its route in Monterey Park. More recent data for the Spirit Bus (July 2023 to April 2024),

when service hours returned to pre-pandemic levels, shows that ridership has increased slightly.

Conversely, the Dial-A-Ride service for Monterey Park seniors has seen a return to pre-pandemic ridership levels: 10,312 boardings in fiscal year 2023 compared to 10,572 boardings in fiscal year 2019. This data is encouraging and supports the use of door-to-door/on-demand service to supplement/replace current fixed-route service areas that have low ridership.

Costs for operating the Spirit Bus service have risen substantially due to increases in driver salaries and bus maintenance. Due to a decline in ridership, the cost per boarding has significantly increased for services post-pandemic.

	Vehicle Service Hourly Rate	Cost per Passenger Boarding
2019	$59.31	$4.39
2023	$104.01	$57.82

*Service was suspended April 2020-June 2022

The Spirit Bus System currently consists of heavy-duty 32-foot buses and mid-sized cutaway vehicles. The current fleet includes eight City owned buses and one spare bus provided by First Transit. The large buses are at the end of their useful life and the mid-sized vehicles will need to be replaced in the next two years. The proposed implementation of new service strategies complements the timing of the purchase of replacement vehicles. The City can expect reduced vehicle maintenance costs with the retirement of the heavy-duty buses that may no longer be appropriate given the current ridership levels. Large buses are costly to operate and maintain due to the increased cost for parts ,and service. Additionally, the current buses cause excessive wear and tear on local, residential streets. To aid in further offsetting future transportation costs, City Council may consider supplemental revenue sources such as the use of buses, benches and/or shelters for advertisement purposes.

Service Improvement Strategies

Based on community feedback received through survey research and community engagement and analysis of existing Spirit Bus services, key service design issues have been identified. Such issues include the need to simplify or redesign routes that are presently one-way loops which can result in “out of direction travel.” Also important is addressing connectivity to key trip attractors/generators that did not exist when the Spirit bus routes were first designed in the 1990’s. Ancillary concerns identified include the need for service expansion to additional days of week and earlier/later time of day; increased service frequency; more direct/less transfers; first/last mile access; and enhanced marketing and communications – better information on how to use transportation services. Service improvements that are being considered include: fixed route restructuring that reflect a more linear configuration and better connectivity to major trip

attractors/generators and on-demand service for single-family residential neighborhoods that have low ridership.

Attachment 2 - Conceptual Service Improvement Strategies identifies potential changes to the current 5 routes:

- Route 1: Linear bi-direction route along Atlantic Blvd.
- Route 2: Linear bi-direction route along Garfield Ave.
- Route 3: Eliminate service south of Graves to Garvey Ranch and extend route east to Atlantic Blvd.
- Route 4: Eliminate route and provide coverage to service area through on-demand service
- Route 5: Expand service to connect with Metro E Line Station at Atlantic and Pomona and eliminate service east of Atlantic and Riggin. Provide additional coverage through on-demand service along Riggin Road, including service to the Monterey Park Marketplace Shopping Center.

Dial-a-Ride

In addition to the replacement of Spirit bus vehicles, three Dial-A-Ride vehicles that have reached the end of their useful life are scheduled to be replaced in FY2024. The vehicles due for replacement includes two Priuses and one Dodge minivan. Larger vehicles will be purchased than the current Prius models. The benefit of the Priuses was the ability to maneuver the vehicles into tight parking lots and garages and reduce travel time. However, the drawback was limited storage for groceries for group passenger shopping trips (e.g., Costco, Ralphs). The proposed replacement vehicles will accommodate more passengers as well as cargo. Another improvement to Dial-A-Ride is upgrading its manual dispatch system to a software program that can optimize routes and improve on-time performance. The new paratransit dispatch and scheduling software will allow the current dispatch staffing to more efficiently match customer requests to available slots and increase the total number of passenger trips. These improvements can facilitate the expansion of Dial-A-Ride to service residential areas that will no longer be served by the Spirit Bus service.

Costs

The cost to operate the Spirit But is currently $108.66 per hour. Each of the 5 routes cost the City $325,980 per year (12 hours per day, Monday to Friday).

FY2023 costs for the city's Dial-A-Ride service is $642,775. This budget includes three full-time drivers, dispatcher, administrative overhead, and vehicle operations and

maintenance. With an annual driver salary cost of $58,100 and per vehicle operating cost of $22,000, expanding the Dial-A-Ride program by two drivers is expected to be under $160,200 per year for operating costs only. Based on these figures, there is potential cost savings to reconfigure the Spirit Bus system with the addition of additional Dial-A-Ride service:

Eliminating one Spirit Bus route (#4)	$325,980
Adding two Dial-A-Ride drivers/vehicles	$160,200
Cost savings	$165,780

Recommendation

At this time, staff recommends implementing the proposed service improvement strategies through a pilot program. The pilot would include proposed restructuring of routes, temporary elimination of Route #4, and on-demand transportation services to service areas no longer served by Spirit Bus. To move forward with the proposed pilot program and continue transit operations, it is recommended that the City amends its agreement with First Transit to continue operating the fixed-route transit system for six months - extending the term of the Agreement from June 30, 2024 to December 31, 2024. An extension of services with the current contractor will allow the City to develop service improvement strategies and conduct a pilot run of the proposed service(s). The Request for Proposal (RFP) for a new contract will reflect the approved changes.

The total cost for First Transit's Fifth Amendment is $1,939,270. A portion of this cost is to cover regular service hours for the remaining of fiscal year 2023-2024. The Fourth Amendment with First Transit was based on reduced service hours when service first resumed after the pandemic. Subsequently, the City decided to return to the normal schedule as of July 1, 2023. The additional cost to operate regular service hours until June 30, 2024 is $907,000. For the new fiscal year, 2024 to 2025, the cost to operate the normal schedule is $1,032,270 for the first six months. The Amendment provides an option to continue service on a month to month basis until the end of the fiscal year (June 30, 2025).

Staff also recommends an amendment to the agreement with Arcadis-IBI Group Consultants to extend the term of the agreement and increase the project budget by an additional $24,665. Due to the additional data collection and analysis of services, the consultant's services has extended longer than originally anticipated. By amending the contract, the City would be able to continue to work with Arcadis-IBI to develop service recommendations and complete the RFP process for a new contract.

2023-2024 STRATEGIC PLAN GOAL:

The extension of the Spirit Bus Agreement with First Transit meets the City's goal of **Sustainability**. This will ensure that public transportation services are provided to the community without disruption while the City develops and implements service improvements.

FISCAL IMPACT:

The City's Spirit Bus service is funded by Proposition A and Proposition C funds. The cost for the Fifth Amendment to Agreement 1636-A with First Transit, Inc is $1,939,270. A portion of this cost - $907,000 - will need to be allocated from current year - fiscal year 2023 to 2024 - Proposition A and Proposition C Funds ($453,500 each). The remainder - $1,032,270 ($516,135 Proposition A and $516,135 Proposition C) - will be budgeted as part of the fiscal year 2024-25 budget cycle. The cost for the Second Amendment to Agreement No 2294 with Arcadis-IBI Group Consultants is $24,665. There are sufficient funds in the fiscal year 2024-25 budget for the proposed amendment.

Respectfully submitted by:

Shawn Igoe
Department Director

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Ephraim S. Margolin
Deputy City Attorney

ATTACHMENT(S):

1. First Transit Proposal
2. Spirit Bus Conceptual Service Improvement Strategies
3. Arcadis-IBI Group Consultant Proposal

ATTACHMENT 1
First Transit Proposal

HOURLY RATE COMPONENTS	FY 2022 - 2023 YEAR 1	FY 2023 - 2024 YEAR 2	FY 2024 - 2025 YEAR 3
1. Operating Costs -Operator Labor	328,360.34	305,372.98	657,083.97
Supv/Dispatcher Wages	96,706.40	99,752.65	185,322.36
Fringe	147,472.99	147,662.85	273,609.01
Fuel	-	-	-
2. Maintenance Costs	222,833.01	233,107.25	435,719.96
3. Administrative Costs	113,193.44	114,909.67	210,488.95
4. Maintenance/Operating Facilities	19,104.00	19,772.64	36,763.80
5. Insurance	64,784.67	65,677.82	123,691.10
6. City and Other Fees/Taxes	1,682.00	1,740.87	3,175.17
7. Capital Costs - Revenue Vehicles	-	-	-
Support Vehicle	7,702.57	8,156.85	14,751.38
Technology - DriveCam,Geotab	9,512.13	9,023.64	16,710.88
Shop Equipment	-	-	-
Office	2,413.33	2,413.33	3,993.14
8. Start-Up Costs	16,709.86	16,709.86	-
9. Profit	42,936.45	53,910.55	103,226.83
10. Other Costs	-	-	-
11. Total Costs (Sum of Lines 1-10)	1,073,411.19	1,078,210.96	2,064,536.55
12. Vehicle Revenue Hours	10,320	10,320	19,000
13. Hourly Rate (Line 11 divided by Line 12)	104.01	104.48	108.66

ATTACHMENT 2
Spirit Bus Conceptual Service Improvement Strategies

City of Monterey Park

Development of *Spirit Bus* - Conceptual Service Improvement Strategies

- Important step in the Covid-19 recovery phase
- Target to:
  - Provide better transit services
  - Grow ridership base
  - Respond to changing customer expectations & demand)
  - Identify financially sustainable changes (with existing resources)
- Identify specific service modifications over next 3-5 years

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- Initial Sprint Bus service evaluation – completed in June 2022 based on pre-Covid ridership data (2019)
- Service suspended in April 2020
- Recap: ridership had been decreasing since 2017.

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- Modified service hours (July 2022 to June 2023), ridership (boarding/revenue hour) decreased by 80% from pre-pandemic levels. (Of note: Montebello Bus Lines also saw a dramatic decrease (58%) to pre-pandemic ridership for its route in Monterey Park.)
- Spirit Bus operating costs have risen substantially due to increases in driver salaries and bus maintenance.
  - Cost per Vehicle Service Hour: July 2019: $59.31. Post pandemic commencing July 1, 2022, the rate increased to $104.01, a 75% increase.
  - With declining ridership, the total cost per boarding in 2019 was an average of $4.39 while the total cost per boarding for 2023 increased to $57.82.

Conversely, the Dial-A-Ride service for Monterey Park seniors has seen a return to pre-pandemic ridership levels: 10,312 boardings in fiscal year 2023 compared to 10,572 boardings in fiscal year 2019. This data is encouraging and supports the use of door-to-door/on-demand service to supplement/replace current fixed-route service in areas that have low ridership.

The development of Spirit Bus *conceptual service improvement strategies* has been informed by past and present service evaluations (including Spirit Bus ridership/boardings by route segments - presented in Exhibit 1); operational and financial performance; and robust community engagement and survey research endeavors.

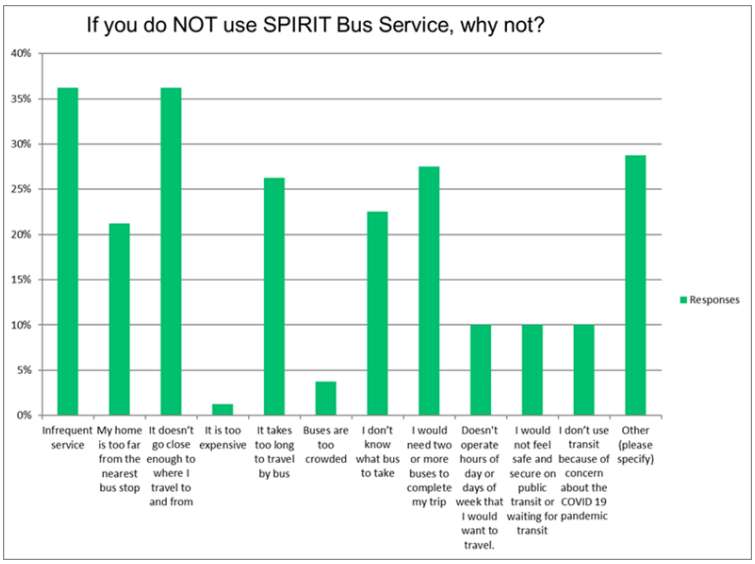
The following presents a summary of: *What Had We Heard*; key *Design Issues*; *Conceptual Service Improvement Strategies*, and a commentary on *Fiscal Impact*.

What Had We Heard

Key takeaways from the community engagement and survey research endeavors are:

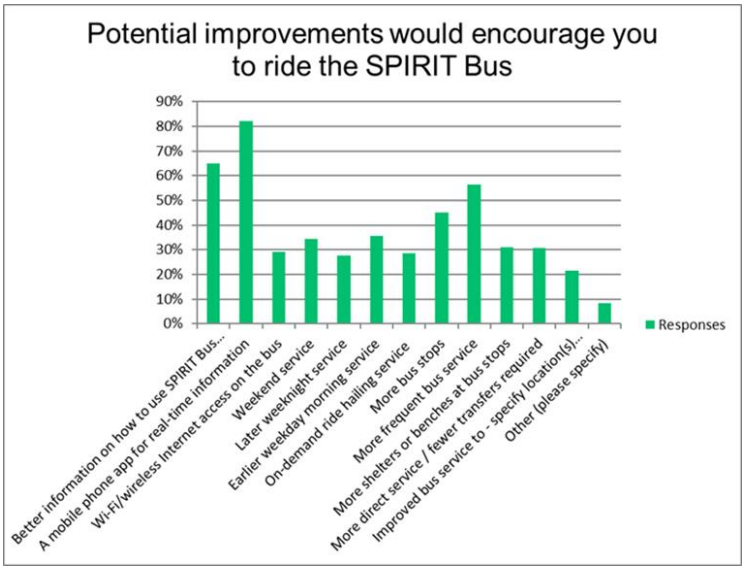
Why People are NOT Using Spirit Bus:

- Infrequent service
- Not close enough (home or destination)
- Need to transfer
- Takes too long
- Don't know what bus to take



Type of Improvements:

- Better information
- Mobile phone app - real-time info.
- Weekend service
- Earlier morning service
- On-demand ride hailing service
- More frequent bus service
- More direct service / fewer transfers required



Design Issues

1. Routes 1-4 are designed primarily to connect residential neighborhoods to Downtown Monterey Park.
    - Impedes productivity by discouraging two-way passenger traffic across the service day. Limited demand for AM travel away from Downtown and PM travel toward Downtown.
    - Excessive circuity in Downtown area alignments.

2. Need to simplify or redesign Routes 1 and 2 presently operating one-way loops in opposite directions on similar alignments to create bi-directional service to customers.
    - Confusing to customers because the routes are not the same and so travel times are not the same in opposite directions.
    - Route 2 loop through the Monterey Highlands is a significant inconvenience to most customers using the route.
3. Route 4 should be modified to address Metro's discontinuation of Route 258 service on Monterey Pass Road.
4. Only Route 5 connects directly to the CSULA Metrolink and Metro J (Silver) Line stations.

- Most residents (except Riggin Street) need a two-seat bus ride (*i.e.*, transfer between Spirit routes) to travel from residence to the stations.

5. Spirit's main transfer point at City Hall for Routes 1-4 is not served by regional bus lines.
    - Discourages transfers between Spirit and Metro/MBL buses.
    - Location adds travel time for transferring customers.
6. Spirit does not connect directly to the E (Gold) Line terminal station on 3rd Street west of Atlantic Boulevard.
7. Service to McCaslin Business Park is limited to one morning and one afternoon trip on the Route 5 timetable.
    - Currently designed to shuttle reverse commuters to and from the CSULA Metrolink and Metro J Line stations.
8. Currently no Spirit Bus service to Marketplace Shopping Center (Costco, Home Depot, restaurants) – an emerging destination.

Conceptual Service Improvement Strategies

Based on the design issues noted above, the technical team presents potential service improvement concepts for discussion and possible further evaluation (illustrated in Exhibit 2).

Improvement concepts – *A Way Forward*, include:

- Consideration of route restructuring to reflect a more linear configuration and connectivity to major trip attractors/generators.
- Convert service to on-demand/microtransit delivery framework with consideration of:
    - Select service areas
    - Select times of day/days of week
    - Integrated with Dial-A-Ride
    - Discussions with LA Metro (possible expansion of Micro service)

These modifications were further informed by the following:

- Review of pre-pandemic ridership data and a comparison to ridership data gathered since all 5 Spirit Bus routes resumed service in July 2023.
- Review of service cost increases and ridership/revenue decreases
- Community outreach and feedback gathered in 2022.

Presented for discussion, conceptual service improvement strategies are listed by route below.

Route 1

Ridership is down along the downtown segment from 75-100 riders per day pre-pandemic to about 50 riders per day in October 2023. This is still one of the higher ridership segments. Other segments have recovered to pre-pandemic ranges but with lower ridership. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Atlantic.

- Restructure service routing to accommodate bi-directional travel.

Route 2

Ridership along the Atlantic Boulevard, Downtown, and Garfield segments represent only 24-40% of pre-pandemic ridership numbers. Ridership along the Hillside and Riggin St. segments has recovered but remains low at 13-18 passengers per day on average. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Garfield.

- Restructure service routing to accommodate bi-directional travel.
- Eliminate residential loop north of Floral Drive to improve travel times and reduce circuity.

Route 3

Route 3 ridership has returned to within pre-pandemic ranges along all segments and carries 83 passengers per day in the downtown core as of October 2023. However, the reservoir loop impedes two-way passenger travel and is the lowest ridership along the route at 35 passengers per day.

- Eliminate of fixed-route service south of Graves Avenue.
- Redirect current route to travel north on Alhambra Avenue from Graves Avenue to provide new service to relatively dense residential neighborhoods and increase service frequency.
- Provide on-demand ride hail service within a defined zone south of Graves Avenue to provide more flexible travel options to existing passengers.
- Potentially extend existing route farther east to Atlantic Avenue in combination with service changes proposed for Route 4 (below).

Route 4

No segment along Route 4 is generating more than 57% of ridership compared to pre-pandemic. Monterey Pass and Corporate Center segments are getting less than 5 passengers per day. Downtown loop is duplicated by other routes.

- Eliminate existing fixed route transit service.
- Provide on-demand ride hail service within a defined zone along Monterey Pass Road and in the residential neighborhoods to the north that are currently served by Route 4.
- Provide connectivity through on-demand service to CSULA Metrolink and Metro J (Silver) Line stations.

Route 5

Data by stop is limited due to unresolved issues with onboard technology. Overall data by route shows an average of 21 passengers per day along the whole route in October 2023. Ridership along E Riggin St. and McCaslin Business Park segments was low in 2019 and is now likely lower. Route 5 does provide a key connection to CSULA Metrolink Station and could be altered to serve ELAC transit center and Metro E Line.

- Eliminate existing fixed route transit service east of Atlantic and Riggin that currently operates for only two daily trips.
- Expand service to connect with Metro E Line Atlantic Station/Kaiser Permanente East Los Angeles Medical Offices.

- Expand existing Monterey Park Dial-a-Ride service to allow trips within a defined service area along Riggin Road and providing connectivity to the southeastern corner of the city, including service to the Monterey Park Marketplace Shopping Center.

These modifications are designed to improve service by replacing poorly performing, infrequent, and circuitous routes with more flexible service that still meets the needs of residents that live in areas that are not well suited to fixed route transit. It would also provide a new connection for residents to regional transit and to an important commercial destination and improve service frequency for Route 3 while adding service through a relatively densely populated neighborhood.

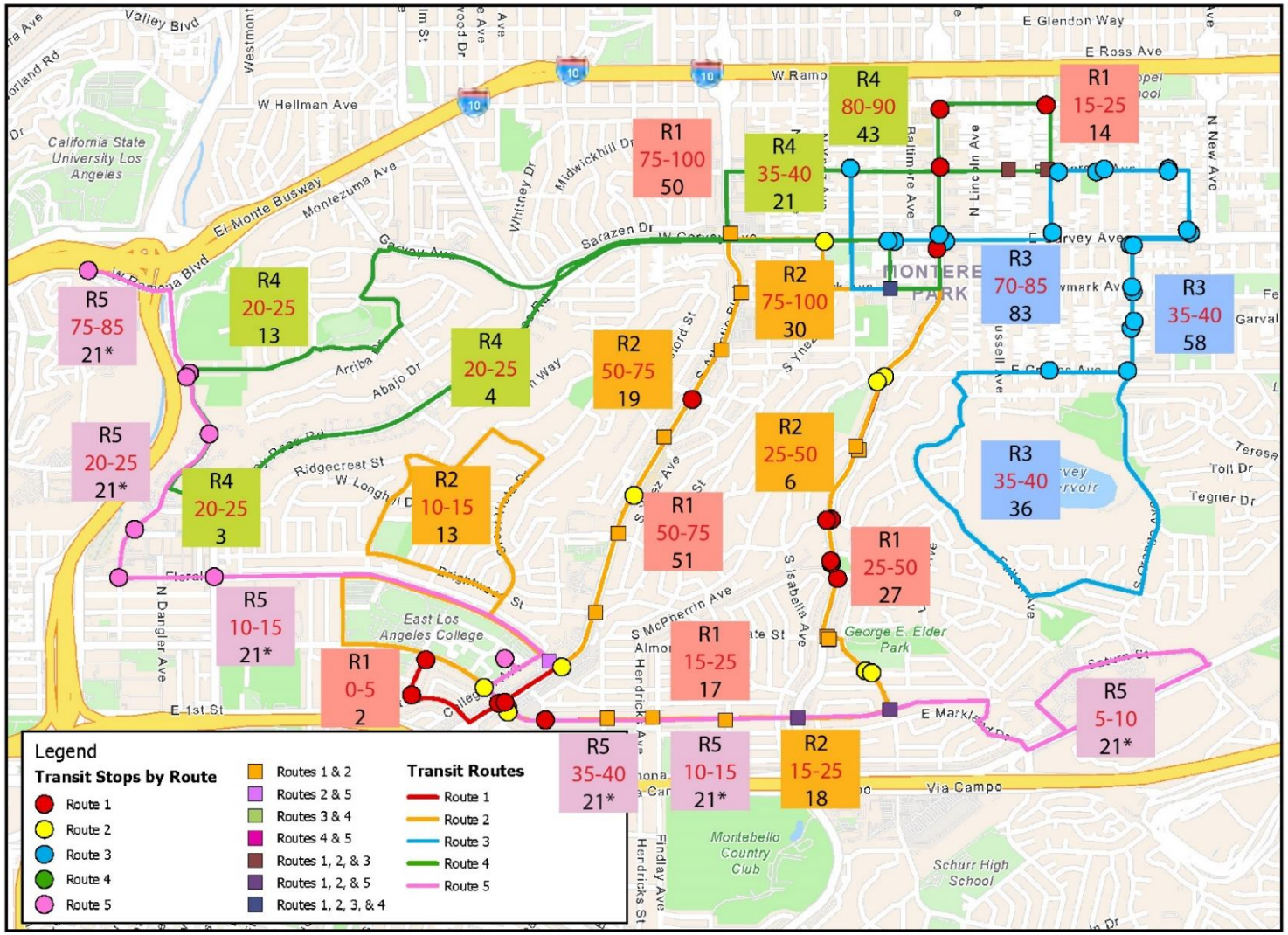
Fiscal Impact

As previously mentioned, the conceptual service improvement strategies contained herein are presented for discussion and possible further evaluation.

If an appetite to advance the further evaluation of Spirit Bus service improvement strategies, it is anticipated that alternate service delivery scenarios including levels of service for route restructuring (including schedules, frequency, and span of service) and the deployment of on-demand services will be commensurate with available fiscal resources.

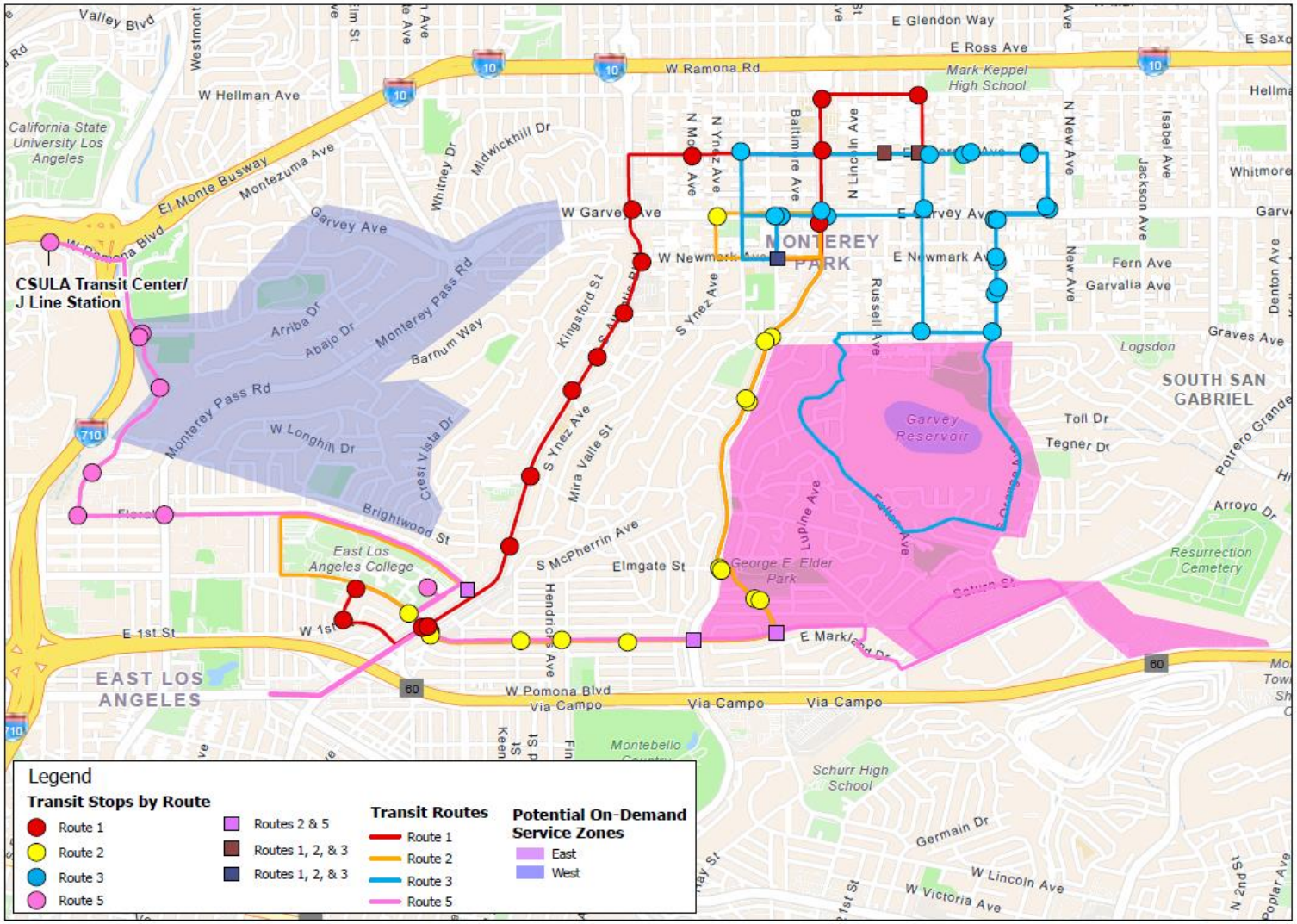
For example, if the Route 4 were discontinued, the approximate $320k for this current route operations could be reallocated to on-demand services.

Exhibit 1: Spirit Bus Boardings by Route Segment – 2019 & 2023



Spirit Bus - Boardings by Route Segment 2019 & 2023

Exhibit 2: Conceptual Service Improvement Strategies



Conceptual Service Improvement Strategies

ATTACHMENT 3
Arcadis-IBI Group Consultant Proposal

Spirit Bus Service Improvement Strategies:
Deployment & RFP Assistance

PROPOSAL

Submitted to the City of Monterey Park
by Arcadis IBI
June 2024

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Attachment 1: Development of Spirit Bus - *Conceptual Service Improvement Strategies*

1 Context

In March 2022 the City entered into a Professional Services Agreement (PSA) with IBI Group[1] to undertake an evaluation of Spirit Bus services (Phase I) and to prepare a Request for Proposals (RFPs) and provide procurement assistance (Phase II) for Spirit bus operations.

In the first quarter of 2024 Arcadis completed a re-evaluation of the Spirit bus service (post-Covid performance) resulting in the development of conceptual service improvement strategies as presented in Attachment 1 (*Development of Spirit Bus - Conceptual Service Improvement Strategies*)

The following provides for a proposal to assist the City in the following (revised) two phases:

- Phase 1: Development of a pilot project for the deployment of Spirit Bus service improvement strategies: and
- Phase II: Preparation of an RFP and on-going procurement assistance (as had been envisioned in the original PSA).

[1] In September 2022 IBI Group was acquired by Arcadis and is currently doing business as *Arcadis, a California Partnership*.

2 Scope of Work

Phase 1: Deployment of Spirit Bus Service Improvement Strategies

Implementing the recommended Spirit Bus improvement strategies (pilot program) requires a structured approach to ensure that the proposed changes or innovations are effectively tested, evaluated, and refined before broader implementation or permanently deployed. The Phase I work plan will include:

1. Refinement of Scope and Objectives

- **Scope**: Clearly define what the pilot project will cover, including geographical areas, target groups, specific services, or processes to be tested.
- **Objectives**: Set clear, specific, and measurable objectives that the pilot project aims to achieve.

2. Refinement of Service Improvement Strategies – fixed route restructuring and introduction of on-demand services

- **Service and Operating Characteristics:** Define level of service – span, frequency, integration with Passio Go app, etc.
- **Future Equipment, Facility, and Infrastructure needs:** A restructured, and more dynamic transit/mobility services may require the necessary infrastructure to support operations and capital improvements. We will identify future equipment, technology, facility, and infrastructure needs.

3. Identify Key Performance Indicators (KPIs)

- **Performance Metrics**: Establish KPIs to measure the success of the pilot project. These metrics could include user satisfaction, operational efficiency, cost-effectiveness, or environmental impact.

4. Develop a Detailed Plan

- **Tasks and Activities**: List all tasks and activities required to implement the pilot.
- **Timeline**: Create a detailed timeline that outlines when each task will be completed.
- **Dependencies**: Identify dependencies between tasks to ensure a logical sequence of activities.

5. Financial Planning - provide a financial road map for implementing identified alternatives and demonstrating their sustainability.

- **Budgeting**: Create a detailed budget for the proposed improvements, including cost estimates for new vehicles, infrastructure upgrades, and technology investments.
- **Funding Sources**: Identify potential funding sources such as government grants, public-private partnerships, and fare revenue adjustments.

6. Marketing and Communication Plan

- **Marketing Plan:** Branding and Messaging – defining how Spirit Bus and on-demand services are to be perceived by the public. Key Messages: Develop core messages that communicate the benefits and features of the transit service improvements.
- **External Communication**: Plan for communication with stakeholders, users, and the public.

7. Implement the Pilot Project: Provide a blueprint for the City's on-going service and program monitoring and evaluation, to address:

- Monitoring and Data Collection
- Evaluation and Reporting
- Review and Decision-Making
- Plan for Scale-Up or Full Implementation

Final Service Deployment/Implementation Report

The deployment/implementation report will provide the following information for each priority service:

- Route structures and service levels (spans and headways) required including schematic route layouts by area.
- Operating characteristics including running time and recovery, revenue hours, vehicle and staffing requirements.
- Supporting facilities and programs required for the service.
- The most appropriate service configuration/operation based on geographic coverage and portraying planned levels of service hours and service miles.

Phase 2: Bid Document/RFP & Procurement Assistance

The following task descriptions reiterate those initially presented in IBI Group's December 2021 proposal.

1. Prepare Bid Document/RFP

This task includes the authoring of the Scope of Work for a transit service operating contract bid document or Request for Proposals (RFP). It is our understanding that the City will provide 'boiler plate' material reflecting common City of Monterey Park procurement requirements.

In addition to Scope of Work, reflecting terms and conditions of fixed-route transit operations, the RFP will also reflect:

i. Compliance with Federal procurement requirements (FTA Circular Compliance).

Complementing the FTA contracting compliance requirements, we will also work with city staff in providing guidance as articulated in FTA's "Best Practices Procurement Manual" (BPPM). The BPPM provides suggested procedures, methods, and examples to advise a recipient how it might conduct its third party procurements in compliance with Federal laws and regulations and FTA Circular 4220.1F guidance. These procedures, methods, and examples are based on the Federal acquisition process, U.S. Comptroller General Decisions, and "Best Practices" of recipients of FTA assistance and others in the industry, and FTA encourages recipients to adopt them as needed.
http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html

ii. Include/validate requirements for data management and reporting including key performance indicators (KPIs), data reporting metrics for NTD reports; etc.

We understand and have reviewed a select number of driver "daily trip sheets" of manually written ridership (by fare type), mileage, etc. that we assume then get transcribed into a database. This functionality could be marginally automated through the use of on-board tablets for (manual) data entry. Further, this capability is standard protocol for most small urban transit systems and is often a capability provided by the contractor. We will discuss the prospect of incorporating this capability in the RFP process.

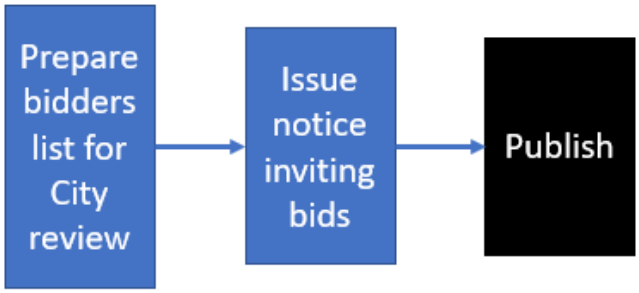
In the absence of incorporating any enhanced technology, we will incorporate language relating to a quality check or standards processes. It may be prudent to have bidders suggest how they will comply, in terms of operational processes. While imperative that the RFP identify KPIs, it is important that the RFP not be too prescriptive in terms of how bidders are to comply.

iii. Include measures for performance monitoring including but not restricted to on-time performance. Again, it is our experience that an RFP process is not too prescriptive in terms "how" a contractor is to meet or comply with functional requirements or a scope of work. A preferred approach may be to give bidders the latitude to propose how they will meet functional requirements. For example, an RFP may specify the requirement to ensure on-time performance, specifics of how a proponent will accomplish this monitoring and recording function may be left to their discretion. It is our experience that few will rely on manually recording on a daily trip sheet.

These three key elements of the core review/ modify the draft RFP task speak to the need to prepare the draft RFP document through a lens of; (a) performance based criteria; and (b) future opportunities to leverage technology to address monitoring functions such as on-time performance (i.e., use of GPS/real-time vehicle tracking info., etc.).

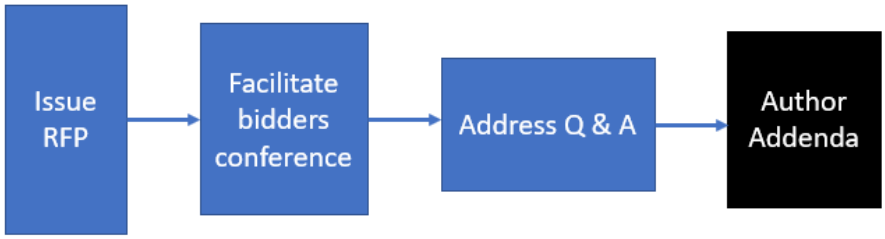
Further, it will be important to discuss the structure and bid requirements specifically regarding price/cost proposals (vs. technical/management proposals) and options for each to be submitted separately (separate envelopes or documents uploaded to bid platform site).

A. RFP Issuance



The initial phase of this task includes:

1. Preparation of a bidders list for City review.
2. Providing the content for the City to issue a notice inviting bids.
3. Providing content and suggested lists, sites, industry publications, etc. for the publication of the invitation to bid.



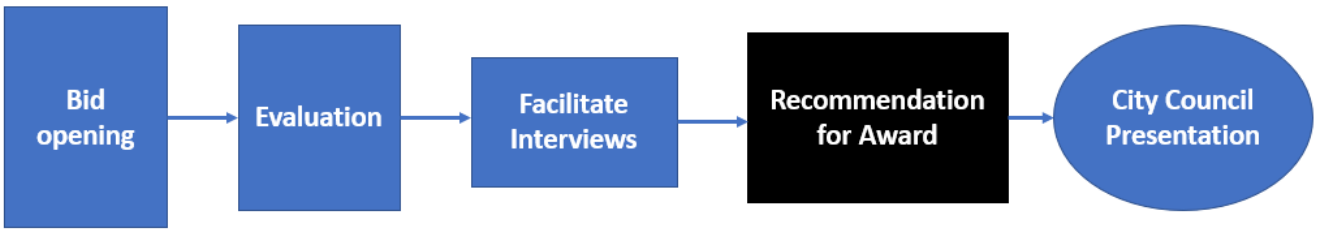
The next phase is that of issuing the RFP document, facilitating bidders conference, address questions and answers and subsequently author any addenda (as required).

Participate in Pre-Bid Meeting: Arcadis will participate in a pre-proposal meeting with prospective bidders and assist the City in presenting information and responding to technical questions. We will be responsible for preparing sign-in sheets, presentation material, and authoring meeting minutes.

Review Pre-Bid Questions and Prepare Addendum. We will review questions from prospective bidders that are both received in writing during the bidding process (with a predetermined "cut-off" date for written questions) and questions presented at the pre-bid meeting/conference call and prepare, in coordination City officials (Transportation Operations Manager), appropriate responses. As required, we will develop content for City issued addenda.

It is important to discuss 'how' the RFP will be distributed. Options range from distribution via email, upon request to using a bid platform such as PlanetBids. The latter provides for a central depository for all RFP documents, requires bidders to register, and enables electronic submissions. Conversely, there are advantages to having bid submissions in hard copy/binders.

B. Post-RFP / Evaluation & Award



The bid opening will be undertaken in compliance with the City's Purchasing policies and procedures. As previously discussed, we will work with the City in determining most appropriate format for bid submissions.

Evaluation Matrix: This task will include the preparation of an evaluation matrix for the review and evaluation of proposals. For illustrative purposes, an example of an evaluation matrix and scoring, is presented below.

In short, the evaluation process will result in an impeccable paper trail, well documenting an objective process for contractor selection.

Example of evaluation matrix/proposal scoring:

A	Total Possible Points	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Eval 7	Eval 8	Total Score	Avg. Score
Relevant Experience	20	15	17	16	0	15	20	15	16	114.00	14.25
Management & Ops. Plan	24	18	12	20	10	5	24	18	19	126.00	15.75
Aability to Hire & Retain Personnel	24	15	8	20	10	5	22	15	18	113.00	14.13
Cost Proposal	24	15	12	18	6	10	18.48	16.5	13	108.98	13.62
MOD Applications	5	5	2	3	5	5	5	3.5	5	33.50	4.19
DBE	3	3	2	3	3	3	0	1.5	3	18.50	2.31
TOTAL	**100**	**71**	**53**	**80**	**34**	**43**	**89.48**	**69.5**	**74**	**513.98**	**64.25**

B	Total Possible Points	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Eval 7	Eval 8	Total Score	Avg. Score
Relevant Experience	20	10	15	13	0	10	20	10	9	87.00	10.88
Management & Ops. Plan	24	10	10	18	10	10	22	14	15	109.00	13.63
Aability to Hire & Retain Personnel	24	10	15	20	10	8	20	15	9	107.00	13.38
Cost Proposal	24	18	15	19	12	12	20.8	20	19	135.80	16.98
MOD Applications	5	3	2	5	5	5	5	3	3	31.00	3.88
DBE	3	3	2	3	3	3	3	2.5	3	22.50	2.81
TOTAL	**100**	**54**	**59**	**78**	**40**	**48**	**90.8**	**64.5**	**58**	**492.30**	**61.54**

C	Total Possible Points	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Eval 7	Eval 8	Total Score	Avg. Score
Relevant Experience	20	18	15	17	15	15	19	14	17	130.00	16.25
Management & Ops. Plan	24	15	15	22	0	15	23	15	18	123.00	15.38
Aability to Hire & Retain Personnel	24	15	22	21	15	15	24	15	15	142.00	17.75
Cost Proposal	24	20	20	22	24	20	24	24	21	175.00	21.88
MOD Applications	5	2	2	2	5	5	3	2.5	3	24.50	3.06
DBE	3	3	2	3	3	3	3	2	3	22.00	2.75
TOTAL	**100**	**73**	**76**	**87**	**62**	**73**	**96**	**72.5**	**77**	**616.50**	**77.06**

D	Total Possible Points	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Eval 7	Eval 8	Total Score	Avg. Score
Relevant Experience	20	18	15	18	15	18	18	15	18	135.00	16.88
Management & Ops. Plan	24	22	22	22	24	22	22	14	23	171.00	21.38
Aability to Hire & Retain Personnel	24	22	24	23	15	22	21	17	23	167.00	20.88
Cost Proposal	24	24	24	21	18	18	23.2	23	24	175.20	21.90
MOD Applications	5	5	2	3	5	5	1	2	5	28.00	3.50
DBE	3	3	3	3	3	3	0	1.5	3	19.50	2.44
TOTAL	**100**	**94**	**90**	**90**	**80**	**88**	**85.2**	**72.5**	**96**	**695.70**	**86.96**

SCORING SUMMARY

	Total Possible Points	A	B	C	D
Relevant Experience	20	14.25	10.88	16.25	16.88
Management & Ops. Plan	24	15.75	13.63	15.38	21.38
Aability to Hire & Retain Personnel	24	14.13	13.38	17.75	20.88
Cost Proposal	24	13.62	16.98	21.88	21.90
MOD Applications	5	4.19	3.88	3.06	3.50
DBE	3	2.31	2.81	2.75	2.44
TOTAL	**100**	**64.25**	**61.54**	**77.06**	**86.96**

Interviews and Award: Arcadis will facilitate proposer interviews and the drafting of a letter recommending contract award. For illustrative purposes, an example of an interview evaluation matrix and scoring, is presented below.

CONTRACTOR NAME:

Interview Evaluation Criteria	Maximum Points	Awarded Points	Comments
Relevant Experience, Staff Qualifications & Corporate Support	25		
Cost proposal, operator compensation structure methodology. Will proposed compensation structure allow to hire and retain driving personnel	25		
Staffing plan helps address seasonal and event-driven nature of operations and ability to draw upon outside resources to meet fluctuations in the needs for labor force	25		
Q&A Discussion	25		
TOTAL SCORE	100		

Comments:

Best and Final Offer (BAFO): We will assist the City and requesting proposers to submit a best and final offer (BAFO), as applicable.

City Council Agenda Report and Presentation: We will work with City staff in the preparation of their Staff Report for City Council's award of contract.

3 Schedule

We understand that time is of the essence and that the City is recommending a contract Amendment to the current First Transit contract to extend the term to December 31, 2024 (and to add an option for a month-to-month term until June 30, 2025).

The following presents the project schedule to address the Phase I (Deployment planning) and Phase II RFP and procurement assistance). Assuming a Notice to Proceed in early July, we will complete the deployment planning by the end of August 2024. Working concurrently, Arcadis will prepare the bid document/RFP by mid to late September 2024. October to early/mid-December will be spent advertising the RFP, evaluating submissions and contract award.

4 Cost Proposal

The following presents our proposed cost proposal to complete the Phase I (Deployment) and Phase II (RFP) tasks described herein.

	BUDGET	AVAILABLE BUDGET (PREVIOUS PSA)	**ADDITIONAL BUDGET**
Phase 1: Deployment of Spirit Bus Service Improvement Strategies	$13,200.	$0.	**$13,200.**
Phase 2: Bid Document/RFP & Procurement Assistance	$25,840	$14,375.	**$11,465.**
TOTAL	$39,040.	$14,375	**$24,665.**

Original 2022 PSA budget:

Phase I	$42,910.
Phase II	$25,840.
ODCs	$ 250.
TOTAL	$69,000.

The Phase I and ODCs have been fully spent. Through 05/31/24, $10,090. of the Phase II budget has been spent with Arcadis having completed the re-evaluation of transit services and development of conceptual service improvement strategies analysis and report.

Attachment 1

Development of Spirit Bus
Conceptual Service Improvement Strategies

City of Monterey Park

Development of *Spirit Bus* - Conceptual Service Improvement Strategies

- Important step in the Covid-19 recovery phase
- Target to:
  - Provide better transit services
  - Grow ridership base
  - Respond to changing customer expectations & demand)
  - Identify financially sustainable changes (with existing resources)
- Identify specific service modifications over next 3-5 years

Service Evaluation Update - 2024

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    - Cost per Vehicle Service Hour: July 2019: $59.31. Post pandemic commencing July 1, 2022, the rate increased to $104.01, a 75% increase.
    - With declining ridership, the total cost per boarding in 2019 was an average of $4.39 while the total cost per boarding for 2023 increased to $57.82.

Conversely, the Dial-A-Ride service for Monterey Park seniors has seen a return to pre-pandemic ridership levels: 10,312 boardings in fiscal year 2023 compared to 10,572 boardings in fiscal year 2019. This data is encouraging and supports the use of door-to-door/on-demand service to supplement/replace current fixed-route service in areas that have low ridership.

The development of Spirit Bus *conceptual service improvement strategies* has been informed by past and present service evaluations (including Spirit Bus ridership/boardings by route segments - presented in Exhibit 1); operational and financial performance; and robust community engagement and survey research endeavors.

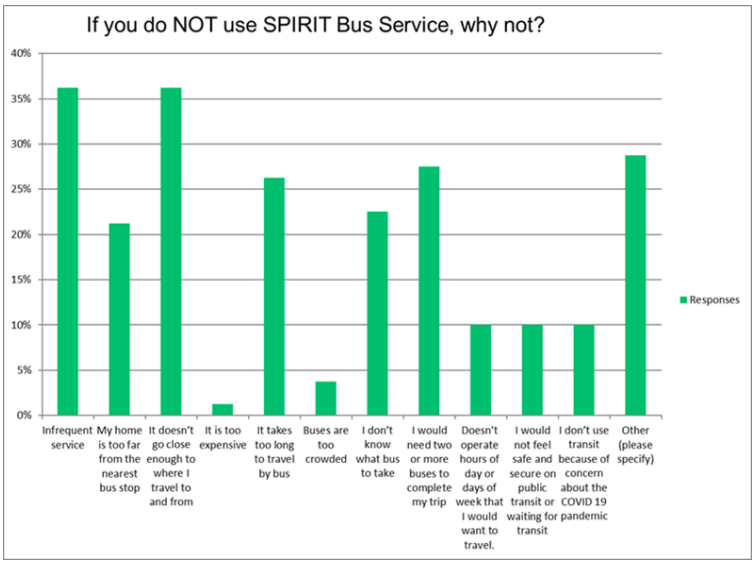
The following presents a summary of: *What Had We Heard*; key *Design Issues*; *Conceptual Service Improvement Strategies*, and a commentary on *Fiscal Impact*.

What Had We Heard

Key takeaways from the community engagement and survey research endeavors are:

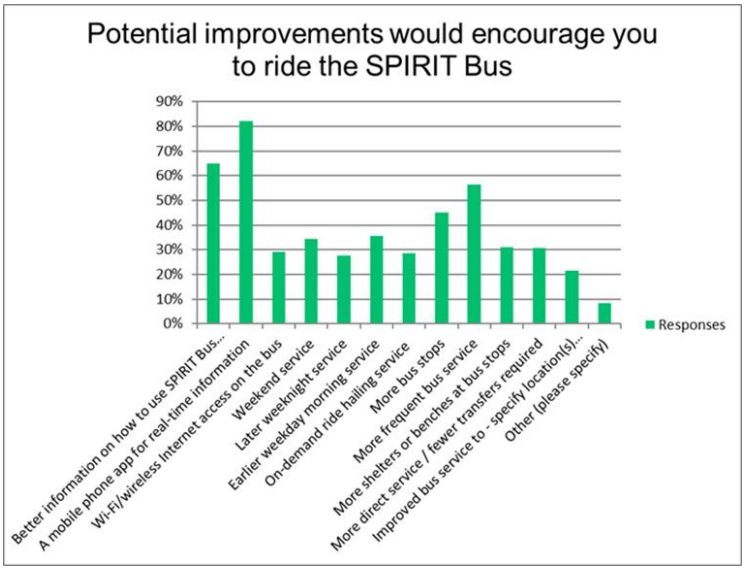
Why People are NOT Using Spirit Bus:

- Infrequent service
- Not close enough (home or destination)
- Need to transfer
- Takes too long
- Don't know what bus to take



Type of Improvements:

- Better information
- Mobile phone app - real-time info.
- Weekend service
- Earlier morning service
- On-demand ride hailing service
- More frequent bus service
- More direct service / fewer transfers required



Design Issues

1. Routes 1-4 are designed primarily to connect residential neighborhoods to Downtown Monterey Park.
    - Impedes productivity by discouraging two-way passenger traffic across the service day. Limited demand for AM travel away from Downtown and PM travel toward Downtown.
    - Excessive circuity in Downtown area alignments.

2. Need to simplify or redesign Routes 1 and 2 presently operating one-way loops in opposite directions on similar alignments to create bi-directional service to customers.
    - Confusing to customers because the routes are not the same and so travel times are not the same in opposite directions.
    - Route 2 loop through the Monterey Highlands is a significant inconvenience to most customers using the route.
3. Route 4 should be modified to address Metro's discontinuation of Route 258 service on Monterey Pass Road.
4. Only Route 5 connects directly to the CSULA Metrolink and Metro J (Silver) Line stations.

- Most residents (except Riggin Street) need a two-seat bus ride (*i.e.*, transfer between Spirit routes) to travel from residence to the stations.

5. Spirit's main transfer point at City Hall for Routes 1-4 is not served by regional bus lines.
    - Discourages transfers between Spirit and Metro/MBL buses.
    - Location adds travel time for transferring customers.
6. Spirit does not connect directly to the E (Gold) Line terminal station on 3rd Street west of Atlantic Boulevard.
7. Service to McCaslin Business Park is limited to one morning and one afternoon trip on the Route 5 timetable.
    - Currently designed to shuttle reverse commuters to and from the CSULA Metrolink and Metro J Line stations.
8. Currently no Spirit Bus service to Marketplace Shopping Center (Costco, Home Depot, restaurants) – an emerging destination.

Conceptual Service Improvement Strategies

Based on the design issues noted above, the technical team presents potential service improvement concepts for discussion and possible further evaluation (illustrated in Exhibit 2).

Improvement concepts – *A Way Forward*, include:

- Consideration of route restructuring to reflect a more linear configuration and connectivity to major trip attractors/generators.
- Convert service to on-demand/microtransit delivery framework with consideration of:
    - Select service areas
    - Select times of day/days of week
    - Integrated with Dial-A-Ride
    - Discussions with LA Metro (possible expansion of Micro service)

These modifications were further informed by the following:

- Review of pre-pandemic ridership data and a comparison to ridership data gathered since all 5 Spirit Bus routes resumed service in July 2023.
- Review of service cost increases and ridership/revenue decreases
- Community outreach and feedback gathered in 2022.

Presented for discussion, conceptual service improvement strategies are listed by route below.

Route 1

Ridership is down along the downtown segment from 75-100 riders per day pre-pandemic to about 50 riders per day in October 2023. This is still one of the higher ridership segments. Other segments have recovered to pre-pandemic ranges but with lower ridership. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Atlantic.

- Restructure service routing to accommodate bi-directional travel.

Route 2

Ridership along the Atlantic Boulevard, Downtown, and Garfield segments represent only 24-40% of pre-pandemic ridership numbers. Ridership along the Hillside and Riggin St. segments has recovered but remains low at 13-18 passengers per day on average. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Garfield.

- Restructure service routing to accommodate bi-directional travel.
- Eliminate residential loop north of Floral Drive to improve travel times and reduce circuity.

Route 3

Route 3 ridership has returned to within pre-pandemic ranges along all segments and carries 83 passengers per day in the downtown core as of October 2023. However, the reservoir loop impedes two-way passenger travel and is the lowest ridership along the route at 35 passengers per day.

- Eliminate of fixed-route service south of Graves Avenue.
- Redirect current route to travel north on Alhambra Avenue from Graves Avenue to provide new service to relatively dense residential neighborhoods and increase service frequency.
- Provide on-demand ride hail service within a defined zone south of Graves Avenue to provide more flexible travel options to existing passengers.
- Potentially extend existing route farther east to Atlantic Avenue in combination with service changes proposed for Route 4 (below).

Route 4

No segment along Route 4 is generating more than 57% of ridership compared to pre-pandemic. Monterey Pass and Corporate Center segments are getting less than 5 passengers per day. Downtown loop is duplicated by other routes.

- Eliminate existing fixed route transit service.
- Provide on-demand ride hail service within a defined zone along Monterey Pass Road and in the residential neighborhoods to the north that are currently served by Route 4.
- Provide connectivity through on-demand service to CSULA Metrolink and Metro J (Silver) Line stations.

Route 5

Data by stop is limited due to unresolved issues with onboard technology. Overall data by route shows an average of 21 passengers per day along the whole route in October 2023. Ridership along E Riggin St. and McCaslin Business Park segments was low in 2019 and is now likely lower. Route 5 does provide a key connection to CSULA Metrolink Station and could be altered to serve ELAC transit center and Metro E Line.

- Eliminate existing fixed route transit service east of Atlantic and Riggin that currently operates for only two daily trips.
- Expand service to connect with Metro E Line Atlantic Station/Kaiser Permanente East Los Angeles Medical Offices.

- Expand existing Monterey Park Dial-a-Ride service to allow trips within a defined service area along Riggin Road and providing connectivity to the southeastern corner of the city, including service to the Monterey Park Marketplace Shopping Center.

These modifications are designed to improve service by replacing poorly performing, infrequent, and circuitous routes with more flexible service that still meets the needs of residents that live in areas that are not well suited to fixed route transit. It would also provide a new connection for residents to regional transit and to an important commercial destination and improve service frequency for Route 3 while adding service through a relatively densely populated neighborhood.

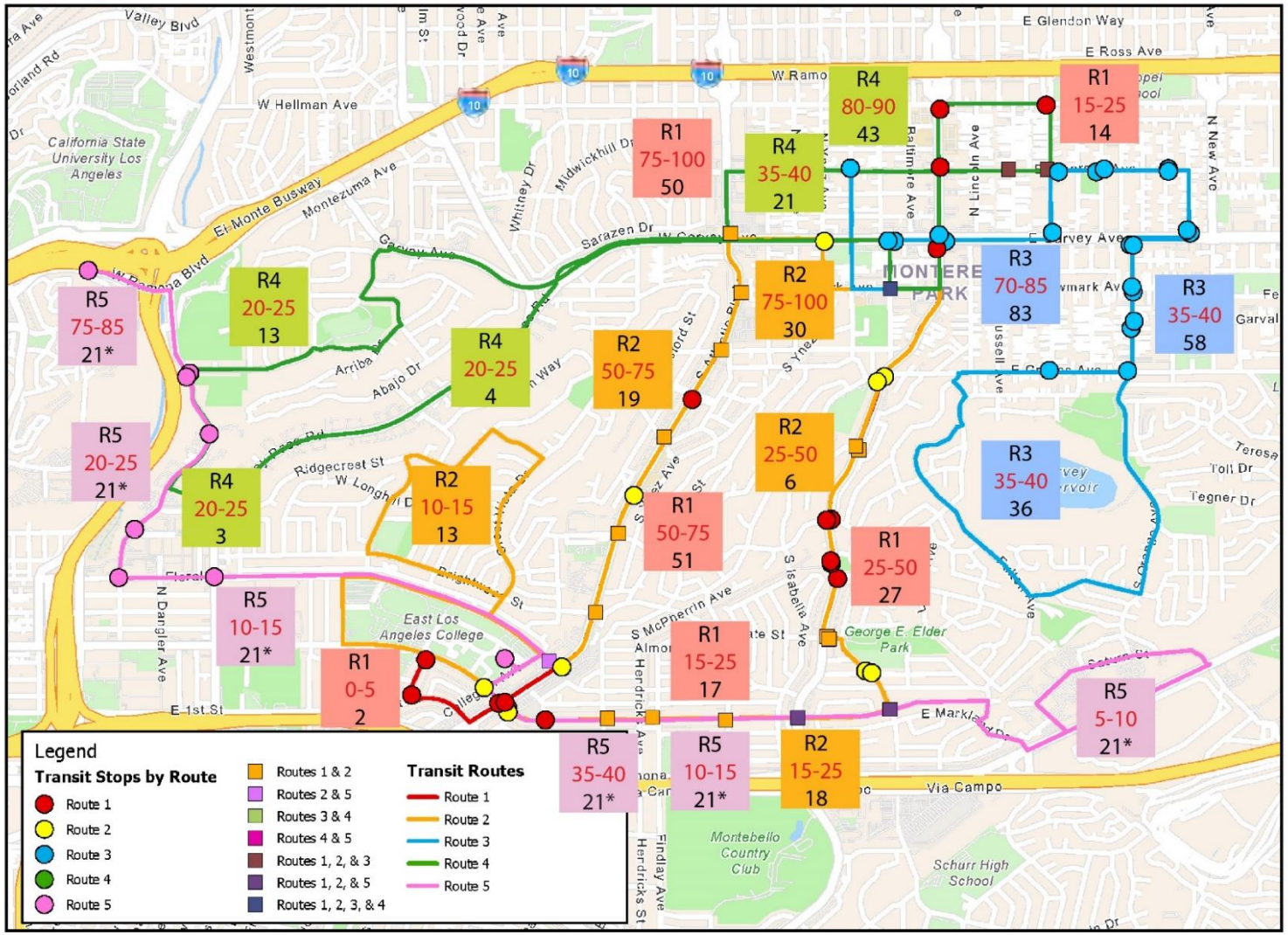
Fiscal Impact

As previously mentioned, the conceptual service improvement strategies contained herein are presented for discussion and possible further evaluation.

If an appetite to advance the further evaluation of Spirit Bus service improvement strategies, it is anticipated that alternate service delivery scenarios including levels of service for route restructuring (including schedules, frequency, and span of service) and the deployment of on-demand services will be commensurate with available fiscal resources.

For example, if the Route 4 were discontinued, the approximate $320k for this current route operations could be reallocated to on-demand services.

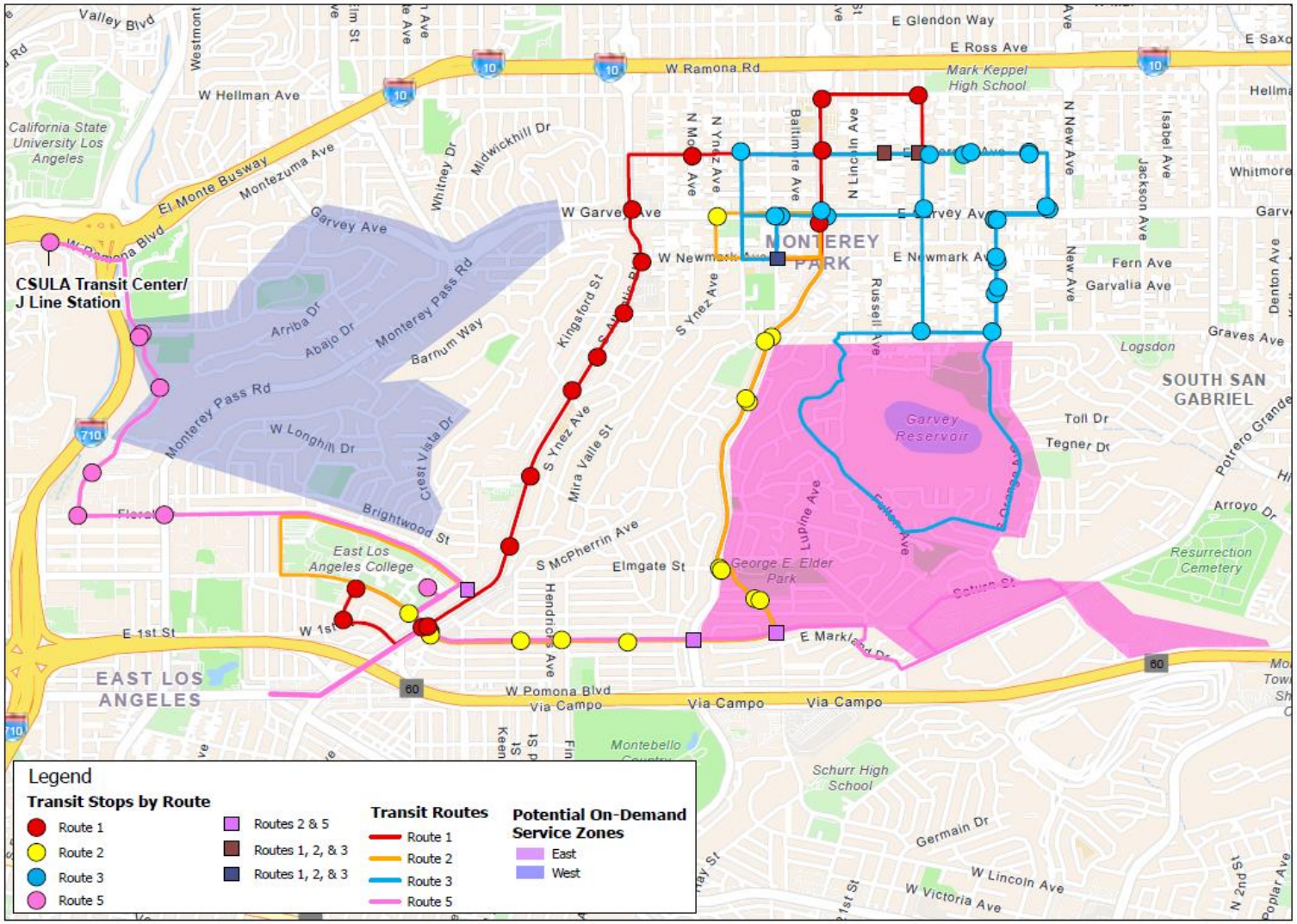
Exhibit 1: Spirit Bus Boardings by Route Segment – 2019 & 2023



Spirit Bus - Boardings by Route Segment 2019 & 2023

0 0.5 1 Miles N

Exhibit 2: Conceptual Service Improvement Strategies



City Council Staff Report

DATE: June 18, 2024

AGENDA ITEM NO: New Business - 5C

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, City Attorney

SUBJECT: Consideration and possible action to direct the City Attorney to seek an Attorney General Opinion regarding the use of "claw machines" within the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Whether to direct the City Attorney to request a California Attorney General Opinion regarding the legality of "claw machines"; and
2. Taking such additional, related, action that may be desirable.

BACKGROUND:

In May, the City's Community Development Department received a request from a business owner to process a conditional use permit ("CUP") to open an arcade utilizing a "claw machine" (see attached description from Wikipedia). Because the "claw machine" appeared to require a separate permit by Monterey Park Municipal Code ("MPMC") Chapter 5.20, the Community Development Director asked me to review the MPMC to determine whether there was a more expedient method of addressing the game permit requirement.

A review of MPMC Chapter 5.20 shows that those regulations were adopted by the City Council in the late 1950s (*see, e.g.,* Ordinance No. 874, adopted November 23, 1959). Most local gambling regulations were superseded by California law in the late 1990s when the Legislature enacted a comprehensive regulatory scheme for gambling that is enforced by the Bureau of Gambling Control. That Bureau is a division of the California Attorney General's Office. Generally, local agencies may only regulate bingo and card rooms; all other gaming is regulated by the California Penal Code. With that understanding, I reviewed the Penal Code requirements as to claw machines.

In doing so, I found the attached Law Enforcement Advisory dated November 1, 2010 issued by the Bureau of Gambling Control. It identifies claw machines as a "[c]ommon type" of illegal gambling device. Based upon the Police Chief's information from representatives of the Bureau of Gambling Control, this 2010 Advisory continues to be in effect. Consequently, a claw machine is classified as an illegal gambling device. As a result, the City cannot process the CUP application by the arcade owner: the City cannot approve a CUP for illegal activity.

The Police Chief is aware of other arcades in town that currently utilize claw machines as games. The Bureau of Gambling Control advised the Chief that it (the Bureau) was not going to undertake enforcement actions; it is up to the Chief to enforce the Penal Code prohibitions as to those existing establishments.

It seems prudent – both for the pending CUP applicant and currently operating arcades – to clarify whether the 2010 advisory remains valid. Accordingly, the City Council may direct me to seek an opinion from the California Attorney General regarding this matter.

FISCAL IMPACT:
Time spent on contacting the Attorney General regarding this matter will be part of the City Attorney's monthly retainer.

Respectfully submitted by:

Karl H. Berger,
City Attorney

Attachment(s)

1. 2010 DOJ Opinion
2. Description of "claw machines"
3. Regulations from Monterey Park Municipal Code regarding permitting

ATTACHMENT 1
2010 DOJ Opinion

BUREAU OF GAMBLING CONTROL

EDMUND G. BROWN JR.
Attorney General

JACOB A. APPELSMITH,
Bureau Chief

NUMBER 10	LAW ENFORCEMENT ADVISORY	NOVEMBER 1, 2010

Illegal Gambling Devices

The Bureau of Gambling Control (Bureau) provides this advisory regarding illegal gambling devices in response to inquiries from local law enforcement agencies, inquiries from state agencies including the California State Lottery and the California Department of Alcoholic Beverage Control, and from the Bureau's observations in the field. This advisory also addresses misrepresentations contained in documents circulating in the industry that are fraudulently prepared to appear as though they were issued by this office. As a general matter, most, if not all, gambling devices—other than those operating in California Tribal Casinos—that a person pays to play, and that offer anything of value for playing, are illegal devices. Common types of illegal devices include coin pushers, electronic trivia games that include any element of chance, claw machines, traditional slot machines, and slot machines that purport to have a skill element.

The attached flow chart outlines the steps for determining what is an illegal gambling device. (See attachment #1.)

Illegal Gambling Devices

California's gambling device statutes are broad in their coverage and prohibit any person from owning, renting, or possessing illegal gambling devices. (Penal Code, §§ 330a, 330b, 330.1.) An illegal gambling device has three features:

1. It is a machine, apparatus, or device (coin operation is not required);
2. Something of value is given to play the device; and
3. The player has the opportunity to receive something of value by ***any*** element of hazard or chance ("something of value" is not limited to coins, bills, or tokens—it also includes free replays, additional playing time, redemption tickets, gift cards, game credits, or anything else with a value, monetary or otherwise.) (Penal Code, §§ 330a, 330b & 330.1.)

In addition, if a device can readily be converted to have the features of an illegal gambling device, (as listed in 1, 2, and 3 above), it is an illegal device. (Penal Code, § 330b(d).)

Narrowly Defined Amusement Device Exception

Devices that fall within the definition of an illegal gambling device above may nevertheless qualify for the "pinball" or "amusement device" exception if they meet the narrow requirements set forth in the provisions of Penal Code section 330b, subdivision (f), and section 330.5. A gaming device qualifies for the amusement device exception, and therefore is lawful, if it:

1. Provides an opportunity to win nothing other than additional or free play; and
2. Is predominantly a game of skill.

A lawful device is one that is predominately a game of skill (as are most arcade pinball machines), on which what can be won is limited to additional chances or free plays. If, however, the player has paid to play and can win something other than additional plays, such as food, toys, or other prizes, the machine does not qualify for the amusement device exception and is an illegal gambling device. As an additional example, a coin pusher is an illegal gambling device, whether or not it purports to have an element of skill, because the player can win coins by playing.

California Tribal Casinos

California Tribal Casinos are permitted to operate slot machines pursuant to the terms of approved Tribal-State Compacts and California law.

False Representations Regarding the Legality of Devices

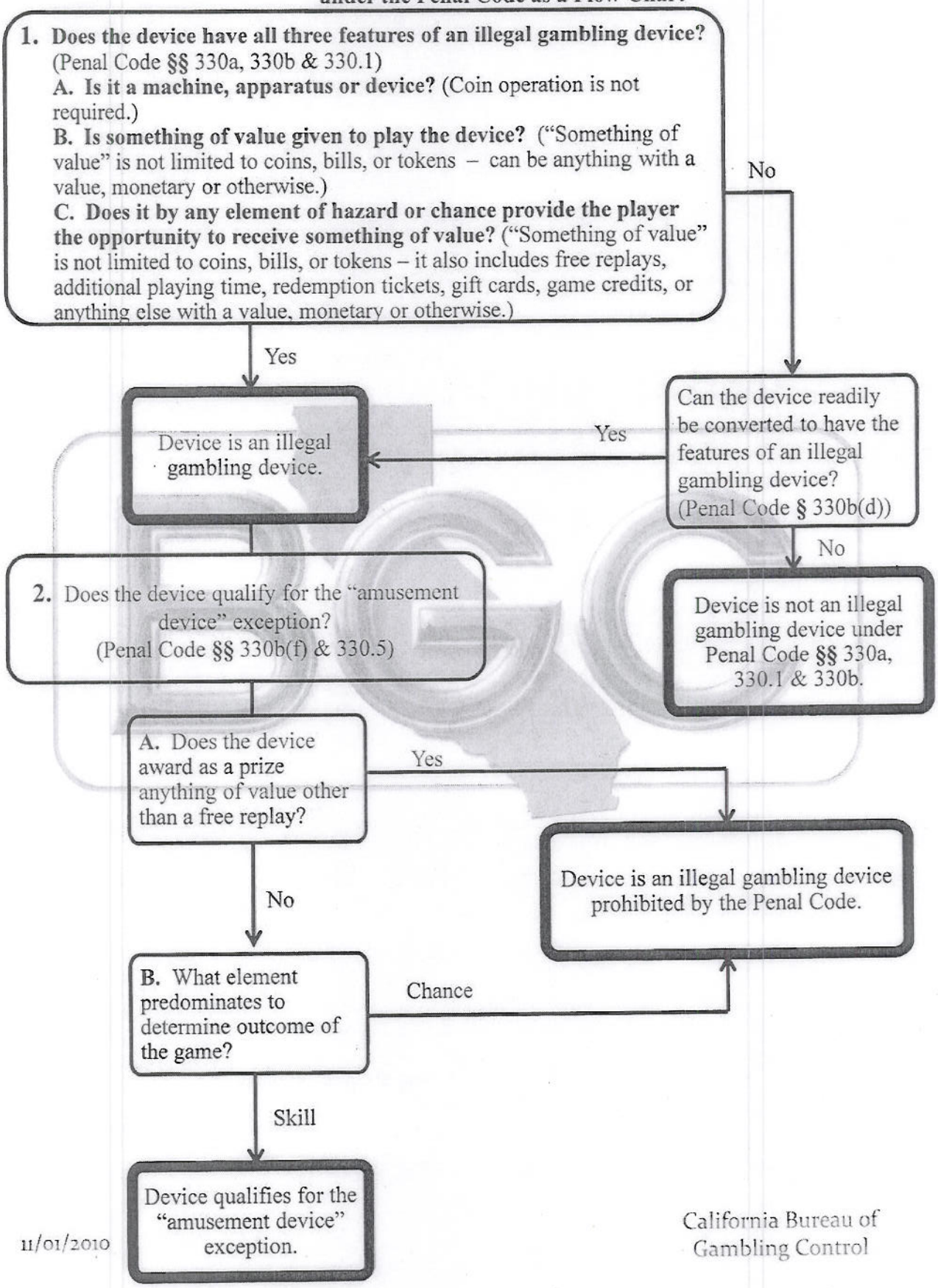
The Bureau has obtained memorandums that falsely purport to be issued by the Office of the Attorney General claiming that coin pusher games are legal as games of skill. (See attachment #2.) In addition, the Bureau has received information that some manufacturers and vendors are misrepresenting the Penal Code's narrow "amusement device" exception in an attempt to portray their gambling devices as compliant with California law.

The Attorney General's Office has not approved any such device for play in California, nor issued any opinion or statement regarding the legality of any such device on the basis of the predominance of skill. The Bureau notes, however, that its field operations have detected a growing number of gaming devices throughout California that are illegal because they offer prizes and are not otherwise exempted from the prohibitions of the Penal Code.

The purpose of an advisory is informational. An advisory does not constitute legal advice.

For more information regarding this advisory, contact the California Department of Justice, Bureau of Gambling Control at (916) 263-3408

Attachment 1
Qualification for the Amusement Device Exception under the Penal Code as a Flow Chart



ATTACHMENT 2

STATE OF CALIFORNIA

OFFICE OF THE ATTORNEY GENERAL

EDMUND G. BROWN JR.

MEMORANDUM

TO: ALL LAW ENFORCEMENT OFFICERS

Coin Pusher machines that have vending capabilities or games of skill may be operated in the State of California.

California Penal Code

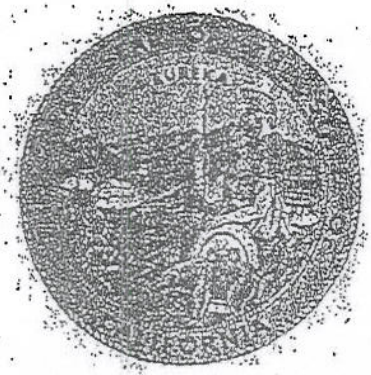
330.1. Every person who manufactures, owns, stores, keeps, possesses, sells, rents, leases, lets on shares, lends or gives away, transports or exposes for sale or lease or offers to sell, rent, lease, let on shares, lend or give away or who permits the operation of or permits to be placed, maintained, used or kept in any room, space or building owned, leased or occupied by him or under his management or control, any slot machine or device as hereinafter defined, and every person who makes or permits to be made with any person any agreement with reference to any slot machine or device as hereinafter defined, pursuant to which agreement the user thereof, as a result of any element of hazard or chance, may become entitled to receive anything of value or additional chance or right to use such slot machine or device, or to receive any check, slug, token or memorandum, whether of value or otherwise, entitling the holder to receive anything of value, is guilty of a misdemeanor and shall be punishable by a fine of not more than one thousand dollars ($1,000) or by imprisonment in the county jail not exceeding six months or by both such fine and imprisonment. A slot machine or device within the meaning of Sections 330.1 to 330.5, inclusive, of this code is one that is, or may be, used or operated in such a way that, as a result of the insertion of any piece of money or coin or other object such machine or device is caused to operate or may be operated or played, mechanically, electrically, automatically or manually, and by reason of any element of hazard or chance, the user may receive or become entitled to receive anything of value or any check, slug, token or memorandum, whether of value or otherwise, which may be given in trade, or the user may secure additional chances or rights to use such machine or device, irrespective of whether it may, apart from any element of hazard or chance also sell, deliver or present some merchandise, indication of weight, entertainment or other thing of value.

330.4. It is specifically declared that the mere possession or control, either as owner, lessee, agent, employee, mortgagor, or otherwise of any slot machine or device, as defined in Section 330.1 of this code, is prohibited and penalized by the provisions of Sections 330.1 to 330.5, inclusive, of this code.
It is specifically declared that every person who permits to be placed, maintained or kept in any room, space, enclosure, or building owned, leased or occupied by him, or under his management or control, whether for use or operation or for storage, bailment, safekeeping or deposit only, any slot machine or device, as defined in Section 330.1 of this code, is guilty of a misdemeanor and punishable as provided in Section 330.1 of this code.
It is further declared that the provisions of this section specifically render any slot machine or device as defined in Section 330.1 of this code subject to confiscation as provided in Section 335a of this code.

330.5. It is further expressly provided that Sections 330.1 to 330.4, inclusive, of this code shall not apply to music machines, weighing machines and machines which vend cigarettes, candy, ice cream, food, confections or other merchandise, in which there is deposited an exact consideration and from which in every case the customer obtains that which he purchases; and it is further expressly provided that with respect to the provisions of Sections 330.1 to 330.4, inclusive, only, of this code, pin ball, and other amusement machines or devices which are predominantly games of skill, whether affording the opportunity of additional chances or free plays or not, are not intended to be and are not included within the term slot machine or device as defined within Sections 330.1 to 330.4, inclusive, of this code.

Illegal Slot

ATTACHMENT 2



Coin Pusher machines that have vending capabilities or games of skill may be operated in the State of California.

Slot Machines are illegal under the California Penal Code 330a. However, Coin Pushers are not related and are considered a game of skill. Please review the following California Penal Code.

Fraudulent

California Penal Code Section 330.5

It is further expressly provided that Sections 330.1 to 330.4, inclusive, of this code shall not apply to music machines, weighing machines and machines that vend cigarettes, candy, ice cream, food, confections or other merchandise, in which there is deposited an exact consideration and from which in every case the customer obtains that which he purchases; and it is further expressly provided that with respect to the provisions of sections 330.1 to 330.4, inclusive, only, of this code, pin ball, and other amusement machines or devices which are predominantly games of skill, whether affording the opportunity of additional chances or free plays or not, are not intended to be and not included within the term slot machine or device as defined within Sections 330.1 to 330.4, inclusive, of this code.

ATTACHMENT 2

STATE OF CALIFORNIA

OFFICE OF THE ATTORNEY GENERAL

MEMORANDUM

TO: INSPECTING AUTHORITIES,

Devices categorized as "coin pusher", "penny slider", "coin slider" or any machine bearing such nomenclature; that have vending capabilities and are games predominately of skill, may be operated in the State of California.

California Penal Code

330.5. It is further expressly provided that Sections 330.1 to 330.4, inclusive, of this code shall not apply to music machines, weighing machines and machines which vend cigarettes, candy, ice cream, food, confections or other merchandise, in which there is deposited an exact consideration and from which in every case the customer obtains that which he purchases; and it is further expressly provided that with respect to the provisions of Sections 330.1 to 330.4, inclusive, only, of this code, pin ball, and other amusement machines or devices which are predominantly games of skill, whether affording the opportunity of additional chances or free plays or not, are not intended to be and are not included within the term slot machine or device as defined within Sections 330.1 to 330.4, inclusive, of this code.

Fragment

ATTACHMENT 2
Description of "claw machines"

WIKIPEDIA
The Free Encyclopedia

Claw machine

A **claw machine** is a type of arcade game. Modern claw machines are upright cabinets with glass boxes that are lit from the inside and have a joystick-controlled claw at the top, which is coin-operated and positioned over a pile of prizes, dropped into the pile, and picked up to unload the prize or lack thereof into a chute.[1][2] They typically contain stuffed toys or other cheap prizes, and sometimes contain more expensive items like electronic devices and fashion accessories.[3][4] Claw machines are also known as **skill cranes**, **claw cranes**, and **crane games**, and are known as **UFO catchers** in Japan due to the claws' resemblance to UFOs.[5][6][7]



A claw machine in Ustroń, Poland

The earliest claw machines are believed to have been created in the late 19th century and inspired by the machines used to build the Panama Canal, while the first patented claw machine, the Erie Digger, was inspired by the creation of the Erie Canal and invented in 1926. It and its successor, the Miami Digger, were popular throughout the United States during the 1930s, specifically during the Great Depression, as carnival attractions and as furniture in public places. By the 1980s, claw machines were ubiquitous in both the United States and Japan; the success of Sega's *UFO Catcher* machines in the 1980s and 1990s inspired a claw machine craze in the latter country. Claw machines have made appearances in numerous video games, music videos, films, and television shows since at least the 1990s.

In the late 2010s, claw machines became immensely popular in South Korea and Taiwan as cheap entertainment due to their slowing economies at the time, with the number of claw machine arcades in both places rising into the thousands. Also in the 2010s, claw machines that could be remotely controlled via mobile applications or websites began turning up online.

Claw machines are often rigged to modify the claw's strength on each turn, and are consequently considered gambling devices in some jurisdictions.

Early history

Claw machines are believed to have originated in the United States in the 1890s, when they were made to resemble the machines that built the Panama Canal.[7] The first patented claw machine, the Erie Digger, was a glass box containing candy and other small objects, a chute, and a coin-operated miniature steam shovel that moved in an arc, could be moved with a handle, and could be lifted and dropped into the chute using a hand crank.[8] It was invented in 1926, manufactured by

the Erie Manufacturing Company, and named after the construction of the Erie Canal. It found success at carnivals, partially because it did not require electricity like other carnival attractions. Throughout the 1930s, it saw use as furniture in train stations, hotels, drugstores, cigar stores, and bus stations, where it was used to keep customers entertained.[2] During the Great Depression, designing intricate, Art Deco claw machines for hotels and stores became a lucrative endeavor.[9]

The Miami Digger, invented by American carnival operator William Bartlett of Miami and patented by him in 1932, improved upon the design of the Erie Digger by using an electric motor and allowing the crane to move around the entire box.[9] It was also known as the Nickel Digger, as it contained money, such as nickels and silver dollars, as prizes; premium versions of the diggers had watches and cigarette lighters as prizes for adults. Bartlett became rich from the popularity of the machines and died in 1948.[2]



Illustration of an Erie Digger in a 1927 issue of *The Billboard*

Global popularity

In Asia


A row of UFO catchers in Akihabara, Tokyo

Japanese companies Sega and Taito began designing trolley-style claw machines in the 1960s.[2] They gained popularity in Japan during the late 1970s, with crane games ranking among Japan's top ten highest-grossing electro-mechanical (EM) arcade games of 1977 and 1978.[10][11] Sega released their *UFO Catcher* claw machine in 1985 and made their first shipment of it in 1986.[12] It had sold 10,000 cabinets by 1991, its popularity inspiring Sega's creation of the *Dream Catcher* in 1989 and the *New UFO Catcher* in 1991 while making the *UFO Catcher* series responsible for 90 percent of stuffed toy claw machine sales.[13] By 1994, its claw could be changed to fit the sizes and shapes of different prizes, and it had become a craze across Japan: arcades started dedicating entire floors to *UFO Catcher* cabinets—of which Sega had sold over 40,000, making it Sega's best-selling game at the time—and the term "UFO catcher" became synonymous with crane games in Japan.[14][15][16]

Sega Shinjuku Kabukicho, a two-story Sega arcade in Shinjuku, Tokyo containing 477 claw machines, received the Guinness World Record for having the most claw machines in a single venue in 2021, a record previously held by the Taito Station in Fuchū, Tokyo for having 454 machines.[17] As of 2023, Yuka Nakajima of Japan holds the Guinness World Record for being the most successful claw machine player due to winning more than 3,500 Rilakkuma teddy bears from

claw machines.[18][19] In 2021, claw machines accounted for more than half of the revenue at Japanese arcades, according to the Japan Amusement Industry Association.[20] Japanese claw machines can also contain cakes as prizes.[21][22]

The number of claw machine arcades and the popularity of claw machines both experienced a sharp increase in South Korea in 2016 and 2017, specifically in Seoul neighborhoods with universities like Hongdae and Sinchon. From 2015 to 2017, the number of South Korean claw arcades increased from 20 to 1,900, while mentions of claw machines on Korean social networks also increased during that time. *Korea JoongAng Daily* and *The Korea Herald* attributed the increased interest to South Korea's harsh economy at the time leading to a desire for cheap entertainment, while *U.S. News & World Report* associated it with the country's increasing youth unemployment.[23][7][24]


A claw machine arcade in Hsinchu, Taiwan

In Taiwan, where claw machine arcades are usually open all day and owners sublet their machines to different operators, claw machines became especially popular as inexpensive entertainment starting in 2017, due to their costing NT$10 to use. The number of claw machine arcades in Taiwan increased from 920 in 2016 to 3,353 in 2018 and, as of 2019, there are more than 10,000.[25] A 2018 survey of children aged seven to 18 reported 32.7 percent of them using claw machines one to three days a week and over four percent using them every day.[26] The Central Bank of the Republic of China increased their budget in 2019 to produce more NT$10 coins to accommodate the increasing popularity of claw machines in Taiwan. By 2018, the average monthly revenue for operating a claw machine was around NT$5,000.[4]

The largest claw machine arcade in China, LJJ Station in Beijing, has more than 60 machines with stuffed toy versions of characters from WeChat animations.[27] Before 2020, claw machines were popular in Thai shopping malls; a 2020 survey conducted by the advocacy group No Gambling Youth Club stated that 75 of the 92 shopping malls surveyed contained 1,300 claw machines collectively.[28][29]

United States

In the United States, claw machines became ubiquitous in the 1980s.[2] They are common at carnivals, grocery stores, shopping malls, arcades, amusement parks, and bowling alleys.[30][31] The world's largest claw machine, according to Guinness World Records, is a 17 by 8 by 12 feet machine designed by the Dayton, Ohio-based creative agency Real Art and opened in 2014.[32]

There were many instances of children getting stuck inside of claw machines in the United States throughout the 2010s, including in Tennessee, New York, Kentucky, Nebraska, Pennsylvania,[32] North Carolina,[33] and Texas.[34]

Online and in popular culture



A girl using a claw machine at the Lake of the Ozarks State Park in Missouri, U.S.

Online claw machines are claw machines controlled remotely online, with prizes that get shipped to users' homes upon being won.[35] Since the 2010s, mobile apps, such as *Clawee* in Israel and *Sega Catcher Online* in Japan, and websites, such as *Netch* in Japan and the Santa Claw in the United States, have allowed users to remotely use claw machines stored in warehouses in their respective countries.[36][37][6][38]

The 1993 Nintendo Entertainment System (NES) video game *Kirby's Adventure* includes a minigame based on the *UFO Catcher*, while the 1998 PlayStation game *Bomberman World* has a UFO catcher-themed battle stage.[15][39] Sega's 2005 video game *Yakuza* and its sequels *Yakuza 0* and *Yakuza Kiwami* also feature *UFO Catcher* machines.[40][41][42] The 2019 video game *Link's Awakening* includes a claw machine as a side activity.[43] In the 1995 film *Toy Story*, Buzz Lightyear and Sheriff Woody climb into a claw vending machine filled with claw-worshipping aliens.[44] In the *SpongeBob SquarePants* episode "Skill Crane" from its fourth season, Squidward becomes addicted to trying to win a prize from a claw machine.[45] Claw machines have also been featured in the music videos for Delta Heavy's 2019 song "Take Me Home", Corpsegrinder's 2022 song "Bottom Dweller", and the City Girls' 2022 song "Good Love".[46][47][48]

Legality

North America

The passing of the Johnson Act by Congress in 1951, which prohibited the transfer of electronic gambling devices across state lines, led to Miami Diggers at carnivals being destroyed by operators or seized by government officials. Carnival owner Lee Moss organized other carnival owners together to protest against the classification of the diggers as gambling machines. Because of this, a compromise was soon reached that allowed carnival owners to keep the diggers but required them to be manually operated with no coin slot and prizes that were not money and worth one dollar or less, while the government would tax each machine US$10. Regulations loosened in 1973 due to the Federal Bureau of Investigation (FBI) abandoning the Johnson Act.[2] As of 2015, state regulations generally require that claw machines contain less valuable prizes.[31] Most states exempt claw machines from their gambling laws.[49]

In New Jersey, claw machines are regulated by the Legalized Games of Chance Control Commission. In 2016, New Jersey Senator Nicholas Scutari proposed legislation that would add specifications to prevent claw machines from being unwinnable.[49] Some attorneys have advised claw machine owners to avoid using the word "skill" in the game description decal present on most machines.[50]

In other jurisdictions, such as Alberta, Canada, skill cranes are illegal unless the player is allowed to make repeated attempts (on a single credit) until he or she wins a prize.[51] Skill cranes in single-play mode (where the player has only one chance per credit to try for a prize) were found by the

Ontario Court of Appeal to be essentially games of chance, and therefore prohibited except at fairs or exhibitions, where they are covered by an exemption.[52]

Chances of winning

Since the 1920s, advertising for claw machines has suggested that they are able to be won completely through strategy and skill. Claw machines can be set to give players a chance of winning during every paid turn if they use a "Play Till Win" setting.[3] Settings like claw strength—which is controlled by the amount of voltage sent to a claw—and "dropping skill"—the ability of a claw to drop a prize back into the machine after picking it up—are frequently modified by arcade owners to control the odds of a player winning and are often based on how much money the machine has earned.[31] Claw machine rigging has been reported in the United States, South Africa, South Korea, and Singapore.[30][3][24][57]

ATTACHMENT 3
Regulations from MPMC regarding permitting

City of Monterey Park, CA
Tuesday, June 11, 2024

Title 5. Business Licenses and Regulations

Chapter 5.20. AMUSEMENTS

§ 5.20.010. Definitions.

For the purposes of this and Sections 5.20.020 through 5.20.140, the following terms are defined as hereinafter set forth:

"Any game similar to a marble game" means:

(1) Any miniature mechanical bowling game device, by whatever name called; and

(2) Any table, cabinet or mechanical device equipped for the playing of any game whereby any marble, ball, pellet, or any tangible moving object is propelled, rolled, shot or released toward a goal, pin set of pins, or other objective by means of any plunger, ejector, mechanical bat, mechanical band or by means of any other striking or releasing mechanism which is affixed or attached to the table or cabinet, or which is an integral part of the mechanical device or which is mechanically manipulated, controlled or guided; either of which is so contrived that at the conclusion of the operation or play thereof, a result is visible or otherwise discernible so as to permit or make practical the playing off or awarding of a prize or reward upon the operation or play of the game. Excepted therefrom are games included within the definition of "game of skill and science" of this section.

"Claw, hook, or grab machine" means any amusement machine or device so designed that articles placed or heaped therein for the purpose of the game may be grabbed, hooked, or otherwise displaced, recovered or removed by the operation of any contrivance simulating in miniature a power-shovel, clamshell, dragline or similar excavating tool or machine.

"Game of skill and science" means any game participated in by one or more players:

(1) For any prize, gift or award of anything of value, or

(2) To produce any mechanically or electrically scored result visible or otherwise discernible at the conclusion of the operation or play thereof so as to permit or make practical the playing off or awarding of a prize or reward where and when any charge is made by the person conducting, operating or maintaining such game, or any consideration is paid by any player for the right to play or participate in any such game, and the dominating factor in determining the result of such game is dependent upon the skill of the player or players and not upon chance; provided, that in any case where the result of such game may be dependent to some extent upon the judgment, intelligence or adroitness of the player, but nevertheless the dominating factor in determining the result of such game is chance, such a game shall not be considered as a game of skill and science, but shall be considered as a game of chance; but expressly not including any and all athletic games not played upon a table, cabinet or mechanical device and furthermore expressly excluding: billiards and pool games played upon billiard and pool tables of standard size and dimensions, the games of chess, checkers, all legal playing card games of skill and science, and athletic sporting events;

"Horse racing machine" means any mechanically operated amusement machine or device contrived to simulate in miniature the running of a horse race or any other race run by beasts, human beings or machines, or which is contrived to put in motion any number of objects or symbols which then do, or appear to, run or move against each other in the manner of a miniature race, or which is designed to represent by symbols, the running of any race and the order of the finish thereof;

"Marble game" means any table, cabinet or stand equipped for the playing of a game whereby marbles or balls are, with the aid of a mechanical plunger or other affixed device, propelled, released, shot or rolled so as to drop or come to rest in holes, slots, cups or traps, resulting in a score or tally being electrically or otherwise registered or shown which score or tally depends upon the course followed or point reached by the marble or ball or upon the contact points touched by it along its course, or upon any combination of such factors;

"Pin game" means any table, cabinet or mechanism equipped for the playing of any game whereby any marble, ball, pellet or other moving object is propelled, released, rolled or shot along, over or above a surface set with pins, pegs or other obstructions or irregularities which deflect or impede the course of the moving object or which may divert or direct it beyond the control of the player.
(Prior code § 4251)

§ 5.20.030. Permits—Games of skill—Requirement.

No person shall place, install, keep, maintain, conduct, carry on or permit, suffer or allow the operation, maintenance, conduct or carrying on of any game of skill and science unless such person is the holder of a valid and unexpired permit then in full force and effect, issued under the provisions hereof; provided, however, that the provisions of this section and of Sections **5.20.040** through **5.20.140** shall not apply or be applied to games installed or operated by any charitable organization operating under a permit issued pursuant to Chapter 9.15 of this code, but only if said game or games are so operated by said charitable organization for an accumulative period of time of less than seventy-two hours in any calendar year.
(Prior code § 4253)

§ 5.20.040. Permits—Games of skill—Application.

(a) Contents of all applications must be in writing, and shall be made by all parties interested in such game, whether as lessor, lessee, owner, agent, principal, concessionaire or otherwise: that is if an individual, by the individual; if a partnership of any kind, by all of the members of such partnership; if by an unincorporated association or a corporation, by each and all of the officers thereof. Each application shall be submitted to the city police department for investigation. Such application shall contain information, as follows:

(1) The name and residence of each and all persons required to sign any application hereunder;

(2) The place of business where such proposed game of skill and science will be operated, maintained or conducted;

(3) The name of the game;

(4) A detailed description of all equipment, apparatus, material or devices used in playing such game;

(5) A detailed description of the method of playing or operations;

(6) A statement that applicant, if granted a permit, will not permit, suffer or allow the game proposed to be operated or maintained to be played or operated in any mode other than as described in the application or by the use of any other equipment, apparatus or device other than as described and referred to in said application;

(7) A statement of all persons, firms or corporations having any legal or equitable interest in the ownership of said machine or in the profits thereof;

(b) No application shall be accepted for filing unless the applicants, at the time of offering such application for filing, pay to the city license collector for the following sums:

(1) For each applicant person who is an owner, lessor or other person having an interest in such machine or the profits thereof, who does not have a fixed place of business in the city, but who does business in the placing, installation, maintenance or servicing of such machines—an annual license fee of one hundred fifty dollars per year, prorated;

(2) For each applicant person having a fixed place of business within the city and owning, operating, leasing or otherwise locating such machines within the city—an investigation fee of seventy-five dollars, which investigation fee shall be nonrecurring expense; and an annual license fee of seventy-five dollars per machine, prorated.

(Prior code § 4253.1; Ord. 1470 § 8, 1978)

§ 5.20.050. Permits—Games of skill—Issuance.

There is established the games advisory committee, hereinafter referred to as G.A.C. which shall be composed of the city manager, the city attorney and the chief of police. Each application shall be submitted to G.A.C. for majority approval or denial. In reaching a decision, the committee shall be guided by the standards set forth in Section **5.20.070**. The decision of the committee shall be considered as a recommendation only and final decision shall be made by the city council as hereinafter set forth; provided, however, that if no person files with the city council an objection to, or appeal of, the decision of G.A.C. within ten days after the decision thereof, then such decision of the G.A.C. shall be deemed final and conclusive upon all persons.

(1) If G.A.C. fails to arrive at a decision, within thirty days after the application has been submitted, the application shall then be heard by the city council as hereinafter set forth;

(2) The decision of G.A.C. shall be announced by written letter addressed to the applicant and by publishing notice thereof one time in the Monterey Park Progress;

(3) No permit approved by G.A.C. shall become effective until expiration of appeal time or until final action by the city council;

(4) If the game proposed is the identical type of game previously authorized by the G.A.C., then the application may be granted by the license collector and no action by the G.A.C. shall be necessary thereon.

(Prior code § 4253.2)

§ 5.20.060. Permits—Games of skill—Notice—Hearing.

Upon the appeal of objection to, or nonaction of, the G.A.C., the city council shall cause the application to be set for public hearing not sooner than twelve, nor more than thirty days after the filing of such application and shall forthwith cause a notice of the fact that such application has been filed to be posted on the premises where it is proposed to conduct, carry on or operate any such game of skill or science and shall cause a copy of such notice so posted to be published once in the Monterey Park Progress, a newspaper of general circulation, printed and published in the city. The notice shall be entitled "Notice of Hearing on Application for Permit to Carry on Game of Skill and Science," which shall be printed in letters of not less than one inch in height, such notice shall be substantially in the following form:

Notice is hereby given that on the _____ day of _____, 20_____, at the hour of _____M in the hearing room of the City Council, to wit: the Council Chamber in the Monterey Park City Hall, 320 West Newmark Avenue, Monterey Park, California, the said Council will conduct a hearing upon the application of (Name of Applicant), to conduct at (Location named in application), in the City of Monterey Park, a game briefly described as follows: _____ full detail of method of play of same being set out in application heretofore filed with said City Council and now open for public inspection at the office of the City Clerk in the City Hall at Monterey Park, California. Any person having objections to the granting of said permit may at any time prior to the date above named, file with the City Council his or her objection in writing giving his or her reason therefor, and he may appear at the time and place of said hearing and be heard relative thereto.

Any person interested, at any time after the filing of such application and before the public hearing, may file written protests against the granting of any such permit and the city council shall, in considering the application, give consideration to all such protests so filed.

(Prior code § 4253.3; Amended during 2005 recodification)

§ 5.20.070. Permits—Application—City council findings.

If, from the consideration of the application, such protests as may be on file and such other information as may be brought before the city council, the city council finds that the game proposed to be conducted is a game of skill and science and that such game is not prohibited by the provisions of Chapter 10, Title **9**, Part 1, of the **Penal Code** of the state, or any other law of the state, or the provisions of Section 5.20.020 or any other ordinance of the city, and the city council further finds that applicant is of good moral character and repute, that the conducting, operating or maintaining of such game at the location described in the application will comport with the public welfare, and that said games may be so operated without causing or creating neighborhood nuisance problems of excessive noise, heavy traffic or gambling, then the city council may grant such application and issue a permit to conduct the same.

If the city council fails to so find, the application for permit shall be denied; provided, that if in making its determination of the questions as to whether the game proposed to be operated, conducted or maintained is a game of skill and science or a game of chance, the city council is of the opinion that although the result of such game is dependent to some extent upon judgment, practice, intelligence or adroitness on the part of participants in such game but nevertheless the dominating factor in determining the result of such game is chance, the city council shall find that the proposed game is a game of chance and not a game of skill and science, and the application for permit shall be denied.
(Prior code § 4253.4)

§ 5.20.080. Permits—Issuance—Conditions.

Any permit issued under the provisions hereof shall be issued only to the person named in the application and shall not be assignable or transferable either to another machine or another location; subject to other provisions hereof, such permit shall be valid until revoked or suspended and shall be issued upon and subject to the following conditions:

(1) That permittee will not permit, suffer or allow the game authorized to be played in any manner other than the manner described in detail in the application;

(2) That no equipment, apparatus, device, material or contrivance of any kind be used in the conduct of or playing of such game that is not described or referred to in the application;

(3) That permittee shall not give or award any prize, award or gift to any participant in any such game which is money, tokens, checks, warrants, certificates, or chips exchangeable for money by permittee, his or her agents or employees;

(4) That permittee will not and does not enter into any agreement, combine or understanding with any person whatsoever to the effect that either permittee, his or her agents or someone acting for and on behalf of himself as contractor or otherwise, will buy any gift, prize or award given or awarded to any participant in any game, or exchange any such gift, prize or award for money;

(5) That the permittee will keep posted on such machine a decal issued by the city indicating licensing of such machine;

(6) That, if there is any change of ownership in a proprietorship, a partnership or more than fifty percent of a corporation; owning, managing or otherwise responsible for the operation of such game, that a new permit shall be required forthwith.

Each of the conditions shall be incorporated in and made a part of each permit issued hereunder.
No person shall conduct, operate or maintain any such game, or permit, suffer or allow the conducting, operation or maintenance of any game in any manner or mode except in accordance with and in strict conformance with each and all of the conditions set forth in this section.
(Prior code § 4253.5)

§ 5.20.090. Permits—Nonissuance.

No person, firm or corporation shall be issued any permit hereunder if, within one year next preceding the date of filing the application for permit, any permit previously issued to applicant hereunder has been revoked, as provided in this chapter.
(Prior code § 4253.6)

§ 5.20.100. Permits—Revocation—Grounds.

No permit shall be issued hereunder, and any permit issued hereunder shall be revoked or suspended by the city council, if any of the following conditions exist or occur:

(1) That applicant for permit or the holder of any permit, as the case may be, has knowingly made any material misstatement in his or her application for permit;

(2) That the holder of any permit has violated the provisions of Sections **5.12.010** through **5.20.080**; or

(3) That any condition then exists which would have been grounds for denial of the application for permit;

(4) That it appears that the continued operation, maintenance or conducting of any such game will not comport with the public welfare;

(5) That the permittee expressly permits the public or patrons to use said licensed machine for gambling purposes;

(6) That the operation of said game has created a neighborhood nuisance of excessive noise, heavy traffic or gambling.

No permit shall be revoked for any cause until a public hearing has been held thereon, and permittee has been given five days' notice in writing of the time and place of such hearing.
Such notice may be given by depositing same in the United States mail in the city, postage prepaid, directed to the applicant at the address stated in his or her application or by delivering the same to permittee personally. Provided, that any permit may be suspended by the chief of police pending the holding of a public hearing as provided above, by the chief of police causing a written notice of such temporary suspension to be delivered to permittee personally or by depositing a copy of such notice of temporary suspension in the United States mail in the city, with postage prepaid thereon, directed to permittee at the address given in the application. A copy of such notice, however served, shall be delivered to the city council within twenty-four hours after the service of same. The action of the chief of police in such a case shall be passed upon by the

city council at its next regular meeting at which time the city council may continue the suspension in effect and order a public hearing thereon or dissolve the order.
(Prior code § 4253.7)

§ 5.20.110. Permits—Forthwith revocation.

If the permittee or any agent, employee or servant of permittee acting for and on behalf of such permittee in connection with the operation, maintenance or conduct of any game is convicted in any court of competent jurisdiction in the state, of having violated any law of the state prohibiting or regulating gaming or of having violated any ordinance of the city prohibiting gambling, all permits heretofore issued to such permittee shall be revoked by the city council forthwith upon the filing of a certified copy of final judgment of conviction of the court with the city council without hearing or previous notice.
(Prior code § 4253.8)

§ 5.20.120. Games prohibited by law.

No permit issued by the city council shall authorize the conduct of any game which is prohibited by the state **Penal Code** or any other law of the state or this code or any ordinance of the city and any permit issued in violation of the provision thereof shall be void.
(Prior code § 4253.9)

§ 5.20.130. Confiscation.

When any person has been convicted of or pleaded guilty to any violation of the provisions hereof, or of any law of the state, which offense involved the operation, use, maintenance or possession of any game or article prohibited hereby and declared to be a nuisance, then such game or article shall be destroyed by the chief of police after the plea or after the judgment of conviction has become final.
(Prior code § 4253.10)

§ 5.20.140. Remedies cumulative.

All remedies prescribed by the provisions of this chapter shall be cumulative.
(Prior code § 4253.11)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING JUNE 24-28, 2024, AS NATIONAL BOYS & GIRLS CLUB WEEK

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

SECTION 1: The City Council finds as follows:

A. The Boys & Girls Club of America had its origins in 1860 when four women (Mary Goodwin, Alice Goodwin, Elizabeth Hammersley, and Louisa Bushnell) organized their first Boys Club with the belief that boys who roamed the streets should have a positive alternative. This first Boys Club focused on capturing boys' interests, improving their behavior, and supporting their aspirations and goals.

B. Motivated by cultivating character development for youth and teens, several Boys Clubs decided to affiliate in 1906 and the Federated Boys Clubs was formed in Boston with 53 member organizations. This marked the start of a nationwide movement and their national organization.

C. In 1990, the national organization's name was officially changed to Boys & Girls Clubs of America to recognize the fact that girls are also a part of the cause. As of today, Boys & Girls Clubs of America serve over 3.3 million kids through memberships and community outreach programs in more than 5,200 Club facilities.

D. The Boys & Girls Clubs of America's mission is to enable all young people, especially those who need them the most, to reach their full potential as productive, caring, responsible citizens. Young individuals need safe, welcoming places where they can learn, grow, and thrive, and the Boys & Girls Clubs of America provides that access to life-shaping experiences.

E. National Boys & Girls Club Week has been celebrated since 1941 and recognizes the invaluable service all Clubs bring to our communities. These Clubs pave the road for great futures for every young person who enters their doors and this week encourages community members to visit their local Club and get involved.

F. Monterey Park is home to the Boys & Girls Club of West San Gabriel Valley which was established in 1972 by Dr. Friedrich Thomas. The Boys & Girls Club of West San Gabriel Valley has been a cornerstone of the community and provides a safe, structured environment for young people after school, during holidays, and on summer vacation.

G. Without safe and supervised after-school activities, boys and girls in every community are left to find their own recreation and companionship in the streets. Young people need to know that someone cares about them and the Boys & Girls

Club of West San Gabriel Valley has been offering these opportunities for more than 50 years in Monterey Park.

H. The Boys & Girls Club of West San Gabriel Valley is a safe place to learn and grow, all while having fun and promoting social, educational, health, leadership, and character development of boys and girls during critical periods of their lives.

I. The City Council of Monterey Park supports all youth and teens in reaching their full potential and is committed to promoting safe, positive, healthy, and inclusive environments that catalyze meaningful change.

J. The City Council of Monterey Park hereby proclaims June 24-28, 2024, as National Boys & Girls Club Week and encourages all community members to celebrate by observing and participating in nationwide activities that include engaging with their local Club, learning about their mission, and discovering various programs that promote building a brighter future for our youth.

SECTION 2: *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 3: *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 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of June 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING JUNE 23, 2024, AS THE 42ND ANNIVERSARY OF THE DEATH OF VINCENT JEN CHIN

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

SECTION 1: The City Council finds as follows:

A. June 23, 2024, marks the 42nd anniversary of the passing of Vincent Jen Chin, a United States citizen of Chinese descent who was tragically murdered in a racially motivated assault in Michigan during the deindustrialization of the Midwest.

B. During the economic recession in the early 1980s, the decline of the auto industry provoked resentment toward imported Japanese cars in Detroit which was the center of the automotive industry in the United States.

C. The economic challenges in Detroit resulted in strong anti-Japanese sentiments. Many American motor executives, politicians, unions, and autoworkers took out their frustration against anything and anyone they thought could be Japanese including acts of vandalism against Japanese cars, threats against Japanese car owners, disparaging signs, and attempts to burn the Japanese flag in protest.

D. Unfortunately, the animosity also extended to other Asian Americans who were lumped together as “perpetual foreigners” and invoked racial rhetoric that turned many to violence.

E. On June 19, 1982, Chin was chased down and beaten with a baseball bat by two men who accused him of being responsible for the loss of automobile manufacturing jobs in the United States while celebrating his upcoming wedding with friends in the Detroit area. Chin was rushed to a hospital and was comatose on arrival, however, he never regained consciousness and died four days later on June 23, 1982.

F. Chin’s killers were found guilty of manslaughter and sentenced to three years of probation and a $3,000 fine, never serving a day in jail for Chin’s murder.

G. The tragedy of Chin’s death became a primary catalyst for a unified, pan-ethnic Asian American and Pacific Islander (AAPI) movement and united people from all communities to fight against hate. The lessons of building solidarity and unity to obtain justice for Chin brought people together to counter division and hate and inspired older and younger generations to demand positive change.

H. Today, the fight against anti-Asian hate continues, but also includes other ongoing issues that affect the AAPI community such as profiling, xenophobia, bullying, immigration, and negative media portrayals.

I. According to the Federal Bureau of Investigation (FBI), hate crimes reported by law enforcement agencies rose from more than 8,000 in 2020 to nearly 11,000 in 2021. Anti-Asian hate crimes increased by 124% in 2020 and 339% in 2021.

J. Although the FBI has reported a 33% decrease in anti-Asian hate crimes for the first time from 2021 to 2022, anti-Asian hate continues to this day. Community members are urged to continue to raise awareness of anti-Asian hate crimes and to increase tolerance, safety, and belonging among the AAPI community.

K. The City of Monterey Park recognizes the significance of Vincent Chins' death as an important time to reflect on the dangers of xenophobia and scapegoating of Asian and Asian-American communities. Chin's death left an immense impact on Asian American communities locally and nationwide and the City of Monterey Park encourages the public to foster dialogue, share resources, and learn more about what they can do to combat anti-Asian hate.

L. The City Council of Monterey Park mourns all those who have lost their lives to anti-Asian hate and declares and recognizes June 23, 2024, as the 42nd anniversary of the passing of Vincent Jen Chin.

SECTION 2: *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 3: *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 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of June 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk