

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

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

**Wednesday
November 2, 2022
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.

GENERAL INFORMATION

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

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

PUBLIC PARTICIPATION

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

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

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Fire Explorers**

ROLL CALL **Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- City Clerk's Office
- Fire Department
- Library Services
- Police Department
- Recreation and Community Services Department

[1.] PRESENTATION – None.

[2.] OLD BUSINESS – None.

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

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

It is recommended that the City Council consider:

- (1) Adopting a resolution to record a Notice of Nuisance Abatement Lien; and/or
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

3-B. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION FOR THE TERM OF JULY 1, 2022 TO JUNE 30, 2023

It is recommended that the City Council consider:

- (1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Firefighters' Association ("MPFFA"). The MPFFA represents the Firefighters, Fire Engineers, and Fire Captains in the Monterey Park Fire Department;
- (2) Authorizing budget appropriation of approximately \$337,134 from the General Fund and \$270,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
- (3) Taking such additional, related, action that may be desirable.

3-C. CONSIDERATION OF MAP. NO. 82847 FOR A SINGLE LOT SUBDIVISION (CONDOMINIUM PURPOSES) TO FACILITATE AN TWO-UNIT RESIDENTIAL DEVELOPMENT, LOCATED AT 601 W EMERSON AVE

It is recommended that the City Council consider:

- (1) Adopting a resolution approving Parcel Map No. 82847;
- (2) Accepting a 15-foot corner radius property line dedication at the northwest intersection of West Emerson Avenue and North Moore Avenue for street and public utility purposes;
- (3) Authorizing the Public Works Director, or designee, to sign Parcel Map No. 82847;
- (4) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development).

3-D. HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES – AWARD OF PUBLIC WORKS CONTRACT TO CARRIER CORPORATION

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 Carrier Corporation of Industry, CA in the contract amount of \$329,001 for the HVAC Improvements at Various City Facilities project;
- (2) Authorizing the Director of Public Works to approve change orders and contingency up to \$16,450, or 5% of the contract amount;
- (3) Appropriating an additional \$95,451 from the American Rescue Plan Act Fund for this project; and
- (4) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

3-E. MODIFICATION TO AGREEMENT NO. 2077-A WITH MOBILE SOURCE AIR POLLUTION REVIEW COMMITTEE (MSRC) AND PURCHASE OF A CNG ASPHALT TRUCK

It is recommended that the City Council consider:

- (1) Authorizing the City Manager or designee to submit a request for modification to Agreement No. 2077-A with Mobile Source Air Pollution Review Committee (MSRC) for the purchase of a CNG Asphalt Truck;
- (2) Authorizing the purchase of a CNG Asphalt Truck from PC Loader, through Sourcewell Contract No. 052417-PBL;
- (3) Appropriating \$327,405 from the AQMD 2766 Subvention Fund (247) for the purchase of this vehicle; and
- (4) Taking such additional, related, action that may be desirable.

3-F. PROFESSIONAL SERVICE AGREEMENT WITH AKM CONSULTING ENGINEERS FOR ON-CALL ENGINEERING SERVICES

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a 3-year professional service agreement with AKM Consulting Engineers, to provide On-Call Engineering Services, in a form approved by the City Attorney; and
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF AN ORDINANCE (ZONING CODE NO. 22-01) ADDING CHAPTER 21.19 (INCLUSIONARY HOUSING) TO TITLE 21 (ZONING) OF THE MONTEREY PARK MUNICIPAL CODE TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT; AND ADOPTION OF A RESOLUTION ESTABLISHING AN IN-LIEU INCLUSIONARY HOUSING FEE CALCULATION

It is recommended that the City Council consider:

- (1) Opening a public hearing and taking testimonial and documentary evidence;
- (2) After closing the public hearing and considering the evidence submitted during that public hearing:
 - a. Introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 (Inclusionary Housing) to Monterey Park Municipal Code Title 21 (Zoning) to implement the Monterey Park Housing Element
 - b. Adopt Resolution No. _____ establishing an in-lieu inclusionary housing fee calculation; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; "CEQA") and its implementing guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, the "CEQA Guidelines"), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance or Resolution may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a "project" as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378). The notice of exemption prepared for this project is contained in Attachment 4.

4-B. PUBLIC HEARING AND ADOPTION OF A RESOLUTION AUTHORIZING THE APPLICATION AND RECEIPT OF GRANT FUNDS FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM THROUGH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

It is recommended that the City Council consider:

- (1) Opening the continued public hearing to receive testimonial and documentary evidence;
- (2) After closing the public hearing and considering the evidence, adopt a Resolution authorizing the City Manager, or designee, to apply for and accept grant funding in the amount of \$1,913,226 from the California Department of Housing and Community Development's Permanent Local Housing Allocation Program;
- (3) Authorize the City Manager, or designee, to prepare and transmit the final documents to the California Department of Housing and Community Development ("HCD");
- (4) Authorize the City Manager or designee to execute and submit the Standard Agreement for this grant, including amendments, in a form approved by the City Attorney;
- (5) Authorize the City Manager or designee to take all actions necessary or desirable implement the proposed Permanent Local Housing Allocation Program five-year plan;
- (6) Authorize City Manager or designee to appropriate \$814,496 to the FY22-23 budget; and
- (7) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO READ BY TITLE ONLY, WAIVE FURTHER READING, AND INTRODUCE ORDINANCE AMENDING TITLES 16 AND 17 OF THE MONTEREY PARK MUNICIPAL CODE BY ADOPTING THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE AND THE MONTEREY PARK AMENDMENTS TO THE CALIFORNIA BUILDING STANDARDS CODE; SET PUBLIC HEARING FOR NOVEMBER 16, 2022

It is recommended that the City Council consider:

- (1) Reading by title only, waiving further reading, and introducing the proposed Ordinance;
- (2) Scheduling a public hearing on November 16, 2022 for the second reading and adoption of the Ordinance; and/or
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the proposed Ordinance affects commercial development or businesses and is not subject to further review under CEQA for the following reasons: (1) the Ordinance is an action being taken for enhanced environmental protection (14 Cal. Code Regs. § 15308); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). The notice of exemption prepared for this project is contained in Attachment 2.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3A

TO: Honorable Mayor and City Council
FROM: Joaquin Vazquez, Deputy City Attorney
SUBJECT: Consideration and possible action to adopt a resolution to record a Notice of Nuisance Abatement Lien against certain property in the City (APN 5254-002-031).

RECOMMENDATION:

It is recommended that the City Council consider:

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

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

Adopting the attached resolution will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (APN 5254-002-031) (the "Property") owned by Center Int'l Investments, Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of \$2,665,405.63. This will be the third lien on the Property for the time period of July 1, 2022 and September 30, 2022. After recording this lien, the liens against the Property will total \$8,355,236.17.

BACKGROUND AND DISCUSSION:

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

The City Council twice previously (on May 4, 2022 and August 1, 2022) authorized the Property to be liened for City nuisance abatement cost recovery. On September 30, 2022, Management Services Director Martha Garcia sent correspondence attached to the proposed Resolution demanding CII's payment of \$2,665,405.63 to the City in abatement costs for Quarter 3 of 2022. This is in addition to the \$5,689,830.54 already liened against the Property. The City has not received any payments from CII. After recording this lien, the total amounts liened against the Property is \$8,355,236.17.

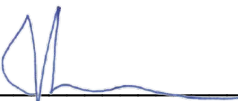
Pursuant to MPMC § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a subject property. The attached Resolution authorizes the City to record a Notice of Nuisance Abatement Lien against the Property. Under California law, the notice,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

FISCAL IMPACT:

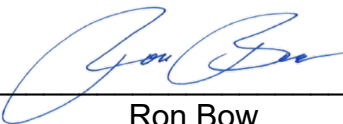
The resolution will allow the City to impose a lien on the Property in the amount of \$8,355,236.17. This is the first of several notices that will be brought to the City Council for consideration.

Respectfully submitted by:

Approved by:

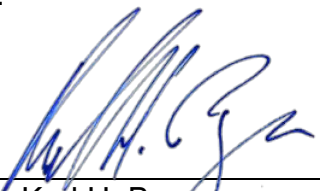


Joaquin Vazquez,
Deputy City Attorney



Ron Bow
City Manager

Approved by:



Karl H. Berger,
City Attorney

Attachment:

1. Resolution with exhibits

ATTACHMENT 1

Draft Resolution with exhibits

RESOLUTION NO.

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

The City Council does resolve as follows:

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

- A. Center Int'l Investments, Inc. ("CII") is the record owner of the real property described as Los Angeles County assessor's parcel number 5254-002-031 (the "Property"), which is located in the City of Monterey Park (the "City").
- B. Despite years of City efforts to cause CII to remediate the dangerous hillside slope conditions on the Property, CII failed to make the Property safe despite its promise to do so via settlement agreement with the City and the People of the State of California (the "Settlement Agreement") in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* (filed December 31, 2015) LASC Case No. BC605788.
- C. The Settlement Agreement authorizes the City, on behalf of the People, to enter the Property, without additional CII consent, to remediate the Property's nuisance conditions upon CII's failure to timely develop the Property and abate the nuisance, at CII's sole cost (Settlement Agreement § 2.A.vii, first amendment; § 2.b.5, second amendment).
- D. Pursuant to Resolution Nos. (collectively, the "Emergency Resolutions") 12255 (adopted June 16, 2021), Resolution No. 2022-R22 (adopted April 20, 2022), 2022-R34 (adopted May 18, 2022), and Resolution No. 2022-R63 (Adopted August 1, 2022), the City is exercising emergency powers to abate a public nuisance on the Property in accordance with the Settlement Agreement in the civil case referenced in paragraph B, above. This abatement is identified as the Goodviews Abatement Project ("GAP").
- E. Due to CII's ongoing failure to reimburse the City for costs incurred as a result of the GAP, as required under the Settlement Agreement, Management Services Director Martha Garcia sent correspondence dated September 30, 2022 demanding CII's payment of \$2,665,405.63 for the time period between July 1, 2022 and September 30, 2022, establishing a total of \$8,355,236.17 in GAP costs owed to the City by CII. A true and correct copy of that correspondence is attached as Exhibit "A," and incorporated by reference.

- F. Pursuant to Monterey Park Municipal Code (“MPMC”) § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a subject property.
- G. The City Council approves the recordation of a lien against the Property through the Notice of Nuisance Abatement (“Notice”) attached as Exhibit “B,” and incorporated by reference. After recording this lien, the liens against the Property will total \$8,355,236.17.
- H. CII agreed to waive its notice and hearing rights in § 7 of the first amendment to the Settlement Agreement

SECTION 2: Approval; Direction.

- A. The City Council approves the Notice and finds that it is true and correct.
- B. The City Council directs the City Clerk to submit the Notice with the Los Angeles County Recorder for recordation, pursuant to Government Code § 38773.1(c) and MPPC § 4.30.150(c).

SECTION 4: Severability. If any part 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 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.

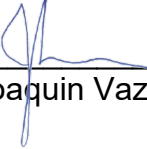
PASSED AND ADOPTED this 2nd day of November, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Joaquin Vazquez, Deputy City Attorney

Attachments:

Exhibit A: September 30, 2022 Demand letter for City GAP costs

Exhibit B: Notice of Nuisance Abatement Lien

EXHIBIT “A”
SEPTEMBER 30, 2022 DEMAND LETTER FOR
CITY GAP COSTS

CITY OF MONTEREY PARK

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



City Council

Henry Lo
Hans Liang
Peter Chan
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

September 30, 2022

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

Re: NOTICE OF ABATEMENT COSTS
Property: 1688 West Garvey

To Whom It May Concern:

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

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

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

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

This is a demand for payment in the amount of \$2,665,405.63. This is in addition to the previously demanded \$5,689,830.54 which remains unpaid and is accruing interest at 10% per annum. Payment must be made not later than October 30, 2022. Failure to pay by that date will cause the City to charge interest at the statutory rate on this outstanding amount (along with the unpaid amount). Additionally, the City will take action to collect its abatement

costs in any manner allowed by law, including collection by special assessment or nuisance abatement lien (see MPMC § 4.30.150)

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

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martha Garcia', with a long horizontal flourish extending to the right.

Martha Garcia
Management Services Director

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

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

Process/ Invoice Date	Reference	Project#	Invoice#	CR & CK#	Amount	Payments/ Reversal	Balance
12/31/21	Beacon Intergrated Professionals	64004	201366	CK108787	(406.00)	(406.00)	(406.00)
06/30/22	C.A. Rasmussen Inc.	64004	3393	CK108614	(836,567.67)	(836,567.67)	(836,973.67)
07/31/22	C.A. Rasmussen Inc.	64004	3430	CK109154	(855,284.76)	(855,284.76)	(1,692,258.43)
08/31/22	C.A. Rasmussen Inc.	64004	3473	CK109486	(109,526.45)	(109,526.45)	(1,801,784.88)
06/30/22	C.A. Rasmussen Inc. - 5% Retention	64004	Various		(289,278.75)	(289,278.75)	(2,091,063.63)
09/28/22	City Expenses - Legal Fees	64004	Various		(16,130.00)	(16,130.00)	(2,107,193.63)
09/26/22	City Expenses - Management Services	64004	11034	CK109254	(475.83)	(475.83)	(2,107,669.46)
07/25/22	Development Review / Phoenix Civil Engineer	73008	22197	CK108801	(2,205.00)	(2,205.00)	(2,109,874.46)
06/15/22	Development Review / Phoenix Civil Engineer	73008	22135	CK108733	(7,472.50)	(7,472.50)	(2,117,346.96)
09/01/22	Development Review / Phoenix Civil Engineer	73008	22221	CK109448	(7,840.00)	(7,840.00)	(2,125,186.96)
09/12/22	Development Review / Phoenix Civil Engineer	73008	22249	CK109554	(6,860.00)	(6,860.00)	(2,132,046.96)
07/15/22	Geosyntec Consultants, Inc.	64004	21478576	CK108979	(115,428.70)	(115,428.70)	(2,247,475.66)
08/15/22	Geosyntec Consultants, Inc.	64004	21481662	CK109181	(4,293.19)	(4,293.19)	(2,251,768.85)
08/15/22	Geosyntec Consultants, Inc.	64004	21481661	CK109181	(63,752.93)	(63,752.93)	(2,315,521.78)
06/30/22	Geosyntec Consultants, Inc.	64004	21476281	CK108487	(3,635.39)	(3,635.39)	(2,319,157.17)
06/30/22	Geosyntec Consultants, Inc.	64004	21476280	CK108487	(80,210.17)	(80,210.17)	(2,399,367.34)
07/15/22	Geosyntec Consultants, Inc.	64004	21478577	CK109515	(9,138.82)	(9,138.82)	(2,408,506.16)
09/16/22	Geosyntec Consultants, Inc.	64004	21485063	Pending	(59,647.13)	(59,647.13)	(2,468,153.29)
09/16/22	Geosyntec Consultants, Inc.	64004	21485064	CK109515	(2,862.19)	(2,862.19)	(2,471,015.48)
06/30/22	KCM Group	64004	11957	CK108995	(39,668.85)	(39,668.85)	(2,510,684.33)
07/31/22	KCM Group	64004	11986	CK109260	(12,525.18)	(12,525.18)	(2,523,209.51)
07/31/22	KCM Group	64004	11986	CK109260	(65,479.83)	(65,479.83)	(2,588,689.34)
08/31/22	KCM Group	64004	12003	CK109531	(45,788.79)	(45,788.79)	(2,634,478.13)
01/15/22	L.A. County Sandbags	73008	21-M11172	CK105878	(28,207.50)	(28,207.50)	(2,662,685.63)
09/19/22	Burke, Williams & Sorensen	64004	290188	CK109533	(2,720.00)	(2,720.00)	(2,665,405.63)
						-	(2,665,405.63)
						-	(2,665,405.63)
Balance Due					(2,665,405.63)	(2,665,405.63)	

EXHIBIT “B”
NOTICE OF NUISANCE ABATEMENT LIEN

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

No fee per Government Code § 27383

NOTICE OF NUISANCE ABATEMENT LIEN

NOTICE IS HEREBY GIVEN that, pursuant to Government Code § 38773.1 and Monterey Park Municipal Code § 4.30.150, the City of Monterey Park ("City") seeks to impose a nuisance abatement lien against the real property ("Property") described below for the City's unreimbursed costs incurred in abating a public nuisance under a duly issued judicial abatement warrant. The Monterey Park City Council ordered the imposition of a nuisance abatement lien through its adoption of Resolution No. XXX on November 2, 2022 (attached as Exhibit "A"). Pursuant to a settlement agreement by and among the City the People of California, and the owner of the Property in the civil litigation captioned, *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* (LASC Case No. BC605788), the Property owner agreed to waive its notice and hearing rights in § 7 of the first amendment to such settlement agreement, which is on file with the City Clerk.

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

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

Lien amount	\$2,665,405.63
Agency on whose behalf the lien is imposed	City of Monterey Park
Property assessor's parcel number	5254-002-031
Property legal description	LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
Address associated with Property	No known address associated with the Property pursuant to Los Angeles County property and title records
Property record owner	Center Int'l Investments Inc., a California Corporation
Property owner address	846 East Garvey Avenue, #D, Monterey Park, CA 91755

Signed the __day of November 2022.

CITY OF MONTEREY PARK

Ron Bow, City Manager

(NOTARIZED SIGNATURE REQUIRED)

EXHIBIT "A"
TO NUISANCE ABATEMENT LIEN

CERTIFIED MONTEREY CITY PARK
RESOLUTION NO. **XX**



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Christine Tomikawa, Director of Human Resources and Risk Management
SUBJECT: Resolution approving the Memorandum of Understanding between the City and the Monterey Park Firefighters' Association for the term of July 1, 2022 to June 30, 2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Firefighters' Association ("MPFFA"). The MPFFA represents the Firefighters, Fire Engineers, and Fire Captains in the Monterey Park Fire Department;
2. Authorizing budget appropriation of approximately \$337,134 from the General Fund and \$270,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park ("City") and MPFFA met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2022 to June 30, 2023.

BACKGROUND:

MPFFA's current MOU term is valid from July 1, 2018 to June 30, 2022. On October 11, 2022 MPFFA's representatives agreed to the following terms and conditions:

- One year agreement – July 1, 2022 to June 30, 2023
- Base salary increase – 2% cost of living adjustment to base salary effective retroactively to the first full pay period when the MPFFA ratified the agreement terms and after Council approval of this MOU.
- Article 19 – Educational Incentive Pay increase monthly contribution for qualified employees:
 - Increase Associate's degree or 60 units of college credit pay from \$135/mo. to 2% of base salary per month.
 - Increase Bachelor's degree pay from \$275/mo. to 5% of base salary per month.
 - Increase Master's degree pay from \$325/m. to 6% of base salary per month.
- Article 22 – Longevity Pay

- Increase monthly pay from \$100/mo. to 4.5% of base salary after completion of 20 years of continuous safety service with the City.
 - Increase monthly pay from \$350/mo. to 9% of base salary after completion of 25 years of continuous safety service with the City.
- Article 27 – 401(a) Plan/Deferred Compensation Plan
 - Tier 2 – New Members (PEPRA) – increase City contribution of \$185/mo. to 3% of monthly base salary to 401(a) Plan.
- Modification to MOU language for:
 - Article 8 – Irrevocable election method for all discretionary leave cash out(s)
- Essential Worker Premium Pay – non-PERSable lump sum of \$6,000 per employee covered by the MPFFA MOU, who was employed in the unit prior to March 31, 2021 and is still employed in this unit on the date of distribution. To be distributed with the first payroll distribution after Council adoption of this MOU.

FISCAL IMPACT:

The total cost of the MOU is estimated at a total of \$607,134. An Authorized budget appropriation of approximately \$337,134 from the General Fund and \$270,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year is required.

Respectfully submitted by:



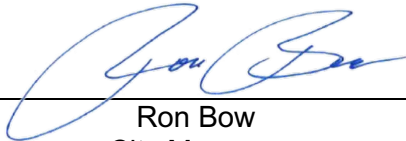
Christine Tomikawa
Director of Human Resources and
Risk Management

Review by:



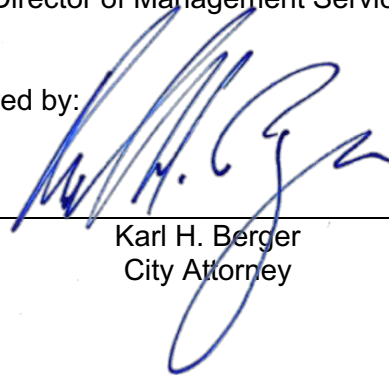
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Monterey Park Firefighters' Association MOU – redline version
2. Monterey Park Firefighters' Association MOU – clean version
3. Proposed MOU Resolution

ATTACHMENT 1

Monterey Park Firefighters' Association
Memorandum of Understanding – Redline version



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

**THE MONTEREY PARK FIREFIGHTERS'
ASSOCIATION**

(JULY 1, 2022¹⁸ – JUNE 30, 2023²)

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
And
THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION
(48 Month Agreement: July 1, 2022¹⁸ – June 30, 2023²²)

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 *et seq.*). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Firefighters' Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

- A. The wages, hours and working conditions specified in this Memorandum shall constitute the wages, hours and working conditions for the term of this Agreement.
- B. This agreement may be expanded further by the addition of provisions involving mandatory subjects of negotiations from 1) the City Personnel Rules and Regulations, 2) the Fire Department Rules and Regulations, and 3) the disciplinary procedures. Representatives of the City and the Recognized Employee Organization will meet as necessary to identify the above provisions and redraft them, if necessary, for incorporation into this Memorandum of Understanding. Upon completion of the committee review process, the negotiating parties will meet and attempt to agree upon the new provisions. Any agreements will be incorporated thereafter by reference into this Memorandum of Understanding. If no agreement is reached, the status quo will be continued, and there will be no incorporation into the M.O.U.

ARTICLE 2 - RECOGNITION

- A. The Monterey Park Firefighters' Association is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Firefighter, Fire Engineer, and Fire Captain.
- B. The City acknowledges the Recognized Employee Organization as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer and promote or lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to determine and change methods or operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the processes and materials to be employed.

ARTICLE 4 - EMPLOYER AND/OR EMPLOYEE RELATIONS

- A. During the life of this Memorandum, all employees as described above in Article 2, Section A, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.
- B. Members of the Recognized Employee Organization may, by any reasonable method, select six (6) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employees shall be deducted from earned wages or salaries each pay period. The City shall forward to the Recognized Employee Organization during the succeeding week all dues and/or initiation fees deducted from the employees.
- D. The Recognized Employee Organization shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provisions as set forth in Section C above.
- E. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.
- F. Such individuals, after being excused from their regularly assigned duties by the

Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this Memorandum.

- G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.
- H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

- A. Recognized Employee Organization recreational and social activities.
- B. Recognized Employee Organization election notices and results.
- C. Recognized Employee Organization meetings and events.
- D. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Fire Chief or representative.
- E. No information shall be placed upon a Fire Station bulletin board if it contains personal attacks upon any City employee or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Recognized Employee Organization hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section A, the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of the work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by the Association or an Association member that a specific term of the MOU has been violated.
2. Disciplinary action consisting of one work shift suspension or less (or the money equivalent to such action) shall not be subject to arbitration and shall be resolved at Level III. The City Manager appeal shall not be an evidentiary hearing and shall follow the procedures for conducting a Skelly hearing. However, in any case where an employee is subject to two or more 1-work shift suspensions in any twelve consecutive month period, then the second such suspension and any thereafter within a twelve consecutive month period shall be subject to arbitration in the same manner as are other arbitrable disciplinary matters.
3. Except as provided above, a "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations.

The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as disciplinary action by Rule XV of the City Personnel Rules and Regulations. A disciplinary grievance shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

4. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the Public Employment Relations Board.
5. A "grievant" is any unit member or Recognized Employee Organization on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this Memorandum, or a punitive disciplinary action.
6. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Time limits for appeal provided at any level of this procedure shall begin

the first day following receipt of the written decision by the grievant and/or the Recognized Employee Organization. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Recognized Employee Organization, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Recognized Employee Organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Recognized Employee Organization, which may include the attorney of the Recognized Employee Organization.
6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.
7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

2. Level II - Formal Written Grievance

- a. If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.
- b. The Fire Chief or designated representative shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits either party may request a personal conference.

3. Level III - Appeal to the City Manager

- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

- a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Recognized Employee Organization for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Recognized Employee Organization shall inform the City, in writing, of its intent to arbitrate. The Recognized Employee Organization and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the

striking shall be determined by lot.

- b. The arbitrator shall, within thirty (30) days, unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The City and the Recognized Employee Organization agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- e. After a hearing and after both parties has had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day, period either party may request, in writing, a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.
- g. The fees and expenses of the arbitrator shall be shared equally by the City and the Recognized Employee Organization. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen

forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 8 - VACATIONS AND HOLIDAYS

I. PREAMBLE

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. The maximum vacation accrual is 312 hours.
2. With the approval of the 2011-12 MOU, employees with existing vacation hours had hours placed in Vacation Bank No. 1. No additional hours accrue to Vacation Bank No. 1.

At the same time, Vacation Bank No. 2 was established. Vacation accrual from the establishment of Vacation Bank No. 2 was placed in Vacation Bank No. 2 with a maximum accrual cap of 312 hours.

3. Once the vacation hours in Bank No. 2 reach 312 hours, additional vacation (above the maximum) shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they would have been earned.
4. Vacation usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.
5. Effective July 1, 1994, every full time sworn member of the Fire Department shall accrue vacation with pay as follows:

<u>Commencement of Year of Service</u>	<u>Accrual Rate</u>
0 through and including 7	6 shifts per year
8 through and including 9	7 shifts per year
10 through and including 13	9 shifts per year
14 through and including 15	10 shifts per year
16 through and including 17	11 shifts per year
18 through and including 19	12 shifts per year
20 plus	13 shifts per year

6. Sworn Fire Members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 8 shifts (192 hours) of vacation

time. The effective date(s) of any such cash-out to be determined by the employee.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out up to 8 shifts (192 hours) that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

B. HOLIDAYS

1. Effective upon implementation of the 2004-06 MOU, Association members shall commence accruing twelve (12) holiday hours per month. Any holiday time accrual above twenty-four (24) hours shall be automatically cashed out as part of the first pay period following December 1st of each year.

Use of said holiday time shall be governed by Article 8(c) of this MOU.

C. Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks

1. Unless otherwise approved in writing by the Fire Chief and/or his/her designee, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total service) applicant.

ARTICLE 9 - SICK LEAVE

- A. Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of twelve hours for each full calendar month of continuous employment with the City, including time served in probationary status.

Effective the pay period that includes January 1, 2019, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight (48) hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 16 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month.

- B. Sick leave is paid leave from work that can be used for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or

sibling; or

For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

- C. Light Duty Eligibility - Subject to the one exception described herein, light duty (modified duty) shall be made available only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for light (modified) duty.
- D. In those instances where an employee had accumulated sick hours on or before implementation of the 2011-2012 MOU, the employee was subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before implementation of the 2011-2012 MOU. The number of sick hours contained within Bank No. 1 shall not increase.
- E. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after implementation of the 2011-2012 MOU shall be deposited in Bank No. 2 but in no case shall said accumulation in Bank 2 exceed 800 hours.
- F. Sick usage ~~or cash-out~~ in accordance with this Article shall first be deducted from Bank No. 2.
- G. The employee shall notify the on-duty Division Chief or his/her designee at least one hour before the beginning of the assigned shift, or when the need for leave is foreseeable. When absence is for more than three consecutive shifts, the employee may be requested to provide the supervisor with a physician's certificate indicating the need for leave. A supervisor may require an employee to submit a physician's statement of illness regardless of the length of an employee's period of absence, if the supervisor has reason to question the validity of the employee's sick leave request.
- H. The City Manager, or designee, may require an employee to submit to a City-paid fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when there is significant evidence that:
 - 1. The employee's ability to perform one or more essential functions of his or her job has declined; or
 - 2. Could cause a reasonable person to question whether an employee is still

capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

- I. Refusal of any employee to submit to such medical examination shall constitute insubordination and grounds for disciplinary action.

- J. Sick Leave Cash Out

The following sick leave cash out plan shall be implemented:

SICK LEAVE BANK 1:

1. Upon the service or disability retirement of an employee, the City will pay to the employee an amount equal to 33.31% of the individual employee's accumulated sick leave account in Bank 1. Payment will be made at the employee's then current rate of pay.
2. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City's life insurance program, an amount equal to 33.31% of the employee's accumulated sick leave balance in Bank 1. Payment will be made at the employee's current rate of pay.

SICK LEAVE BANK 2:

Upon the service or disability retirement, an employee with 10 or more year's service may cash out accrued Bank 2 sick leave at the rate of 16 hours for every one year (12 months) of City service.

- K. Sick Leave Usage:
Employees absent from a partial day due to sick will use one hour for each hour of sick leave to cover the absence. An employee absent from a full shift shall use twenty-four (24) hours to cover all hours of the shift when they were absent.

ARTICLE 10 - BEREAVEMENT LEAVE

- A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed the number of shifts required to provide three calendar days off. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to the number of shifts required to provide a total of five calendar days. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
- B. Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, and grandchildren, brother, brother-in-law, sister or sister-in-law or the employee.

ARTICLE 11 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee covered by this Agreement may be granted emergency sick leave or family sick leave at the discretion of the Fire Chief, or as otherwise required by law, whenever serious illness or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed the number of shifts occurring within a seven consecutive calendar day period per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave the employee shall obtain prior verbal approval from the Fire Chief or his/her authorized representative.

ARTICLE 12 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 13 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

ARTICLE 14 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park, except as modified herein.

- A. When an employee maintains a non-paid employment status, the City shall make no premium or other contributions to insurance coverage except as may be required by law as it, from time to time exists. In such case, the employee shall be required to deposit any and all insurance premiums with the City for remittance by the City to their carrier.
- B. Subject to the requirements of the law, a leave of absence without pay shall not exceed the cumulative total of 180 calendar days during the entire term of an individual's employment, and any such leave of absence without pay shall be preceded by exhaustion of all accrued paid leaves of absence except as noted in Article 16 – Health Insurance, Section III, Long Term Disability. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 15 - UNIFORM ALLOWANCE

I. STATION UNIFORMS

- A. The uniform allowance shall be eight hundred and six dollars (\$806.00). The City shall continue its credit/retail account program with a retail outlet to be determined by the City. Due to the CalPERS monthly reporting requirement change, the uniform allowance benefit amount will be reported 1/12th per month to CalPERS for “classic” employees and the City and employee shall be debited their respective CalPERS contributions. The employee will be required to use the approved City vendor for the purchases of their indentified uniform apparel. The uniform apparel that this uniform allowance represents as follows: Three NFPA approved shirts (with patches) and pants, one NFPA approved jacket (with patches), and one standard belt and buckle.
- B. The City shall replace any station uniform damaged or destroyed as a proximate result of performing the duties of a Firefighter, upon prior approval of the Battalion Chief and in accordance with Fire Department procedures.
- C. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

II. SAFETY GEAR

- A. The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:
 - 1. Turn-out boots, trousers, and coat
 - 2. Gloves and goggles

3. Helmet
 4. Brush jacket
 5. Safety Shoes
 6. Flashlights
 7. Breathing apparatus
 8. Infectious disease protective clothing
- B. Any Unit employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.
- C. The City shall enter into a bulk-cleaning contract with a vendor to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance for Full-Time Employees

The City's monthly contribution to the Cafeteria plan for active employees is one thousand two hundred fifty dollars (\$1250). The Cafeteria plan contribution for active employees includes the PEMHCA minimum for employer contribution as identified annually by CalPERS. The PEMHCA minimum for 2018 is \$133 per month.

Effective the beginning of the pay period following July 1, 2018, the City's contribution to the Cafeteria plan for active employees will increase by ninety dollars (\$90) per month for a total monthly contribution of one thousand three hundred forty dollars (\$1340). Effective the beginning of the pay period following July 1, 2019, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand three hundred seventy-five dollars (\$1375). Effective the beginning of the pay period following July 1, 2020, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand four hundred ten dollars. Effective the beginning of the pay period following July 1, 2021, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand four hundred forty-five dollars. The Cafeteria plan contribution for active employees includes the PEMHCA minimum employer contribution which will be \$136 per month in 2019 and will be adjusted thereafter in accordance with the City's contribution amount set by CalPERS.

To the extent permitted by law (and CalPERS) employees may continue to enroll in the Local 1014 plan and use the City contribution toward insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

1. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify annually that he/she has coverage through another insurance plan that is not an individual plan

or coverage under an Exchange/marketplace, on a form to be provided by the City. This provision does not apply to employees who purchase insurance through the Local 1014 plan.

2. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

B. Retiree Medical Benefits Offered to Those Individuals Hired On or Before December 31, 2015

1. Those individuals who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC under PEMHCA (single party and dependent coverage). The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth within this section. Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.
2. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to \$346/month toward the purchase of medical insurance (single party and dependent coverage)
3. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to \$411/month toward the purchase of medical insurance (single party and dependent coverage).

C. Retiree Medical Benefits Offered to Those Individuals Hired On or After January 1, 2016

1. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section B above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC provided under PEMHCA (See Section A above).

D. Group Dental Plan

The City's current contribution to the dental plan for active employees is ninety-five dollars (\$95).

E. Vision Insurance Plan

The City will pay up to \$20/month for the employee and qualified dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. The deductible shall be \$10.00/exam; \$20.00/frame and lenses

F. Long Term Disability

The City's contribution is up to twelve dollars (\$12.00) per month per employee toward the Fire Association's existing Long Term Disability Plan known as the California Association of Professional Firefighters-Long Term Disability Plan (Plan Identification Number PN 100-101). Any premium cost in excess of \$12.00 shall be paid solely by the employee; any premium cost less than \$12.00 shall accrue to the City. Approved use of the Long Term Disability Plan shall be preceded by exhaustion of all accrued paid sick leave. The Firefighters' Association will continue to be responsible for the administration of the Plan.

G. Life Insurance

1. The City provides each employee covered by this Agreement a term life insurance policy in the amount of \$50,000.
2. Additional supplemental insurance may be purchased by the employee in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's gross salary. Any premium costs for the additional supplemental insurance shall be paid solely by the employee.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

- A. Beginning January 2019, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan ("RHSP") as described in this Section.
- B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.
1. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.
- C. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employee's RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equally 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).
- D. Contributions to the RHSP are 100% vested.
- E. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

- F. Participants are allowed to self-direct all account assets into one of more of the investment options available within the RHSP.
- G. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.
- H. Unit employees, whether active or terminated, may not transfer their RSMP account to a similar plan not sponsored by the City.
- I. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rata basis.
- J. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.
- K. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Any change shall not affect any contributions that have vested under Section C above.

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement will be paid according to the following schedule:

Tuition fee reimbursement is established at 100% of tuition costs for attendance at a California State University campus not to exceed the cap of \$2,000 annually. Enrollment cost reimbursement is subject to approval by both the Fire Chief and the Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and the Director of Human Resources/Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and the Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and the Director of Human Resources/Risk Management shall be final. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-

hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay, which provides additional compensation as follows:

- A. \$135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- B. \$275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- C. \$325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. The above amounts shall not be cumulative.
- E. In addition, possession of a Company Officers Certification shall allow an employee to be compensated at \$60 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted.
- F. Effective the beginning of the pay period following June 30, 2017, an employee in possession of a Chief Officer certification will be compensated with \$60 per month.

G. Beginning with the first day of the pay period in which the Recognized Employee organization ratifies the tentative agreement setting forth the changes in this MOU, sections A, B and C of this Article shall be ineffective and replaced with the following non-cumulative payment amounts:

1. Additional compensation per month of 2% of base salary for an employee with an Associate's degree or 60 units of college credit from an accredited academic institution as described above in any major.

2. Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

3. Additional compensation per month of 6% of base salary for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

ARTICLE 20 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 21 - RETIREMENT BENEFITS

- A. Retirement benefits are provided by the Public Employees' Retirement System (PERS). The 3% @ 55 retirement program for classic employees which includes one year final compensation (single highest year); Level 4 1959 Survivor's Benefit (any resultant CalPERS cost increase designated as constituting employee costs associated with providing Level 4 – Survivor Benefit shall be borne by the employee); Post Retirement Survivor Continuance Benefit; Level 4 – Survivor Benefit; and Military Service Credit as Public Service.
- B. The parties hereto agree that the provisions of this Article are not intended to and shall not constitute a waiver of any rights the Recognized Employee Organization or its members may have in accordance with Monterey Park Municipal Code Section 2.40.040.
- C. “Classic” employees pay their 9% member contribution. Effective the payroll period following January 1, 2019, all “classic” employees will begin paying an additional 3% (for a total of 12%) as cost-sharing of the employer rate.
- D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

“New Members” will have the retirement formula 2.7%@57, three year average, final compensation. New members are required to pay one-half the total normal cost as determined annually by CalPERS. As of July 1, 2018, that contribution is 11.5%

Effective the payroll period following January 1, 2019, “New Members” will contribute no less than a total of 12% toward retirement. The contribution will include one-half the total normal cost and any additional amount up to 12% as cost-sharing of the employer rate should one-half of the total normal cost be less than 12%.

For example, in the pay period following January 1, 2019, “new members” will contribute 11.5% (1/2 the total normal cost) and .5% as cost-sharing, for a total employee contribution of 12%. Should the required contribution for “new members” meet or exceed 12%, “new members” would pay the required

contribution as indicated by CalPERS.

E. Cost-Sharing

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process during the first year of this MOU. Cost share will begin as noted above and will continue regardless of the effective date of the contract amendment with CalPERS.

If at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

F. The City may pursue applications for industrial disability retirements for unit members as permitted by law.

G. Sick Leave Use In Conjunction with IOD - Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid

the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

ARTICLE 22 - SALARY AND WAGES

~~Effective the beginning of the pay period following July 1, 2020, additional steps Step 6 and Step 7 will be added to the salary step schedule for each classification. Step 6 will be five percent (5%) greater than Step 5 and Step 7 will be five percent (5%) greater than Step 6 as reflected in Addendum A.~~

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the salary ranges for all classifications in this bargaining unit shall be increased by 2%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of \$6,000 per employee who was employed in a classification in this bargaining unit prior to March 31, 2021 and is still employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

Longevity:

Effective the beginning of the pay period following July 1, 2016, the City will provide a monthly longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, longevity pay shall be increased to the following non-cumulative amounts:

4.5% of base salary after completion of 20 years of continuous safety service at the City;
and

9.0% of base salary after completion of 25 years of continuous safety service at the City.

This payment will continue until there is a break of service or a separation of service between the city and the employee. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

I. WAGE RATES

- A. The salary range for Firefighter, Fire Engineer and Fire Captain shall be as shown in Addendum A.

II. SKILL/ASSIGNMENT PREMIUM PAY

- A. BILINGUAL PAY. The City shall pay \$150 gross per month to each unit member certified

by the City examination process as being capable of verbally interpreting and speaking those languages, including Spanish, Chinese, or any other language certified by the City as appropriate.

- B. Shift Fire Investigator Premium Pay. Individuals who are regularly assigned as Shift Fire Investigator shall receive \$100 per month special assignment pay for each month so assigned. A maximum of six (6) Firefighters may be selected by the Fire Chief to serve in the capacity of Shift Fire Investigator. Individuals assigned as Shift Fire Investigators will be utilized as Cause & Origin Investigators and will be assigned responsibility for initial cause, origin and effect investigations at all fire scenes. Selection of individuals to serve as Shift Fire Investigator shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3250 et. Seq. These assignments are intended to be of limited duration to provide for staff development.
- C. Urban Search and Rescue (USAR) Technician Premium Pay. Individuals who are designated as Urban Search and Rescue (USAR) Technician following successful completion of the five required courses, Rescue Systems 1, Rescue Systems 2, Confined Space Operational, Trench Rescue, and Low Angle Rope Rescue Operational or equivalent, and any annual and additional subsequent training requirements, and who are assigned by the Fire Chief to serve as City of Monterey Park designated USAR respondents, shall receive \$100.00 per month special assignment pay for each month so assigned. In addition, USAR technicians who receive Task Force Leader and/or Strike Team Leader certification (must have task book issued) and successfully complete the Heavy Equipment and Rigging Specialist course or Technical Search Specialist course will be eligible for an incentive of \$200 per month. Currently, up to a maximum of eighteen (18) Fire personnel may be selected by the Fire Chief to serve in the capacity of Urban Search and Rescue (USAR) Technician. Effective following Council approval and signed contract, hereinafter for the duration of this contract, five (5) additional Fire personnel may be selected each year by the Fire Chief to serve in the capacity of USAR Technician for a total of thirty-eight (38) personnel.
- D. EMT-D Premium Pay. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive \$200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section.

III. TRUCK COMPANY ASSIGNMENT

The Company Officer assigned to the Truck shall be required to perform any or all “representative duties” in the class specification for Fire Captain. Additionally, the requirement to perform any or all said “representative duties” shall not constitute a change in terms and conditions of employment or in past practices. Any Company Officer assigned to the Truck shall not be eligible for acting or any other premium compensation unless said individual has also been specifically appointed as an Acting Battalion Chief in accord with this MOU.

ARTICLE 23 - WORK SCHEDULE

The basic work schedule for Fire Suppression personnel is eight 24-hour shifts in a 24-day work period, which amounts to an average of 122 work shifts (24 hour) per year. This Article is intended to be an exception to Article 3.

ARTICLE 24 - PARAMEDICS

- A. Fire Department employees shall be selected for, and be removed from, the paramedic assignment by the Fire Chief. The Fire Chief may seek the advice of a physician medical advisor, on his/her qualifications as a paramedic.
- B. Unless good cause is shown on an individual basis, the City shall continue to sponsor Captains and Engineers for Paramedic Certification.
- C. Certified Firefighters assigned to paramedic duties and certified Fire Engineers and Captains shall be paid the following additional increments to base salary each month/or a prorate share thereof providing certification is maintained.

Firefighter

5.0% for the first year
certified and assigned
to paramedic duties.

10.0% for the second year
certified and assigned
to paramedic duties.

15.0% for the third year
certified and assigned
to paramedic duties.

Fire Engineer and Captain

2.5% for the first year
certified

5.0% for the second year
certified

7.5% for the third year (and thereafter)
certified

(For example: a Firefighter, with three years as a paramedic, who is promoted to Fire Engineer, and who continues their paramedic certification, will be eligible for the 7.5% differential for as long as the paramedic certification continues)

- D. An individual desiring to resign from the paramedic program must provide a minimum notice of six (6) months in writing, prior to the date of his/her proposed resignation.

The Fire Chief may issue, at his discretion, administrative guidelines setting forth the structure and operation of the paramedic program. The Fire Chief retains the sole right to direct the paramedic program, including the right to assign, reassign, or discipline any paramedic; determine the type of services to be rendered; determine the processes, techniques, methods, and means of performing work; determine selection of employees; determine the size and characteristics of the paramedic program; determine the allocation and assignment of work to paramedics; determine policy affecting the selection of new paramedics; and determine the methods and means by which paramedic operations are to be conducted.

ARTICLE 25 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

- A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:
 - 1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.
 - 2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.
 - 3. A City physical examination will be required each year following a City medical examination that reveals a medical problem or potential problem until that condition is improved or corrected by medical treatment and clearance.
- B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time. If employee reschedules examination to off duty time, no compensation will be paid.
- C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his job requirements.
- D. The cost of the examination shall be borne by the City.

ARTICLE 26 - PHYSICAL FITNESS INCENTIVE PROGRAM

During the term of this MOU, the City agrees to continue a Physical Fitness Incentive Program as described in Addendum B of the 1999-02 MOU and incorporated herein by this reference.

ARTICLE 27 – 401(a) PLAN/DEFERRED COMPENSATION PLAN

401(a) Plan

The City will amend the 401(a) plan to permit employer contribution on behalf of unit members. The plan amendment will be effective January 1, 2019.

A. City Contribution to 401(a) Plan

Effective the beginning of the pay period following January 1, 2019, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a)

Plan.

Tier 2: “New Members” (PEPRA) will receive \$185 per month to the 401(a) Plan.

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the tiering shall be eliminated and all bargaining unit members (Classic and New Members) will receive the current Tier 1 City contribution of 3% of regular monthly salary to the 401(a) Plan.

457 Deferred Compensation Plan

A 457 deferred compensation plan will be available to all members of the bargaining unit. Participation in this deferred compensation plan is at the option of the individual employee and subject to annual plan limits.

B. Deferred Compensation Special Catch-up Provision:

The City of Monterey Park 457(b) Deferred Compensation Plan allows employees nearing retirement the opportunity to make deferrals up to two times the annual IRS limit. These contributions are known as “Special Catch Up” contributions.

Employees must meet the following criteria to be eligible to make a Special Catch Up contribution.

1. Employee must participate in the 457(b) plan;
2. Employee contributed less than the IRS annual maximum in any plan year the employee was eligible to participate;
3. Employee must be within three years of the year prior to their retirement year;
4. Employee must be within three years of the year prior to meeting the Plan’s normal retirement age. Normal retirement age for “classic” safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for “new” members of PERS.
5. Employee must not be utilizing the Age 50+ Catch-Up in any year a Special Catch-Up contribution is made.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement year in converting the hourly rate of accrued compensable leave to monies into their contribution to the City’s deferred compensation plan.

After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee’s stated retirement year, they may

convert the hourly rate of accrued compensable leave to monies to be included in their contribution to the City's deferred compensation plan per the schedule outlined below:

3-year Catch-up Plan – Subject to IRS 457(b) contribution guidelines and annual limits.

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 28 - ACTING PAY

- A. Employees may be assigned to work in a position/class having a higher rank or salary range in accordance with the following provisions:
1. No acting pay shall be paid for time worked in an acting capacity of less than twenty-four consecutive hours.
 2. Employees must be certified by the Fire Chief to work in an acting/temporary assignment capacity in said position/class. Except as otherwise provided for herein, certification for acting and/or temporary assignments shall be at the sole discretion of the Fire Chief. The Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable or otherwise subject to any administrative appeal or challenge and is final and binding on the parties and their members. "Certification" shall only mean that the Fire Chief has used discretion and determined solely in his/her professional opinion based only on the criteria that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination, evaluation process, or other qualification standards, and no such process shall be required for use by the Fire Chief in rendering his/her determination. Acting Division Chief Certification shall be determined by the Fire Chief.
 3. To the extent that any "certification" or acting/move-up procedure described herein conflicts with any provisions in the Personnel Rules, Memoranda of Understanding, department rules or any other City promulgated policies, this MOU article shall prevail and be given full force and effect.
 4. Employees assigned to work in an acting/move-up capacity shall be paid

according to the following criteria:

- a. \$60.00 per shift for Acting Fire Engineer
- b. \$70.00 per shift for Acting Fire Captain
- c. \$80.00 per shift for Acting Fire Division Chief

- B. Need for Acting Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:
- 1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
 - 2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.
- C. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.
- D. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Fire Chief or his or her designee, taking into consideration the following factors of those employees eligible for the acting assignment: the requirements of the position to be filled, the qualifications, job performance, on an active promotional exam list, and seniority.
- E. Acting assignments shall be filled on a move-up basis or on a rank-for-rank basis, depending on the needs of the Fire Department as determined by the sole discretion of the Fire Chief.
- F. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of any probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- G. Duration of Acting Assignment. No employee shall serve in any acting assignment for more than six (6) consecutive months.

ARTICLE 29 - FAIR LABOR STANDARDS ACT

- A. 7k Exemption. The City of Monterey Park has exercised its ability to take a statutory "7K" exemption for sworn fire personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.
- B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.
- C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours worked.

The parties agree that amending the hours worked eligibility for overtime to include paid leave as hours worked, was agreed to with the expectation that the use of sick leave (which does not count as hours worked for overtime eligibility) by unit members would be reduced. This agreement was also made as an alternative to providing a COLA that would have increased PERS costs. By including leave as hours worked for overtime eligibility, the City will increase its overtime costs pursuant to the MOU but those increased costs do not increase reportable pensionable pay to CalPERS. The parties agree that sick leave usage will decrease by 1,000 hours or 20%; off-duty illness or injury that exceeds 6 shifts and/or FMLA designated leave will not be included in the calculation. Sick leave usage will be evaluated during the periods of January 2019 through December 2019, and January 2020 through December 2020. Should the decrease in sick leave usage of 1000 hours (20%) not be achieved during these periods, both parties agree that on July 1, 2021, the FLSA provision will revert to the previous pre-June 30, 2018 contract language (vacation, holiday leave, compensatory leave, jury duty, and bereavement leave, along with sick leave, would be excluded in determining eligibility for overtime compensation). A traditional, one-time COLA of 1.3% would be granted in the same pay period as the leave counting as hours worked ends.

- D. All overtime requests must have written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- E. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.
- F. In the event that the hourly figure for premium overtime shall be decreased, increased or stayed by the Department of Labor or a court of competent jurisdiction, the City and Recognized Employee Organization agree to use the revised figure for determining premium overtime eligibility until such time as a final court decision is rendered. Any such adjustment by the City shall not act as estoppel or waiver by either party.

- G. Compensatory Time. Employees may elect to cash out CTO accrued in the same calendar year. All compensatory time on the books will be paid down to ~~forty-eight (48) hours~~zero hours each December 31. ~~The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.~~
- H. In lieu of receiving cash payment at the regular rate of pay (Section A) for hours worked in excess of one hundred eighty-two (182) during the twenty-four day work period, an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked subject to the provisions of Section C above.
- I. Clothes Changing. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.
- J. Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered by a garment such as a windbreaker. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- K. Training Time. Attendance at training schools/facilities (including the academy) that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.
- L. Travel time to and from the training facility outside of any employee's normal work shift is not compensable hours of work.
- M. City Vehicle Use. Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.
- N. This provision does not preclude compensation in those instances where an employee is required to perform emergency fire duties. In such cases, appropriate compensation shall be provided.
- O. Gym Facility. The City provides a gym facility for public use which employees may use voluntarily during their off duty hours. Time spent off duty by employees working out at the gym facility is not considered hours worked and will not be compensated in any manner.
- P. Call-back Pay. Call back duty occurs when an employee is ordered to return to duty on a non-regular scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty receives the call. An employee

shall report to duty within a reasonable period of time not to exceed one hour and shall receive a minimum of two hours credit. Any hours worked in excess of 2 hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

This provision is to be distinguished from "Court Standby" pay in Section R, which is to be used when an employee is called back to court.

- Q. Court Pay. When an employee is physically called to court, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- R. Court Standby. An employee on court standby status may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the Fair Labor Standards Act or for determining hours worked for overtime compensation under this memorandum of understanding. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours provided that the employee is not actually required to be present in the court building. If an employee is required to go to court, these two hours is applied to Court Pay, Section Q.
- S. Shift Trades. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trades shall not have his/her compensable hours increase as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift of the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department (Time Exchange Form).

- T. Early Relief Policy. The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increase as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decrease as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the

involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. The employee must receive prior approval from his/her supervisor and log it in prior to the early relief.

ARTICLE 30 – TRANSFER

Any employee in the Department may be transferred from one station house to another or from one job to another at the same pay level. Such transfers shall continue to be at the discretion of the Fire Chief, and shall not be subject to review in the grievance/arbitration mechanism.

ARTICLE 31 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations.

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. The Reorganized Employee Organization shall be deemed to have met and conferred and agreed to any matter within thirty days after mailing of the notice by the City regarding said matter if the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 33 - GENERAL PROVISIONS

- A. If any section, subsection, subdivision, sentence, clause or phrase of the Agreement is for any reasons held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.
- B. This Memorandum shall not in any way interfere with the obligations of the parties to comply with State and Federal laws, or with any rules, regulations, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulations, or order issued by such governmental authority, or if any provision, or provisions should be held invalid by court of record, the remainder of the Memorandum shall not be otherwise affected thereby.
- C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all conferring, and that the

understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Therefore, the City and the Recognized Employee Organization, for the life of this Memorandum, each voluntarily unqualifiedly waives the right with respect to any subject or matter referred to or convened in this Memorandum even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum unless otherwise provided for herein.

The parties further acknowledge that they have met and conferred regarding cessation of the practice of allowing represented members to store personal property (i.e. boats, recreational vehicles, etc.) at City owned sites. No individual shall be authorized to utilize City owned property for the storage of personal property.

The parties agree that during the term of this MOU, the parties will meet to review and update the contract language in the MOU for clarity, to delete items referring to the past that are no longer needed/relevant, to be consistent with the law, and to reflect actual current practices. The MOU language review is not intended to result in significant economic impacts to either party.

D. Side Letter:

1. The Parties acknowledge that the provisions of the MOU require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this MOU. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through Side Letter or implementation memoranda approved by the Parties which, after execution, will be attached to this MOU as addenda and become a part hereof.
 2. Side Letter or implementation memoranda may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this MOU will be processed as an amendment of this MOU in accordance with this MOU and must be approved by City Council.
- E. It is agreed that neither the Recognized Employee Organization nor the City shall discriminate against any employee because of race, religion, national origin, age, sex, disability, sexual orientation or union membership or activity.
- F. It is the shared view of the City and the Association that all employees of the Association will at all times conduct themselves in a professional and lawful manner and adhere to all federal, state and local laws. The Association, and its members, agree that in the event that the conduct of the members does not adhere

to this standard that they should be subject to the appropriate level of counseling or discipline commensurate with the corresponding failure in conduct.

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2022~~18~~ and ending June 30, 2023~~22~~ and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The “date of MOU implementation” shall be the date of City Council adoption of the MOU.

ARTICLE 35 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect, whatsoever unless or until ratified and approved by minute action and duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 2nd~~7th~~ day of November 2022~~18~~.

~~THE MONTEREY PARK FIREFIGHTERS' — CITY OF MONTEREY PARK~~
~~— ASSOCIATION~~

MONTEREY PARY FIREFIGHTERS'
ASSOCIATION

CITY OF MONTEREY PARK

By: _____
Daniel Cline, Firefighters' Association
President

By: _____
Ron Bow, City Manager

By: _____
Scott Kelley, Firefighters' Association
Lead Negotiator

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Martha Garcia, Director of Management
Services

By: _____
Christine Tomikawa, Director of Human
Resources & Risk Management

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

CLASSIFICATION AND BASE SALARY LIST FIREFIGHTERS' ASSOCIATION

~~The monthly base salary range for represented classifications is as follows:~~

~~Classification~~	~~Range #~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~
~~Fire Captain~~	~~3~~	~~7955~~	~~8354~~	~~8771~~	~~9210~~	~~9670~~
~~Fire Engineer~~	~~2~~	~~6829~~	~~7170~~	~~7529~~	~~7905~~	~~8300~~
~~Firefighter~~	~~1~~	~~5901~~	~~6196~~	~~6506~~	~~6831~~	~~7172~~

~~Effective the beginning of the pay period following July 1, 2020, the salary range shall be:~~

The monthly base salary range for represented classifications is as follows:

Classification	Range #	1	2	3	4	5	6	7
Fire Captain	3	7955	8354	8771	9210	9670	10154	10661
Fire Engineer	2	6829	7170	7529	7905	8300	8715	9151
Firefighter	1	5901	6196	6506	6831	7172	7531	7907

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the monthly base salary range for represented classifications is as follows:

<u>Classification</u>	<u>Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>Fire Captain</u>	<u>3</u>	<u>8114</u>	<u>8521</u>	<u>8946</u>	<u>9394</u>	<u>9863</u>	<u>10356</u>	<u>10874</u>
<u>Fire Engineer</u>	<u>2</u>	<u>6965</u>	<u>7313</u>	<u>7679</u>	<u>8063</u>	<u>8466</u>	<u>8889</u>	<u>9334</u>
<u>Firefighter</u>	<u>1</u>	<u>6019</u>	<u>6320</u>	<u>6636</u>	<u>6967</u>	<u>7315</u>	<u>7681</u>	<u>8065</u>

ADDENDUM B

PHYSICAL FITNESS INCENTIVE PROGRAM

This Addendum B shall implement the following agreement between the parties:

1. Representatives of the City and the Association have agreed to implement a voluntary physical fitness program which provides performance incentives in the form of monetary payment.
2. The parties fully understand and acknowledge that the City has expressed concerns that unless participation in the physical fitness program is deemed voluntary in nature, implementation of the program could have an impact upon the City's exposure to worker's compensation/disability retirement claims in any case where an employee choosing to participate in the program suffers an illness or injury.
3. Accordingly, the parties understand, acknowledge and agree that the City would not have agreed to implement a physical fitness incentive program unless it was acknowledged and agreed by the Association *and each and every one of its members who participate in the program*, that participation in the program is purely voluntary in nature and that injuries or illnesses suffered while training, and/or practicing for the program, shall not be deemed industrial in nature and shall not entitle any participant to benefits pursuant to the Workers' Compensation laws, Labor Code Section 4850, or to industrial disability retirement in accord with the Public Employees Retirement Law.
4. The Association agrees that it will cooperate with the City in assuring compliance with a mutually agreed upon requirement that prior to participating in and/or training for the program, each and every Association member date and sign a form containing the language set forth below in this Addendum evidencing the voluntary nature of participation in and/or training for the physical fitness program.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

5. Effective January 1, 2000 or as soon thereafter as is practicable, the City shall make available to Association members voluntarily electing to participate therein, the P.O.S.T.-approved physical fitness program as is currently offered to Sworn Police. Participation in the program consists of completing a City-required form(s) displaying a member's informed consent in connection with program participation, a "physical exercise readiness" questionnaire, a RSKO cardiac risk assessment form, body composition testing with skin calipers, measurement of waist to hip ratio, a timed 1.5 mile run or 3 mile walk, flexibility measurement, a mandated volume of push-ups, and a bent knee sit up examination consisting of one minute in length. The composition of the program is subject to unilateral change by the City dependent upon component changes recommended by POST.

6. Program testing shall be administered one time each year at a date, time and location selected by the City, with ninety (90) calendar day's notice of the examination date, time and location being posted on the Association utilized bulletin board located within the Fire Department and with said notice being mailed by first class, United States mail to the Association member(s) designated to receive service of documentation on behalf of the Association. Any claimed failure to receive notice of the examination shall not be contestable through any administrative or civil proceedings, and the results of the testing process and/or the manner in which the testing process is administered, shall likewise not be subject to administrative or civil contest.

7. No Association member shall be permitted to participate in the physical fitness program unless prior to such participation, the member has signed the following general release and certification which shall be made available by the City to all voluntary participants:

"I agree and understand that participation in the physical fitness program described in Addendum B of the 1999-2002 Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association and in training and practice for that participation, is voluntary in nature. Assignment or advancement within the Department is in no manner contingent upon training for or participating in the program.

Accordingly, I understand and agree that any and all injuries suffered while training, and/or practicing for the program shall not be considered compensable worker's compensation injuries, shall not form the basis for an industrial disability retirement, and shall not form the basis for my receipt of benefits pursuant to Labor Code Section 4850.

I further certify that I have not used any tobacco product (i.e. cigarettes, cigars, chewing tobacco, pipe tobacco, etc.) at any time during the six months immediately preceding my participation in the voluntary Physical Fitness Program."

9. The agreed upon Physical Fitness Incentive Program as developed by P.O.S.T. designates various levels of fitness program achievement as being "bronze," "silver," and "gold." The attainment of said levels shall be verified in accord with P.O.S.T. mandated scoring methods.

10. As and for recognition for achievement in the program, those participants attaining the *bronze level*, shall receive a lump sum cash payment of two hundred dollars (\$200.00); those participants attaining the silver level, shall receive a lump sum cash payment of three hundred dollars (\$300.00) cash payment; and those participants attaining the gold level, shall receive a lump sum cash payment of four hundred dollars (\$400.00) cash payment.

ATTACHMENT 2

Monterey Park Firefighters' Association
Memorandum of Understanding – Clean Version



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

**THE MONTEREY PARK FIREFIGHTERS'
ASSOCIATION**

(JULY 1, 2022 – JUNE 30, 2023)

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
And
THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION
(48 Month Agreement: July 1, 2022 – June 30, 2023)

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 *et seq.*). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Firefighters' Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

- A. The wages, hours and working conditions specified in this Memorandum shall constitute the wages, hours and working conditions for the term of this Agreement.
- B. This agreement may be expanded further by the addition of provisions involving mandatory subjects of negotiations from 1) the City Personnel Rules and Regulations, 2) the Fire Department Rules and Regulations, and 3) the disciplinary procedures. Representatives of the City and the Recognized Employee Organization will meet as necessary to identify the above provisions and redraft them, if necessary, for incorporation into this Memorandum of Understanding. Upon completion of the committee review process, the negotiating parties will meet and attempt to agree upon the new provisions. Any agreements will be incorporated thereafter by reference into this Memorandum of Understanding. If no agreement is reached, the status quo will be continued, and there will be no incorporation into the M.O.U.

ARTICLE 2 - RECOGNITION

- A. The Monterey Park Firefighters' Association is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Firefighter, Fire Engineer, and Fire Captain.
- B. The City acknowledges the Recognized Employee Organization as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer and promote or lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to determine and change methods or operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the processes and materials to be employed.

ARTICLE 4 - EMPLOYER AND/OR EMPLOYEE RELATIONS

- A. During the life of this Memorandum, all employees as described above in Article 2, Section A, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.
- B. Members of the Recognized Employee Organization may, by any reasonable method, select six (6) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employees shall be deducted from earned wages or salaries each pay period. The City shall forward to the Recognized Employee Organization during the succeeding week all dues and/or initiation fees deducted from the employees.
- D. The Recognized Employee Organization shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provisions as set forth in Section C above.
- E. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.
- F. Such individuals, after being excused from their regularly assigned duties by the

Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this Memorandum.

- G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.
- H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

- A. Recognized Employee Organization recreational and social activities.
- B. Recognized Employee Organization election notices and results.
- C. Recognized Employee Organization meetings and events.
- D. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Fire Chief or representative.
- E. No information shall be placed upon a Fire Station bulletin board if it contains personal attacks upon any City employee or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Recognized Employee Organization hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section A, the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of the work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by the Association or an Association member that a specific term of the MOU has been violated.
2. Disciplinary action consisting of one work shift suspension or less (or the money equivalent to such action) shall not be subject to arbitration and shall be resolved at Level III. The City Manager appeal shall not be an evidentiary hearing and shall follow the procedures for conducting a Skelly hearing. However, in any case where an employee is subject to two or more 1-work shift suspensions in any twelve consecutive month period, then the second such suspension and any thereafter within a twelve consecutive month period shall be subject to arbitration in the same manner as are other arbitrable disciplinary matters.
3. Except as provided above, a "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations.

The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as disciplinary action by Rule XV of the City Personnel Rules and Regulations. A disciplinary grievance shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

4. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the Public Employment Relations Board.
5. A "grievant" is any unit member or Recognized Employee Organization on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this Memorandum, or a punitive disciplinary action.
6. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Time limits for appeal provided at any level of this procedure shall begin

the first day following receipt of the written decision by the grievant and/or the Recognized Employee Organization. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Recognized Employee Organization, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Recognized Employee Organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Recognized Employee Organization, which may include the attorney of the Recognized Employee Organization.
6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.
7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

2. Level II - Formal Written Grievance

- a. If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.
- b. The Fire Chief or designated representative shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits either party may request a personal conference.

3. Level III - Appeal to the City Manager

- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

- a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Recognized Employee Organization for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Recognized Employee Organization shall inform the City, in writing, of its intent to arbitrate. The Recognized Employee Organization and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the

striking shall be determined by lot.

- b. The arbitrator shall, within thirty (30) days, unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The City and the Recognized Employee Organization agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- e. After a hearing and after both parties has had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day, period either party may request, in writing, a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.
- g. The fees and expenses of the arbitrator shall be shared equally by the City and the Recognized Employee Organization. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen

forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 8 - VACATIONS AND HOLIDAYS

I. PREAMBLE

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. The maximum vacation accrual is 312 hours.
2. With the approval of the 2011-12 MOU, employees with existing vacation hours had hours placed in Vacation Bank No. 1. No additional hours accrue to Vacation Bank No. 1.

At the same time, Vacation Bank No. 2 was established. Vacation accrual from the establishment of Vacation Bank No. 2 was placed in Vacation Bank No. 2 with a maximum accrual cap of 312 hours.

3. Once the vacation hours in Bank No. 2 reach 312 hours, additional vacation (above the maximum) shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they would have been earned.
4. Vacation usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.
5. Effective July 1, 1994, every full time sworn member of the Fire Department shall accrue vacation with pay as follows:

<u>Commencement of Year of Service</u>	<u>Accrual Rate</u>
0 through and including 7	6 shifts per year
8 through and including 9	7 shifts per year
10 through and including 13	9 shifts per year
14 through and including 15	10 shifts per year
16 through and including 17	11 shifts per year
18 through and including 19	12 shifts per year
20 plus	13 shifts per year

6. Sworn Fire Members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 8 shifts (192 hours) of vacation

time. The effective date(s) of any such cash-out to be determined by the employee.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out up to 8 shifts (192 hours) that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

B. HOLIDAYS

1. Effective upon implementation of the 2004-06 MOU, Association members shall commence accruing twelve (12) holiday hours per month. Any holiday time accrual above twenty-four (24) hours shall be automatically cashed out as part of the first pay period following December 1st of each year.

Use of said holiday time shall be governed by Article 8(c) of this MOU.

C. Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks

1. Unless otherwise approved in writing by the Fire Chief and/or his/her designee, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total service) applicant.

ARTICLE 9 - SICK LEAVE

- A. Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of twelve hours for each full calendar month of continuous employment with the City, including time served in probationary status.

Effective the pay period that includes January 1, 2019, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight (48) hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 16 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month.

- B. Sick leave is paid leave from work that can be used for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or

sibling; or

For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

- C. Light Duty Eligibility - Subject to the one exception described herein, light duty (modified duty) shall be made available only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for light (modified) duty.
- D. In those instances where an employee had accumulated sick hours on or before implementation of the 2011-2012 MOU, the employee was subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before implementation of the 2011-2012 MOU. The number of sick hours contained within Bank No. 1 shall not increase.
- E. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after implementation of the 2011-2012 MOU shall be deposited in Bank No. 2 but in no case shall said accumulation in Bank 2 exceed 800 hours.
- F. Sick usage in accordance with this Article shall first be deducted from Bank No. 2.
- G. The employee shall notify the on-duty Division Chief or his/her designee at least one hour before the beginning of the assigned shift, or when the need for leave is foreseeable. When absence is for more than three consecutive shifts, the employee may be requested to provide the supervisor with a physician's certificate indicating the need for leave. A supervisor may require an employee to submit a physician's statement of illness regardless of the length of an employee's period of absence, if the supervisor has reason to question the validity of the employee's sick leave request.
- H. The City Manager, or designee, may require an employee to submit to a City-paid fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when there is significant evidence that:
 - 1. The employee's ability to perform one or more essential functions of his or her job has declined; or
 - 2. Could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is

still capable of performing those duties in a manner that does not harm him or herself or others.

- I. Refusal of any employee to submit to such medical examination shall constitute insubordination and grounds for disciplinary action.

- J. Sick Leave Cash Out

The following sick leave cash out plan shall be implemented:

SICK LEAVE BANK 1:

1. Upon the service or disability retirement of an employee, the City will pay to the employee an amount equal to 33.31% of the individual employee's accumulated sick leave account in Bank 1. Payment will be made at the employee's then current rate of pay.
2. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City's life insurance program, an amount equal to 33.31% of the employee's accumulated sick leave balance in Bank 1. Payment will be made at the employee's current rate of pay.

SICK LEAVE BANK 2:

Upon the service or disability retirement, an employee with 10 or more year's service may cash out accrued Bank 2 sick leave at the rate of 16 hours for every one year (12 months) of City service.

- K. Sick Leave Usage:
Employees absent from a partial day due to sick will use one hour for each hour of sick leave to cover the absence. An employee absent from a full shift shall use twenty-four (24) hours to cover all hours of the shift when they were absent.

ARTICLE 10 - BEREAVEMENT LEAVE

- A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed the number of shifts required to provide three calendar days off. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to the number of shifts required to provide a total of five calendar days. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
- B. Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, and grandchildren, brother, brother-in-law, sister or sister-in-law or the employee.

ARTICLE 11 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee covered by this Agreement may be granted emergency sick leave or family sick leave at the discretion of the Fire Chief, or as otherwise required by law, whenever serious illness or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed the number of shifts occurring within a seven consecutive calendar day period per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave the employee shall obtain prior verbal approval from the Fire Chief or his/her authorized representative.

ARTICLE 12 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 13 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

ARTICLE 14 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park, except as modified herein.

- A. When an employee maintains a non-paid employment status, the City shall make no premium or other contributions to insurance coverage except as may be required by law as it, from time to time exists. In such case, the employee shall be required to deposit any and all insurance premiums with the City for remittance by the City to their carrier.
- B. Subject to the requirements of the law, a leave of absence without pay shall not exceed the cumulative total of 180 calendar days during the entire term of an individual's employment, and any such leave of absence without pay shall be preceded by exhaustion of all accrued paid leaves of absence except as noted in Article 16 – Health Insurance, Section III, Long Term Disability. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 15 - UNIFORM ALLOWANCE

I. STATION UNIFORMS

- A. The uniform allowance shall be eight hundred and six dollars (\$806.00). The City shall continue its credit/retail account program with a retail outlet to be determined by the City. Due to the CalPERS monthly reporting requirement change, the uniform allowance benefit amount will be reported 1/12th per month to CalPERS for “classic” employees and the City and employee shall be debited their respective CalPERS contributions. The employee will be required to use the approved City vendor for the purchases of their indentified uniform apparel. The uniform apparel that this uniform allowance represents as follows: Three NFPA approved shirts (with patches) and pants, one NFPA approved jacket (with patches), and one standard belt and buckle.
- B. The City shall replace any station uniform damaged or destroyed as a proximate result of performing the duties of a Firefighter, upon prior approval of the Battalion Chief and in accordance with Fire Department procedures.
- C. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

II. SAFETY GEAR

- A. The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:
 - 1. Turn-out boots, trousers, and coat
 - 2. Gloves and goggles

3. Helmet
 4. Brush jacket
 5. Safety Shoes
 6. Flashlights
 7. Breathing apparatus
 8. Infectious disease protective clothing
- B. Any Unit employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.
- C. The City shall enter into a bulk-cleaning contract with a vendor to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance for Full-Time Employees

The City's monthly contribution to the Cafeteria plan for active employees is one thousand two hundred fifty dollars (\$1250). The Cafeteria plan contribution for active employees includes the PEMHCA minimum for employer contribution as identified annually by CalPERS. The PEMHCA minimum for 2018 is \$133 per month.

Effective the beginning of the pay period following July 1, 2018, the City's contribution to the Cafeteria plan for active employees will increase by ninety dollars (\$90) per month for a total monthly contribution of one thousand three hundred forty dollars (\$1340). Effective the beginning of the pay period following July 1, 2019, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand three hundred seventy-five dollars (\$1375). Effective the beginning of the pay period following July 1, 2020, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand four hundred ten dollars. Effective the beginning of the pay period following July 1, 2021, the City's contribution to the Cafeteria plan for active employees will increase by thirty-five dollars (\$35) per month for a total monthly contribution of one thousand four hundred forty-five dollars. The Cafeteria plan contribution for active employees includes the PEMHCA minimum employer contribution which will be \$136 per month in 2019 and will be adjusted thereafter in accordance with the City's contribution amount set by CalPERS.

To the extent permitted by law (and CalPERS) employees may continue to enroll in the Local 1014 plan and use the City contribution toward insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

1. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify annually that he/she has coverage through another insurance plan that is not an individual plan

or coverage under an Exchange/marketplace, on a form to be provided by the City. This provision does not apply to employees who purchase insurance through the Local 1014 plan.

2. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

B. Retiree Medical Benefits Offered to Those Individuals Hired On or Before December 31, 2015

1. Those individuals who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC under PEMHCA (single party and dependent coverage). The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth within this section. Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.
2. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to \$346/month toward the purchase of medical insurance (single party and dependent coverage)
3. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to \$411/month toward the purchase of medical insurance (single party and dependent coverage).

C. Retiree Medical Benefits Offered to Those Individuals Hired On or After January 1, 2016

1. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section B above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC provided under PEMHCA (See Section A above).

D. Group Dental Plan

The City's current contribution to the dental plan for active employees is ninety-five dollars (\$95).

E. Vision Insurance Plan

The City will pay up to \$20/month for the employee and qualified dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. The deductible shall be \$10.00/exam; \$20.00/frame and lenses

F. Long Term Disability

The City's contribution is up to twelve dollars (\$12.00) per month per employee toward the Fire Association's existing Long Term Disability Plan known as the California Association of Professional Firefighters-Long Term Disability Plan (Plan Identification Number PN 100-101). Any premium cost in excess of \$12.00 shall be paid solely by the employee; any premium cost less than \$12.00 shall accrue to the City. Approved use of the Long Term Disability Plan shall be preceded by exhaustion of all accrued paid sick leave. The Firefighters' Association will continue to be responsible for the administration of the Plan.

G. Life Insurance

1. The City provides each employee covered by this Agreement a term life insurance policy in the amount of \$50,000.
2. Additional supplemental insurance may be purchased by the employee in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's gross salary. Any premium costs for the additional supplemental insurance shall be paid solely by the employee.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

- A. Beginning January 2019, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan ("RHSP") as described in this Section.
- B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.
1. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.
- C. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employee's RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equally 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).
- D. Contributions to the RHSP are 100% vested.
- E. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

- F. Participants are allowed to self-direct all account assets into one of more of the investment options available within the RHSP.
- G. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.
- H. Unit employees, whether active or terminated, may not transfer their RSMP account to a similar plan not sponsored by the City.
- I. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rata basis.
- J. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.
- K. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Any change shall not affect any contributions that have vested under Section C above.

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement will be paid according to the following schedule:

Tuition fee reimbursement is established at 100% of tuition costs for attendance at a California State University campus not to exceed the cap of \$2,000 annually. Enrollment cost reimbursement is subject to approval by both the Fire Chief and the Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and the Director of Human Resources/Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and the Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and the Director of Human Resources/Risk Management shall be final. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-

hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay, which provides additional compensation as follows:

- A. \$135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- B. \$275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- C. \$325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. The above amounts shall not be cumulative.
- E. In addition, possession of a Company Officers Certification shall allow an employee to be compensated at \$60 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted.
- F. Effective the beginning of the pay period following June 30, 2017, an employee in possession of a Chief Officer certification will be compensated with \$60 per month.
- G. Beginning with the first day of the pay period in which the Recognized Employee organization ratifies the tentative agreement setting forth the changes in this MOU, sections A, B and C of this Article shall be ineffective and replaced with the following non-cumulative payment amounts:
 - 1. Additional compensation per month of 2% of base salary for an employee with an Associate's degree or 60 units of college credit from an accredited academic institution as described above in any major.
 - 2. Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
 - 3. Additional compensation per month of 6% of base salary for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

ARTICLE 20 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 21 - RETIREMENT BENEFITS

- A. Retirement benefits are provided by the Public Employees' Retirement System (PERS). The 3% @ 55 retirement program for classic employees which includes one year final compensation (single highest year); Level 4 1959 Survivor's Benefit (any resultant CalPERS cost increase designated as constituting employee costs associated with providing Level 4 – Survivor Benefit shall be borne by the employee); Post Retirement Survivor Continuance Benefit; Level 4 – Survivor Benefit; and Military Service Credit as Public Service.
- B. The parties hereto agree that the provisions of this Article are not intended to and shall not constitute a waiver of any rights the Recognized Employee Organization or its members may have in accordance with Monterey Park Municipal Code Section 2.40.040.
- C. “Classic” employees pay their 9% member contribution. Effective the payroll period following January 1, 2019, all “classic” employees will begin paying an additional 3% (for a total of 12%) as cost-sharing of the employer rate.
- D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

“New Members” will have the retirement formula 2.7%@57, three year average, final compensation. New members are required to pay one-half the total normal cost as determined annually by CalPERS. As of July 1, 2018, that contribution is 11.5%

Effective the payroll period following January 1, 2019, “New Members” will contribute no less than a total of 12% toward retirement. The contribution will include one-half the total normal cost and any additional amount up to 12% as cost-sharing of the employer rate should one-half of the total normal cost be less than 12%.

For example, in the pay period following January 1, 2019, “new members” will contribute 11.5% (1/2 the total normal cost) and .5% as cost-sharing, for a total employee contribution of 12%. Should the required contribution for “new members” meet or exceed 12%, “new members” would pay the required

contribution as indicated by CalPERS.

E. Cost-Sharing

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process during the first year of this MOU. Cost share will begin as noted above and will continue regardless of the effective date of the contract amendment with CalPERS.

If at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

F. The City may pursue applications for industrial disability retirements for unit members as permitted by law.

G. Sick Leave Use In Conjunction with IOD - Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid

the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

ARTICLE 22 - SALARY AND WAGES

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the salary ranges for all classifications in this bargaining unit shall be increased by 2%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of \$6,000 per employee who was employed in a classification in this bargaining unit prior to March 31, 2021 and is still employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

Longevity:

Effective the beginning of the pay period following July 1, 2016, the City will provide a monthly longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, longevity pay shall be increased to the following non-cumulative amounts:

4.5% of base salary after completion of 20 years of continuous safety service at the City;
and

9.0% of base salary after completion of 25 years of continuous safety service at the City.

This payment will continue until there is a break of service or a separation of service between the city and the employee. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

I. WAGE RATES

- A. The salary range for Firefighter, Fire Engineer and Fire Captain shall be as shown in Addendum A.

II. SKILL/ASSIGNMENT PREMIUM PAY

- A. **BILINGUAL PAY.** The City shall pay \$150 gross per month to each unit member certified by the City examination process as being capable of verbally interpreting and speaking those languages, including Spanish, Chinese, or any other language certified by the City as appropriate.

- B. Shift Fire Investigator Premium Pay. Individuals who are regularly assigned as Shift Fire Investigator shall receive \$100 per month special assignment pay for each month so assigned. A maximum of six (6) Firefighters may be selected by the Fire Chief to serve in the capacity of Shift Fire Investigator. Individuals assigned as Shift Fire Investigators will be utilized as Cause & Origin Investigators and will be assigned responsibility for initial cause, origin and effect investigations at all fire scenes. Selection of individuals to serve as Shift Fire Investigator shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3250 et. Seq. These assignments are intended to be of limited duration to provide for staff development.
- C. Urban Search and Rescue (USAR) Technician Premium Pay. Individuals who are designated as Urban Search and Rescue (USAR) Technician following successful completion of the five required courses, Rescue Systems 1, Rescue Systems 2, Confined Space Operational, Trench Rescue, and Low Angle Rope Rescue Operational or equivalent, and any annual and additional subsequent training requirements, and who are assigned by the Fire Chief to serve as City of Monterey Park designated USAR respondents, shall receive \$100.00 per month special assignment pay for each month so assigned. In addition, USAR technicians who receive Task Force Leader and/or Strike Team Leader certification (must have task book issued) and successfully complete the Heavy Equipment and Rigging Specialist course or Technical Search Specialist course will be eligible for an incentive of \$200 per month. Currently, up to a maximum of eighteen (18) Fire personnel may be selected by the Fire Chief to serve in the capacity of Urban Search and Rescue (USAR) Technician. Effective following Council approval and signed contract, hereinafter for the duration of this contract, five (5) additional Fire personnel may be selected each year by the Fire Chief to serve in the capacity of USAR Technician for a total of thirty-eight (38) personnel.
- D. EMT-D Premium Pay. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive \$200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section.

III. TRUCK COMPANY ASSIGNMENT

The Company Officer assigned to the Truck shall be required to perform any or all “representative duties” in the class specification for Fire Captain. Additionally, the requirement to perform any or all said “representative duties” shall not constitute a change in terms and conditions of employment or in past practices. Any Company Officer assigned to the Truck shall not be eligible for acting or any other premium compensation unless said individual has also been specifically appointed as an Acting Battalion Chief in accord with this MOU.

ARTICLE 23 - WORK SCHEDULE

The basic work schedule for Fire Suppression personnel is eight 24-hour shifts in a 24-day work period, which amounts to an average of 122 work shifts (24 hour) per year. This Article is intended to be an exception to Article 3.

ARTICLE 24 - PARAMEDICS

- A. Fire Department employees shall be selected for, and be removed from, the paramedic assignment by the Fire Chief. The Fire Chief may seek the advice of a physician medical advisor, on his/her qualifications as a paramedic.
- B. Unless good cause is shown on an individual basis, the City shall continue to sponsor Captains and Engineers for Paramedic Certification.
- C. Certified Firefighters assigned to paramedic duties and certified Fire Engineers and Captains shall be paid the following additional increments to base salary each month/or a prorate share thereof providing certification is maintained.

Firefighter

5.0% for the first year
certified and assigned
to paramedic duties.

10.0% for the second year
certified and assigned
to paramedic duties.

15.0% for the third year
certified and assigned
to paramedic duties.

Fire Engineer and Captain

2.5% for the first year
certified

5.0% for the second year
certified

7.5% for the third year (and thereafter)
certified

(For example: a Firefighter, with three years as a paramedic, who is promoted to Fire Engineer, and who continues their paramedic certification, will be eligible for the 7.5% differential for as long as the paramedic certification continues)

- D. An individual desiring to resign from the paramedic program must provide a minimum notice of six (6) months in writing, prior to the date of his/her proposed resignation.

The Fire Chief may issue, at his discretion, administrative guidelines setting forth the structure and operation of the paramedic program. The Fire Chief retains the sole right to direct the paramedic program, including the right to assign, reassign, or discipline any paramedic; determine the type of services to be rendered; determine the processes, techniques, methods, and means of performing work; determine selection of employees; determine the size and characteristics of the paramedic program; determine the allocation and assignment of work to paramedics; determine policy affecting the selection of new paramedics; and determine the methods and means by which paramedic operations are to be conducted.

ARTICLE 25 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

- A. Employees shall be administered a complete physical examination, including stress

EKG, or be administered portions of the examination as they may be required, as follows:

1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.
 2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.
 3. A City physical examination will be required each year following a City medical examination that reveals a medical problem or potential problem until that condition is improved or corrected by medical treatment and clearance.
- B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time. If employee reschedules examination to off duty time, no compensation will be paid.
- C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his job requirements.
- D. The cost of the examination shall be borne by the City.

ARTICLE 26 - PHYSICAL FITNESS INCENTIVE PROGRAM

During the term of this MOU, the City agrees to continue a Physical Fitness Incentive Program as described in Addendum B of the 1999-02 MOU and incorporated herein by this reference.

ARTICLE 27 – 401(a) PLAN/DEFERRED COMPENSATION PLAN

401(a) Plan

The City will amend the 401(a) plan to permit employer contribution on behalf of unit members. The plan amendment will be effective January 1, 2019.

A. City Contribution to 401(a) Plan

Effective the beginning of the pay period following January 1, 2019, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a) Plan.

Tier 2: “New Members” (PEPRA) will receive \$185 per month to the 401(a) Plan.

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the tiering shall be eliminated and all bargaining unit members (Classic and New Members) will receive the current Tier 1 City contribution of 3% of regular monthly salary to the 401(a) Plan.

457 Deferred Compensation Plan

A 457 deferred compensation plan will be available to all members of the bargaining unit. Participation in this deferred compensation plan is at the option of the individual employee and subject to annual plan limits.

B. Deferred Compensation Special Catch-up Provision:

The City of Monterey Park 457(b) Deferred Compensation Plan allows employees nearing retirement the opportunity to make deferrals up to two times the annual IRS limit. These contributions are known as “Special Catch Up” contributions.

Employees must meet the following criteria to be eligible to make a Special Catch Up contribution.

1. Employee must participate in the 457(b) plan;
2. Employee contributed less than the IRS annual maximum in any plan year the employee was eligible to participate;
3. Employee must be within three years of the year prior to their retirement year;
4. Employee must be within three years of the year prior to meeting the Plan’s normal retirement age. Normal retirement age for “classic” safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for “new” members of PERS.
5. Employee must not be utilizing the Age 50+ Catch-Up in any year a Special Catch-Up contribution is made.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement year in converting the hourly rate of accrued compensable leave to monies into their contribution to the City’s deferred compensation plan.

After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee’s stated retirement year, they may convert the hourly rate of accrued compensable leave to monies to be included in their contribution to the City’s deferred compensation plan per the schedule outlined below:

3-year Catch-up Plan – Subject to IRS 457(b) contribution guidelines and annual limits.

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to “catch-up” underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 28 - ACTING PAY

- A. Employees may be assigned to work in a position/class having a higher rank or salary range in accordance with the following provisions:
1. No acting pay shall be paid for time worked in an acting capacity of less than twenty-four consecutive hours.
 2. Employees must be certified by the Fire Chief to work in an acting/temporary assignment capacity in said position/class. Except as otherwise provided for herein, certification for acting and/or temporary assignments shall be at the sole discretion of the Fire Chief. The Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable or otherwise subject to any administrative appeal or challenge and is final and binding on the parties and their members. “Certification” shall only mean that the Fire Chief has used discretion and determined solely in his/her professional opinion based only on the criteria that the individual is capable of performing the acting or temporary assignment. “Certification” shall not refer to any particular examination, evaluation process, or other qualification standards, and no such process shall be required for use by the Fire Chief in rendering his/her determination. Acting Division Chief Certification shall be determined by the Fire Chief.
 3. To the extent that any “certification” or acting/move-up procedure described herein conflicts with any provisions in the Personnel Rules, Memoranda of Understanding, department rules or any other City promulgated policies, this MOU article shall prevail and be given full force and effect.
 4. Employees assigned to work in an acting/move-up capacity shall be paid according to the following criteria:
 - a. \$60.00 per shift for Acting Fire Engineer
 - b. \$70.00 per shift for Acting Fire Captain
 - c. \$80.00 per shift for Acting Fire Division Chief

- B. Need for Acting Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:
1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
 2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.
- C. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.
- D. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Fire Chief or his or her designee, taking into consideration the following factors of those employees eligible for the acting assignment: the requirements of the position to be filled, the qualifications, job performance, on an active promotional exam list, and seniority.
- E. Acting assignments shall be filled on a move-up basis or on a rank-for-rank basis, depending on the needs of the Fire Department as determined by the sole discretion of the Fire Chief.
- F. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of any probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- G. Duration of Acting Assignment. No employee shall serve in any acting assignment for more than six (6) consecutive months.

ARTICLE 29 - FAIR LABOR STANDARDS ACT

- A. 7k Exemption. The City of Monterey Park has exercised its ability to take a statutory "7K" exemption for sworn fire personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.
- B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.

- C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours worked.

The parties agree that amending the hours worked eligibility for overtime to include paid leave as hours worked, was agreed to with the expectation that the use of sick leave (which does not count as hours worked for overtime eligibility) by unit members would be reduced. This agreement was also made as an alternative to providing a COLA that would have increased PERS costs. By including leave as hours worked for overtime eligibility, the City will increase its overtime costs pursuant to the MOU but those increased costs do not increase reportable pensionable pay to CalPERS. The parties agree that sick leave usage will decrease by 1,000 hours or 20%; off-duty illness or injury that exceeds 6 shifts and/or FMLA designated leave will not be included in the calculation. Sick leave usage will be evaluated during the periods of January 2019 through December 2019, and January 2020 through December 2020. Should the decrease in sick leave usage of 1000 hours (20%) not be achieved during these periods, both parties agree that on July 1, 2021, the FLSA provision will revert to the previous pre-June 30, 2018 contract language (vacation, holiday leave, compensatory leave, jury duty, and bereavement leave, along with sick leave, would be excluded in determining eligibility for overtime compensation). A traditional, one-time COLA of 1.3% would be granted in the same pay period as the leave counting as hours worked ends.

- D. All overtime requests must have written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- E. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.
- F. In the event that the hourly figure for premium overtime shall be decreased, increased or stayed by the Department of Labor or a court of competent jurisdiction, the City and Recognized Employee Organization agree to use the revised figure for determining premium overtime eligibility until such time as a final court decision is rendered. Any such adjustment by the City shall not act as estoppel or waiver by either party.
- G. Compensatory Time. Employees may elect to cash out CTO accrued in the same calendar year. All compensatory time on the books will be paid down to zero hours each December 31.
- H. In lieu of receiving cash payment at the regular rate of pay (Section A) for hours worked in excess of one hundred eighty-two (182) during the twenty-four day work period, an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked subject to the provisions of Section C above.

- I. Clothes Changing. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.
- J. Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered by a garment such as a windbreaker. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- K. Training Time. Attendance at training schools/facilities (including the academy) that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.
- L. Travel time to and from the training facility outside of any employee's normal work shift is not compensable hours of work.
- M. City Vehicle Use. Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.
- N. This provision does not preclude compensation in those instances where an employee is required to perform emergency fire duties. In such cases, appropriate compensation shall be provided.
- O. Gym Facility. The City provides a gym facility for public use which employees may use voluntarily during their off duty hours. Time spent off duty by employees working out at the gym facility is not considered hours worked and will not be compensated in any manner.
- P. Call-back Pay. Call back duty occurs when an employee is ordered to return to duty on a non-regular scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty receives the call. An employee shall report to duty within a reasonable period of time not to exceed one hour and shall receive a minimum of two hours credit. Any hours worked in excess of 2 hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

This provision is to be distinguished from "Court Standby" pay in Section R, which is to be used when an employee is called back to court.

- Q. Court Pay. When an employee is physically called to court, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall

be credited with a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

- R. Court Standby. An employee on court standby status may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the Fair Labor Standards Act or for determining hours worked for overtime compensation under this memorandum of understanding. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours provided that the employee is not actually required to be present in the court building. If an employee is required to go to court, these two hours is applied to Court Pay, Section Q.
- S. Shift Trades. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trades shall not have his/her compensable hours increase as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift of the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department (Time Exchange Form).

- T. Early Relief Policy. The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increase as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decrease as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. The employee must receive prior approval from his/her supervisor and log it in prior to the early relief.

ARTICLE 30 – TRANSFER

Any employee in the Department may be transferred from one station house to another or from one job to another at the same pay level. Such transfers shall continue to be at the

discretion of the Fire Chief, and shall not be subject to review in the grievance/arbitration mechanism.

ARTICLE 31 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations.

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. The Reorganized Employee Organization shall be deemed to have met and conferred and agreed to any matter within thirty days after mailing of the notice by the City regarding said matter if the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 33 - GENERAL PROVISIONS

- A. If any section, subsection, subdivision, sentence, clause or phrase of the Agreement is for any reasons held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.
- B. This Memorandum shall not in any way interfere with the obligations of the parties to comply with State and Federal laws, or with any rules, regulations, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulations, or order issued by such governmental authority, or if any provision, or provisions should be held invalid by court of record, the remainder of the Memorandum shall not be otherwise affected thereby.
- C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Therefore, the City and the Recognized Employee Organization, for the life of this Memorandum, each voluntarily unqualifiedly waives the right with respect to any subject or matter referred to or convened in this Memorandum even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum unless otherwise provided for herein.

The parties further acknowledge that they have met and conferred regarding cessation of the practice of allowing represented members to store personal

property (i.e. boats, recreational vehicles, etc.) at City owned sites. No individual shall be authorized to utilize City owned property for the storage of personal property.

The parties agree the during the term of this MOU, the parties will meet to review and update the contract language in the MOU for clarity, to delete items referring to the past that are no longer needed/relevant, to be consistent with the law, and to reflect actual current practices. The MOU language review is not intended to result in significant economic impacts to either party.

D. Side Letter:

1. The Parties acknowledge that the provisions of the MOU require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this MOU. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through Side Letter or implementation memoranda approved by the Parties which, after execution, will be attached to this MOU as addenda and become a part hereof.
 2. Side Letter or implementation memoranda may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this MOU will be processed as an amendment of this MOU in accordance with this MOU and must be approved by City Council.
- E. It is agreed that neither the Recognized Employee Organization nor the City shall discriminate against any employee because of race, religion, national origin, age, sex, disability, sexual orientation or union membership or activity.
- F. It is the shared view of the City and the Association that all employees of the Association will at all times conduct themselves in a professional and lawful manner and adhere to all federal, state and local laws. The Association, and its members, agree that in the event that the conduct of the members does not adhere to this standard that they should be subject to the appropriate level of counseling or discipline commensurate with the corresponding failure in conduct.

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2022 and ending June 30, 2023 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The “date of MOU implementation” shall be the date of City Council adoption of the MOU.

ARTICLE 35 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect, whatsoever unless or until ratified and approved by minute action and duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 2nd day of November 2022.

**MONTEREY PARY FIREFIGHTERS'
ASSOCIATION**

By: 
Daniel Cline, Firefighters' Association
President

By: 
Scott Kelley, Firefighters' Association
Lead Negotiator

CITY OF MONTEREY PARK

By: _____
Ron Bow, City Manager

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Martha Garcia, Director of Management
Services

By: _____
Christine Tomikawa, Director of Human
Resources & Risk Management

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

CLASSIFICATION AND BASE SALARY LIST FIREFIGHTERS' ASSOCIATION

:

The monthly base salary range for represented classifications is as follows:

Classification	Range #	1	2	3	4	5	6	7
Fire Captain	3	7955	8354	8771	9210	9670	10154	10661
Fire Engineer	2	6829	7170	7529	7905	8300	8715	9151
Firefighter	1	5901	6196	6506	6831	7172	7531	7907

Beginning with the first day of the pay period in which the Recognized Employee Organization ratifies the tentative agreement setting forth the changes in this MOU, the monthly base salary range for represented classifications is as follows:

Classification	Range	1	2	3	4	5	6	7
Fire Captain	3	8114	8521	8946	9394	9863	10356	10874
Fire Engineer	2	6965	7313	7679	8063	8466	8889	9334
Firefighter	1	6019	6320	6636	6967	7315	7681	8065

ADDENDUM B

PHYSICAL FITNESS INCENTIVE PROGRAM

This Addendum B shall implement the following agreement between the parties:

1. Representatives of the City and the Association have agreed to implement a voluntary physical fitness program which provides performance incentives in the form of monetary payment.
2. The parties fully understand and acknowledge that the City has expressed concerns that unless participation in the physical fitness program is deemed voluntary in nature, implementation of the program could have an impact upon the City's exposure to worker's compensation/disability retirement claims in any case where an employee choosing to participate in the program suffers an illness or injury.
3. Accordingly, the parties understand, acknowledge and agree that the City would not have agreed to implement a physical fitness incentive program unless it was acknowledged and agreed by the Association *and each and every one of its members who participate in the program*, that participation in the program is purely voluntary in nature and that injuries or illnesses suffered while training, and/or practicing for the program, shall not be deemed industrial in nature and shall not entitle any participant to benefits pursuant to the Workers' Compensation laws, Labor Code Section 4850, or to industrial disability retirement in accord with the Public Employees Retirement Law.
4. The Association agrees that it will cooperate with the City in assuring compliance with a mutually agreed upon requirement that prior to participating in and/or training for the program, each and every Association member date and sign a form containing the language set forth below in this Addendum evidencing the voluntary nature of participation in and/or training for the physical fitness program.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

5. Effective January 1, 2000 or as soon thereafter as is practicable, the City shall make available to Association members voluntarily electing to participate therein, the P.O.S.T.-approved physical fitness program as is currently offered to Sworn Police. Participation in the program consists of completing a City-required form(s) displaying a member's informed consent in connection with program participation, a "physical exercise readiness" questionnaire, a RSKO cardiac risk assessment form, body composition testing with skin calipers, measurement of waist to hip ratio, a timed 1.5 mile run or 3 mile walk, flexibility measurement, a mandated volume of push-ups, and a bent knee sit up examination consisting of one minute in length. The composition of the program is subject to unilateral change by the City dependent upon component changes recommended by POST.

6. Program testing shall be administered one time each year at a date, time and location selected by the City, with ninety (90) calendar day's notice of the examination date, time and location being posted on the Association utilized bulletin board located within the Fire Department and with said notice being mailed by first class, United States mail to the Association member(s) designated to receive service of documentation on behalf of the Association. Any claimed failure to receive notice of the examination shall not be contestable through any administrative or civil proceedings, and the results of the testing process and/or the manner in which the testing process is administered, shall likewise not be subject to administrative or civil contest.

7. No Association member shall be permitted to participate in the physical fitness program unless prior to such participation, the member has signed the following general release and certification which shall be made available by the City to all voluntary participants:

"I agree and understand that participation in the physical fitness program described in Addendum B of the 1999-2002 Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association and in training and practice for that participation, is voluntary in nature. Assignment or advancement within the Department is in no manner contingent upon training for or participating in the program.

Accordingly, I understand and agree that any and all injuries suffered while training, and/or practicing for the program shall not be considered compensable worker's compensation injuries, shall not form the basis for an industrial disability retirement, and shall not form the basis for my receipt of benefits pursuant to Labor Code Section 4850.

I further certify that I have not used any tobacco product (i.e. cigarettes, cigars, chewing tobacco, pipe tobacco, etc.) at any time during the six months immediately preceding my participation in the voluntary Physical Fitness Program."

9. The agreed upon Physical Fitness Incentive Program as developed by P.O.S.T. designates various levels of fitness program achievement as being "bronze," "silver," and "gold." The attainment of said levels shall be verified in accord with P.O.S.T. mandated scoring methods.

10. As and for recognition for achievement in the program, those participants attaining the *bronze level*, shall receive a lump sum cash payment of two hundred dollars (\$200.00); those participants attaining the silver level, shall receive a lump sum cash payment of three hundred dollars (\$300.00) cash payment; and those participants attaining the gold level, shall receive a lump sum cash payment of four hundred dollars (\$400.00) cash payment.

ATTACHMENT 3

Proposed MOU Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
FOR CONTRACT YEAR 2022-2023 BETWEEN THE CITY OF MONTEREY
PARK AND THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION.**

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Firefighters' Association ("MPFFA") met and conferred regarding wages, retirement funding, hours and the terms and conditions of employment for contract year 2022-2023.

SECTION 2: Following such negotiations, the representatives drafted a Memorandum of Understanding ("MOU") for fiscal years 2022-23. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, the MPFFA informed the City that it accepted the MOU.

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it retroactively effective July 1, 2022. Accordingly, the City Manager is authorized to execute the MOU in a form approved by the City Attorney.

SECTION 5: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Construction.* This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

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

SECTION 8: *Effective Date.* This Resolution will become effective immediately upon adoption.

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

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl M. Berger, City Attorney



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Consideration of Map. No. 82847 for a Single Lot Subdivision (Condominium Purposes) to Facilitate an Two-unit Residential Development, Located at 601 W Emerson Ave

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving Parcel Map No. 82847;
2. Accepting a 15-foot corner radius property line dedication at the northwest intersection of West Emerson Avenue and North Moore Avenue for street and public utility purposes;
3. Authorizing the Public Works Director, or designee, to sign Parcel Map No. 82847;
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development).

EXECUTIVE SUMMARY

The proposed Parcel Map was reviewed by the Public Works Director for compliance with applicable law. Except for the required public improvements, it meets all legal requirements. Because the Parcel Map is offering a real property dedication, the Parcel Map must be approved by the City Council per Monterey Park Municipal Code § 20.08.090.

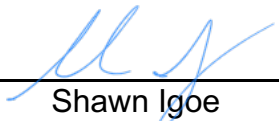
BACKGROUND

The project is a two-unit condominium development located at 601 West Emerson Avenue, on the north side of West Emerson Avenue. On September 1, 2020, the Parcel Map for this Project was deemed approved, subject to all other sections within the Subdivision Map Act and applicable law. On December 8, 2021, the Parcel Map was approved for an 18-month extension (MPMC § 20.08.090 allows for such extensions).

FISCAL IMPACT

The approval of this Parcel Map has no fiscal impact on the City beyond the additional property tax and sales tax this development will generate.

Respectfully submitted and prepared by:



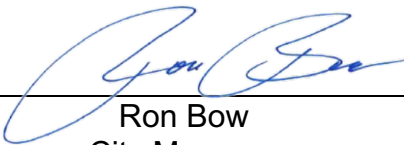
Shawn Igoe
Director of Public Works

Prepared by:



Vivian Chen
Civil Engineering Associate

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT

1. Resolution
2. Subdivision Map

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION APPROVING FINAL PARCEL MAP NO. 82847 FOR A TWO-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 601 W EMERSON AVE

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

SECTION 1: The City Council finds as follows:

- A. The Public Works Director reviewed a tentative parcel map for a two-unit residential condominium project at 601 East Emerson Avenue (Parcel Map No. 82847);
- B. Ordinarily, the Public Works Director may approve final parcel maps. Parcel Map No. 82847, however, makes an offer of dedication to the City which must be accepted by the City Council in accordance with Monterey Park Municipal Code (“MPMC”) § 20.08.090; and
- C. The City reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”).

SECTION 2: *Environmental Assessment.* The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development).

SECTION 3: *Final Parcel Map Findings.* Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Final Parcel Map No. 82847 for the following reasons:

- A. The Final Parcel Map substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq.*); and
- B. The City Council accepts the offer of dedication set forth in Parcel Map No. 82847.

SECTION 6: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 7: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 8: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

SECTION 9: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

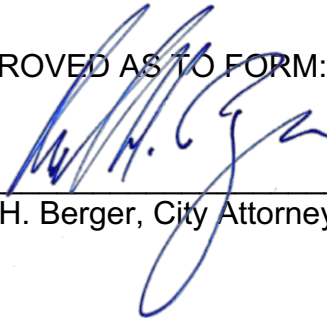
PASSED AND ADOPTED this 2nd day of November, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

ATTACHMENT 2

Subdivision Map

1 PARCEL
8,520 SQ. FT. (GROSS)
8,417 SQ. FT. (NET)

PARCEL MAP NO. 82847

SHEET 1 OF 2 SHEETS

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 246, RAMONA
ACRES, PLAT NO. 2, AS PER MAP RECORDED IN BOOK 16,
PAGES 134 AND 135 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

JACK C. LEE, LS NO. 8407

CALLAND ENGINEERING, INC.

NOVEMBER, 2018

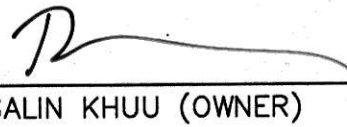
OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS
INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER
LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC
WAYS SHOWN ON SAID MAP.


FRANK LY (OWNER)


WILLIAM LY (OWNER)


ROSALIN KHUU (OWNER)

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON October 13, 2022 BEFORE ME, Kathryn Tong, Notary Public, PERSONALLY APPEARED
Frank Ly, William Ly, Rosalin Khuu WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN THEIR
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE
PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Kathryn Tong

PRINTED NAME: Kathryn Tong

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. 2413900

MY COMMISSION EXPIRES: 9-19-2026



CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 2 UNITS, WHEREBY THE
OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON
AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS
FOR THE UNITS.

SIGNATURE OMISSION NOTES:

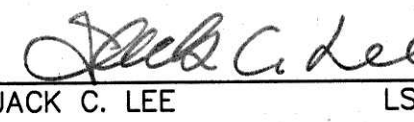
THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET
FORTH HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3C) OF THE
SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE
TITLE, AND SAID SIGNATURE ARE NOT REQUIRED BY THE LOCAL AGENCY.

TEXAM OIL CORPORATION, HOLDER OF LESSEE OF RIGHTS TO OIL, GAS, OR OTHER
HYDROCARBON SUBSTANCES PER DEED RECORDED JULY 6, 1959, AS INSTRUMENT NO.
4175 IN BOOK M313, PAGE 451, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES
COUNTY.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF WILLIAM LY ON NOVEMBER 29, 2018. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE
THE SURVEY TO BE RETRACED.

Oct 12, 2022
DATE

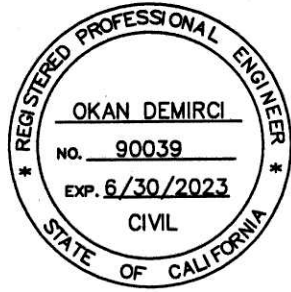

JACK C. LEE LS 8407



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS
SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED
ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF
ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT
THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

OKAN DEMIRCI, ACTING CITY ENGINEER DATE
CITY OF MONTEREY PARK
R.C.E.: 90039 EXPIRES: 6-30-2023



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; AND THAT I AM SATISFIED THAT THIS
MAP IS TECHNICALLY CORRECT.


DAVID G. GILBERTSON, ACTING CITY SURVEYOR
L.S. NO. 6941

10/17/22
DATE



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON
APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON
BEHALF OF THE PUBLIC, ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN
ON SAID MAP.

VINCENT D. CHANG DATE
CITY CLERK-CITY OF MONTEREY PARK

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE
BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND
66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS
BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS
COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 82847 AS
REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

SCALE 1" = 20'

SHEET 2 OF 2 SHEETS

PARCEL MAP NO. 82847

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

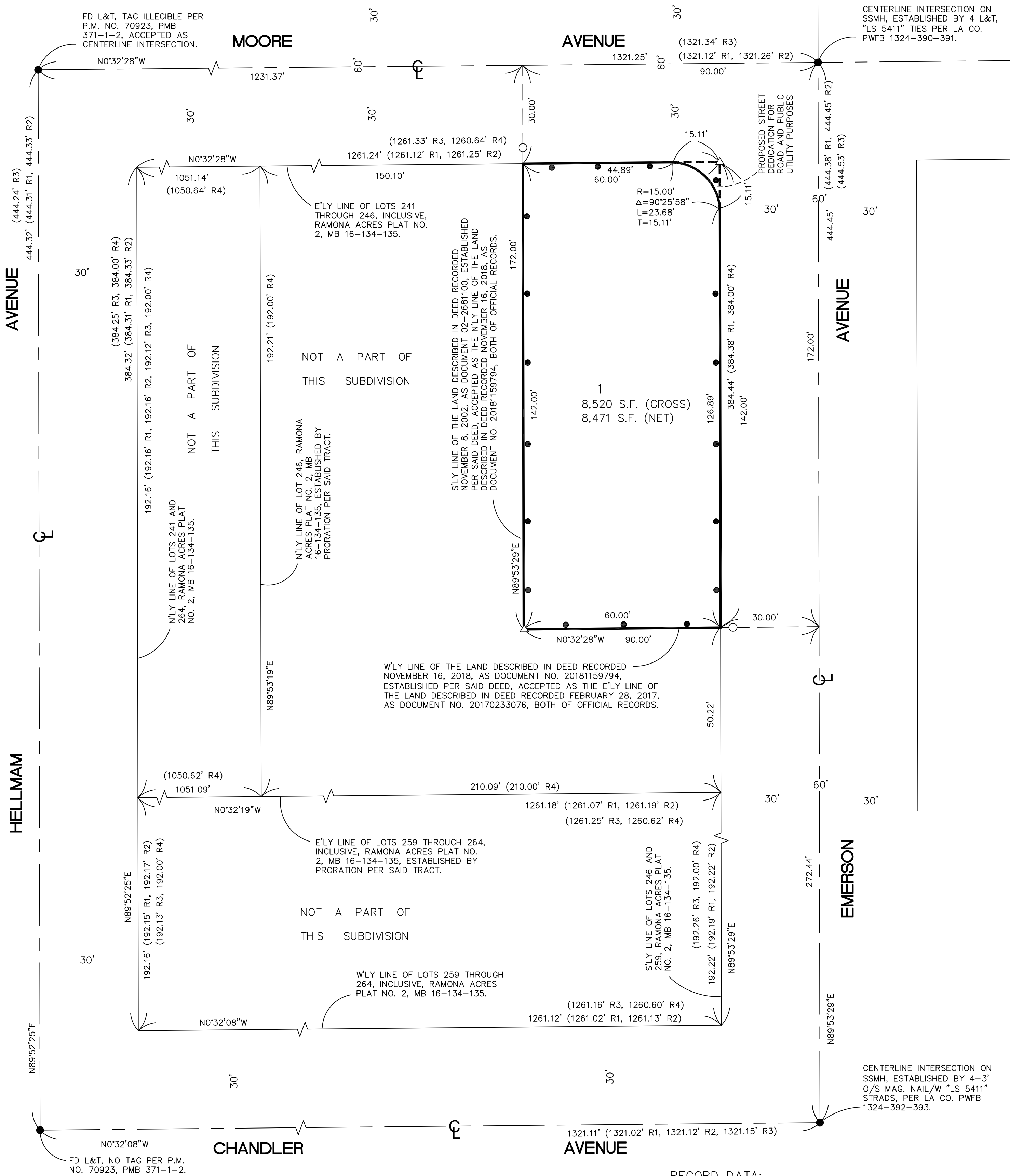
JACK C. LEE, LS NO. 8407

CALLAND ENGINEERING, INC.

NOVEMBER, 2018

LEGEND

INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP.



BASIS OF BEARINGS:

THE BEARING SHOWN HEREON ARE BASED ON N0°32'28"W OF THE
CENTERLINE OF MOORE AVENUE AS SHOWN ON PARCEL MAP NO. 70923,
RECORDED IN BOOK 371 PAGES 1 AND 2 OF PARCEL MAPS.

MONUMENT NOTES:

- INDICATES FOUND MONUMENT AS NOTED
- SET LEAD, TACK & TAG LS 8407, ON SIDEWALK, ON 2.00' OFFSET ON PL PROD.
- △ SET LEAD, TACK & TAG LS 8407

RECORD DATA:

- R1 INDICATES RECORD DISTANCE PER TRACT NO.
41422, MB 1011-14-15
- R2 INDICATES RECORD DISTANCE PER TRACT NO.
52272, MB 1229-1-2
- R3 INDICATES RECORD DISTANCE PER P.M. NO.
70923, PMB 371-1-2
- R4 INDICATES RECORD DISTANCE PER RAMONA ACRES
PLAT NO. 2, MB 16-134-135



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: HVAC Improvements at Various City Facilities – Award of Public Works Contract to Carrier Corporation

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 Carrier Corporation of Industry, CA in the contract amount of \$329,001 for the HVAC Improvements at Various City Facilities project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$16,450, or 5% of the contract amount;
3. Appropriating an additional \$95,451 from the American Rescue Plan Act Fund for this project; and
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the HVAC Improvements at Various City Facilities (HVAC Project), Capital Improvement Project No. 96029. The public bid opening for the HVAC Project was held on October 13, 2022. Two bids were received: Carrier Corporation and F.M. Thomas Air Conditioning, Inc. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with Carrier Corporation for the HVAC Project in the amount of \$329,001.00, plus 5% contingency.

BACKGROUND

The HVAC systems at citywide facilities have been in place and routinely maintained for over twenty-five years. Typically, the average life span of these HVAC units is 10 to 15 years. After decades of prolonged use, the HVAC systems have reached the end of their useful service life and require replacement. The HVAC Project consists of replacing 18 HVAC units at eight City facilities.

The City solicited bids for this project on two previous occasions. However, no contract was awarded due to nonresponsive bids and significantly overbudget proposals.

The public works bid was opened on October 13th, 2022, and included the following bids:

RANK	BIDDER	BASE BID AMOUNT
1	Carrier Corporation	\$329,001.00
2	F.M. Thomas Air Conditioning, Inc	NO RESPONSE

The bid submitted by Carrier Corporation was the only acceptable bid for the HVAC Project As seen on the table above, the second bid, submitted by F.M. Thomas Air Conditioning, Inc. did not provide a base bid amount and was nonresponsive.

Staff completed its bid analysis and determined Carrier Corporation as the only qualified and responsive bidder for this project. It should be noted, that Carrier's Corporation's bid of \$329,001.00 was approximately \$70,000 less than the lowest bidder from the previous bid opening. Carrier Corporation is registered with the Department of Industrial Relations, has the required insurance and bonding, is properly licensed, and is prepared to execute the City's standard agreement for public works projects.

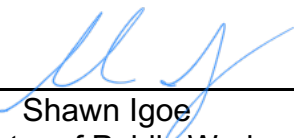
Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with Carrier Corporation to complete the HVAC Improvements at Various City Facilities project in the amount of \$329,001.00, plus 5% contingency.

FISCAL IMPACT

HVAC Project No. 96029 has been budgeted in the FY22-23 Capital Improvement Plan and will be funded by the American Rescue Plan Act (ARPA) fund. An additional appropriation of \$95,451 from the ARPA fund is needed to award this contract.

Reviewed by:

Respectfully submitted and prepared by:

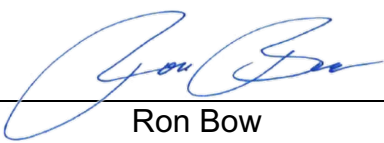


Shawn Igoe
Director of Public Works



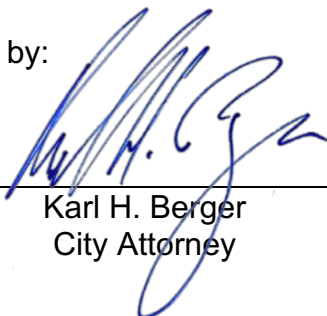
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS

1. Carrier Corporation Proposal
2. F.M. Thomas Air Conditioning, Inc. Proposal

ATTACHMENT 1
Carrier Corporation Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Carrier Corporation

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					
HVAC Improvements at Various City Facilities Specification No. 2022-004					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	HVAC Improvements at City Library (As per Section E. Technical Specifications)	1	LS	\$	\$ 56,026
2	HVAC Improvements at City Service Club (As per Section E. Technical Specifications)	1	LS	\$	\$ 31,513
3	HVAC Improvements at City Water Division (As per Section E. Technical Specifications)	1	LS	\$	\$ 19,532
4	HVAC Improvements at Fire Station (As per Section E. Technical Specifications)	1	LS	\$	\$ 15,406
5	HVAC Improvements at El Encanto – Chamber of Commerce (As per Section E. Technical Specifications)	1	LS	\$	\$ 13,127
6	HVAC Improvements at Facilities and Maintenance (As per Section E. Technical Specifications)	1	LS	\$	\$ 40,626
7	HVAC Improvements at Police Facilities (As per Section E. Technical Specifications)	1	LS	\$	\$ 22,574
8	HVAC Improvements at Barnes Gym (As per Section E. Technical Specifications)	1	LS	\$	\$ 130,197
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 329,001
TOTAL BASE BID AMOUNT IN WORDS: Three hundred twenty nine thousand and one					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
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.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
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.	
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.	
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.	
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.	

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: Therma LLC	Sheet metal services	\$ 19,500
Address: 2390 Bateman Ave, Irwindale, CA 91010		
Tel: (949) 525-0674		
Name: Champion Crane Rentals	Crane Services	\$ 20,000
Address: 12521 Branford Street, Pacoima CA 91331		
Tel: (818) 781-3497		
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)		\$ 39,500

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 Arcadia	Project Name and Brief Description Fire Station #106 - HVAC & Controls Replacement	
Contact Name and Title Dave McVey - Facilities Coordinator		
Tel: (626) 254-2710 E-mail: dmcvey@arcadiaca.gov	Contract Value: \$316,035	Year Completed: 2021

Reference 2		
Agency Name Montebello Unified School District	Project Name and Brief Description Bella Vista Elementary - HVAC & Controls Replacement	
Contact Name and Title Jorge Robles - Manager		
Tel: (562) 991-2110 E-mail: robles-mora_jorge@montebello.k12.ca.us	Contract Value: \$609,049	Year Completed: 2020

Reference 3		
Agency Name Redondo Beach School District	Project Name and Brief Description Science and Arts Building - Chiller Installation	
Contact Name and Title Fred Naile - Facilities Manager		
Tel: (310) 901-8947 E-mail: fnaile@rbusd.org	Contract Value: \$1,504,998	Year Completed: 2021

Reference 4		
Agency Name California Institute of the Arts	Project Name and Brief Description Chiller Plant Upgrade - Replace (1) 1200 Ton Chiller	
Contact Name and Title Alfredo Miranda - Project Manager		
Tel: (661) 714-2695 E-mail: amiranda@calarts.edu	Contract Value: \$1,590,014	Year Completed: 2021

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: Dan Marquez - Carrier

Date of Inspection: June 2022

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 8271559a1 Dated 9/29/22

Addendum No. 8271559a2 Dated 9/29/22

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:

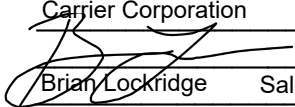
<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance 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:	Carrier Corporation
Authorized Signature:	
Name and Title:	Brian Lockridge Sales Manager
Date:	10/3/2022

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

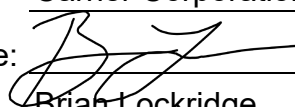
The undersigned declares:

I _____ am _____ the _____ of _____, 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: Carrier Corporation
Authorized Signature: 
Name and Title: Brian Lockridge Sales Manager
Date: 10/3/2022

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 X **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:

Bidder's Name: Carrier Corporation

Authorized Signature: 

Name and Title: Brian Lockridge Sales Manager

Date: 10/3/2022

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 ☒ **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.

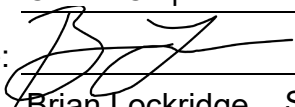
Bidder's Name: Carrier Corporation
Authorized Signature: 
Name and Title: Brian Lockridge Sales Manager
Date: 10/3/2022

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 ☒ **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: Carrier Corporation
Authorized Signature: 
Name and Title: Brian Lockridge Sales Manager
Date: 10/3/2022

BIDDER INFORMATIONBidder's Name: CarrierAddress: 2478 Peck Road, City of Industry, CA 90601Form of Legal Entity: Carrier CorporationIf a Corporation, State of Incorporation: DelawareState Contractor's Class and License No.: C20, C38, C36, C4 Lic# 499642**Contact Person Information:**Name: Dan Marquez Title: Account ExecutiveE-mail: dan.marquez@carrier.com Tel: (818) 652-2365

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:

Frank Seifert - Market Manager 2478 Peck Road, City of Industry, CA 90601 (480) 284-2731

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE**BID BOND**

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
 as BIDDER, AND _____, as SURETY, are held and firmly
 bound unto the City of Monterey Park, in the penal sum of _____
 (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total
 amount bid by BIDDER to the City of Monterey Park for the **HVAC IMPROVEMENTS AT
 VARIOUS CITY FACILITIES SPECIFICATION NO. 2022-004** ("Public Project"), for the
 payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally,
 firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
 to submit a bid to the City of Monterey Park for the above stated project, if said bid is
 rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER
 in the manner and time specified, then this obligation shall be null and void, otherwise it
 shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
 this ____ day of _____, 20__.

SIGNED AND SEALED this ____ day of _____, 20__.

PRINCIPAL_____
SURETY**PRINCIPAL's MAILING ADDRESS:****SURETY's MAILING ADDRESS:**_____

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES SPECIFICATION NO. 2022-004** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: Carrier Corporation
Authorized Signature: 
Name and Title: Brian Lockridge Sales Manager
Date: 10/3/2022

--END OF SECTION--

SECTION D. CERTIFICATIONS FOR FEDERAL – AID CONTRACTS

(Entire section D shall be submitted with the bid)

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with generally accepted accounting principles and good business practices. CONTRACTOR shall, at its own expense, furnish all cost items associated with this project except as specified to be furnished by City. CONTRACTOR shall retain financial records, supporting documents, statistical records, and all other records pertinent to the project for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONTRACTOR shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONTRACTOR shall also certify that none of the equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

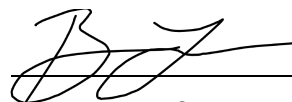
In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONTRACTOR must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized Representative



Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONTRACTOR discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions 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.

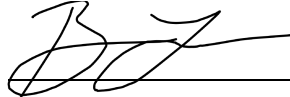
CONTRACTOR shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONTRACTOR shall ensure that project activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized
Representative

A handwritten signature in black ink, appearing to read 'BL', is written over a horizontal line.

Signature of Authorized Representative

MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONTRACTOR agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of this contract. CONTRACTOR may rely on written representations by consultants, advisors and contractors regarding their status. CONTRACTOR shall report to the City the names of all consultants, advisors and contractors hired for the Project and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONTRACTOR shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for this contract by:

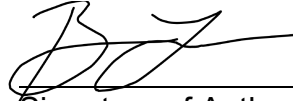
- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized
Representative



Signature of Authorized Representative

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONTRACTOR agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONTRACTOR certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONTRACTOR shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to CITY upon request.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized Representative



Signature of Authorized Representative

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS**

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

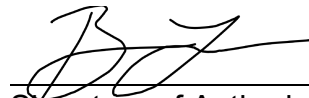
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized Representative



Signature of Authorized Representative

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

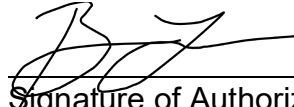
1. The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized
Representative



Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONTRACTOR certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

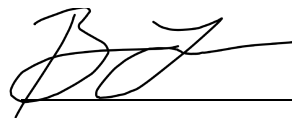
The CONTRACTOR also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: Carrier

Date: 10/3/2022

By: Brian Lockridge Sales Manager

Name and Title of Authorized Representative



Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)	10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

- 10.** (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11.** The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

--END OF SECTION--

ATTACHMENT 2
F.M. Thomas Air Conditioning, Inc. Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: F.M. Thomas Air Conditioning, 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					
HVAC Improvements at Various City Facilities Specification No. 2022-004					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	HVAC Improvements at City Library (As per Section E. Technical Specifications)	1	LS	\$	\$
2	HVAC Improvements at City Service Club (As per Section E. Technical Specifications)	1	LS	\$	\$
3	HVAC Improvements at City Water Division (As per Section E. Technical Specifications)	1	LS	\$	\$
4	HVAC Improvements at Fire Station (As per Section E. Technical Specifications)	1	LS	\$	\$
5	HVAC Improvements at El Encanto – Chamber of Commerce (As per Section E. Technical Specifications)	1	LS	\$	\$
6	HVAC Improvements at Facilities and Maintenance (As per Section E. Technical Specifications)	1	LS	\$	\$
7	HVAC Improvements at Police Facilities (As per Section E. Technical Specifications)	1	LS	\$	\$
8	HVAC Improvements at Barnes Gym (As per Section E. Technical Specifications)	1	LS	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS					\$
TOTAL BASE BID AMOUNT IN WORDS:					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

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.

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.

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.

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.

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: The Crane Guys	Crane	\$ <u>14,500.00</u>
Address: 5105 Woodmont Way, Los Alamitos, Ca 94531		
Tel: (925) 768-1560		
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)		\$ <u>14,500.00</u>

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 <u>City of Los Angeles General Services</u>	Project Name and Brief Description Task order contract multiple awards per year jobs between \$100k - \$500k each. NTE \$7M / year	
Contact Name and Title <u>Kevin Davis, HVAC Supervisor</u>		
Tel: <u>213-272-8077</u> E-mail: <u>kevin.davis@lacity.org</u>	Contract Value: \$ <u>NTE \$13M / year</u>	Year Completed: <u>1998 - Present</u>

Reference 2		
Agency Name <u>City of Los Angeles Parks and Rec</u>	Project Name and Brief Description Task order contract. Multiple awards between \$50,000 - \$500,000 per job. NTE \$13M / year	
Contact Name and Title <u>Paul Jewett HVAC Supervisor</u>		
Tel: <u>213-587-1958</u> E-mail: <u>paul.jewett@lacity.org</u>	Contract Value: \$ <u>NTE 3M/yr</u>	Year Completed: <u>2008 - present</u>

Reference 3		
Agency Name <u>Orange County Sheriff's Dept.</u>	Project Name and Brief Description 3 phases of custom air handlers over 3 years Revised chw/hw piping, DDC controls Rigging, ductwork	
Contact Name and Title <u>Tom Tran, Project Manager</u>		
Tel: <u>714-935-7472</u> E-mail: <u>tttran@ocsd.org</u>	Contract Value: \$ <u>5.7M</u>	Year Completed: <u>2019</u>

Reference 4		
Agency Name California State Los Angeles Housing	Project Name and Brief Description Replacement of Split systems for campus housing	
Contact Name and Title Mark Facio, Associate Director of Facilities		
Tel: 714-323-5069 E-mail: mfacio@cslanet.calstatela.edu	Contract Value: \$ 270k	Year Completed: 2022

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: Tim Lane

Date of Inspection: March 17th, 2022

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 10/5/2022

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 1

HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES

SPECIFICATION NO. 2022-004

(QUEST CDN PROJECT # 8197004)

This Addendum modifies the bid opening date:

Bids must be received **before 10:00 a.m. on Thursday, October 13, 2022**, via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for HVAC Improvements at Various City Facilities Specification No. 2022-004 (QuestCDN # 8299112).

For further Information please email Anthony Bendezu at
abendezu@montereypark.ca.gov

A large, stylized handwritten signature in black ink, consisting of a long horizontal stroke with a large loop and a trailing line.

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:

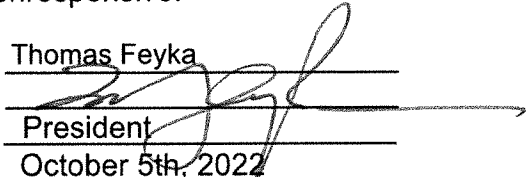
<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance 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:	Thomas Feyka
Authorized Signature:	
Name and Title:	President
Date:	October 5th, 2022

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

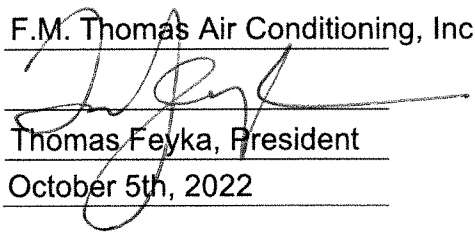
The undersigned declares:

I _____ am _____ the President _____ of
F.M. Thomas Air Conditioning, 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: F.M. Thomas Air Conditioning, Inc.
Authorized Signature: 
Name and Title: Thomas Feyka, President
Date: October 5th, 2022

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 X **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:

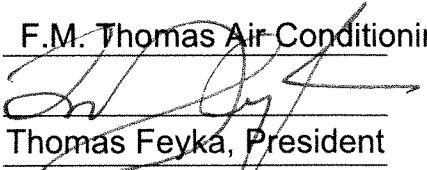
Bidder's Name:	<u>F.M. Thomas Air Conditioning, Inc.</u>
Authorized Signature:	<u></u>
Name and Title:	<u>Thomas Feyka, President</u>
Date:	<u>October 5th, 2022</u>

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 X **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.

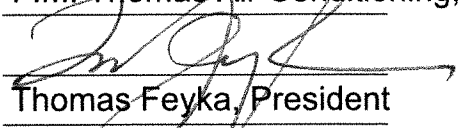
Bidder's Name: F.M. Thomas Air Conditioning, Inc.
Authorized Signature: 
Name and Title: Thomas Feyka, President
Date: October 5th, 2022

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 X 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: F.M. Thomas Air Conditioning, Inc.
Authorized Signature: 
Name and Title: Thomas Feyka, President
Date: October 5th, 2022

BIDDER INFORMATIONBidder's Name: F.M. Thomas Air Conditioning, Inc.Address: 231 Gemini Ave, Brea, Ca 92821Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: 313574 B, C-4, C-20, C-36, C-38

Contact Person Information:

Name: Thomas Feyka Title: PresidentE-mail: tfeyka@fmthomas.com Tel: 714-738-1062

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:

Thomas Feyka, President 231 Gemini Ave, Brea, Ca 92821 714-738-1062Carolyn Feyka Secretary/Treasurer 231 Gemini Ave, Brea, Ca 92821 714-738-1062

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

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: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 5 day of October, 2022, 2022.

BIDDER

Thomas Feyka, President

Carolyn Feyka Secretary/Treasurer

Subscribed and sworn to this 5 day of October, 2022.

NOTARY PUBLIC _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange }

On 10/5/22

Date

before me, Renee Ritchie, Notary Public

Here Insert Name, and Title of the Officer

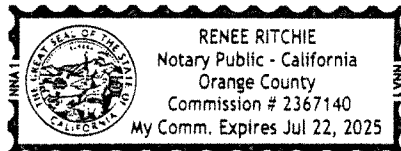
personally appeared Thomas and Carolyn Kuyler

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Renee Ritchie

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

PROPOSAL GUARANTEE**BID BOND**Bond No.: CSBA-22090

KNOW ALL MEN BY THESE PRESENTS that F.M. Thomas Air Conditioning, Inc., as BIDDER, AND Merchants Bonding Company (Mutual), as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Amount Bid (\$ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES SPECIFICATION NO. 2022-004** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 3rd day of October, 2022.

SIGNED AND SEALED this 3rd day of October, 2022.

F.M. Thomas Air Conditioning, Inc.

PRINCIPAL

Merchants Bonding Company (Mutual)

Shaunna Rozelle Ostrom, Attorney-in-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

F.M. Thomas Air Conditioning, Inc.

231 Gemini Ave.

Brea, CA 92821

SURETY's MAILING ADDRESS:

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

NOTE: All signatures shall be acknowledged by a notary public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

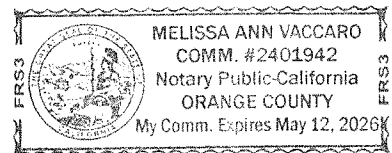
On 10/03/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond No. CSBA-22090

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

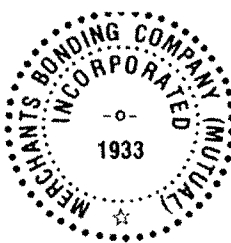
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of August, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 26th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



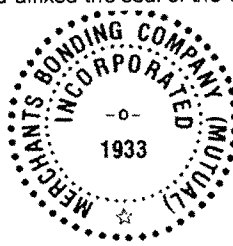
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of October, 2022.



William Warner Jr.
Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of OrangeOn 10/5/22
Date

before me,

Renee Ritchie, Notary Public
Here Insert Name and Title of the Officer

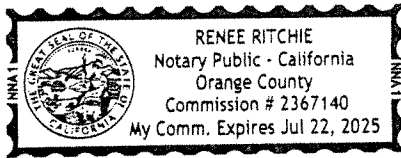
personally appeared

Thomas Feyha
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Renee Ritchie

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES SPECIFICATION NO. 2022-004** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. CERTIFICATIONS FOR FEDERAL – AID CONTRACTS

(Entire section D shall be submitted with the bid)

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with generally accepted accounting principles and good business practices. CONTRACTOR shall, at its own expense, furnish all cost items associated with this project except as specified to be furnished by City. CONTRACTOR shall retain financial records, supporting documents, statistical records, and all other records pertinent to the project for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONTRACTOR shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONTRACTOR shall also certify that none of the equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONTRACTOR must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONTRACTOR discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions 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.

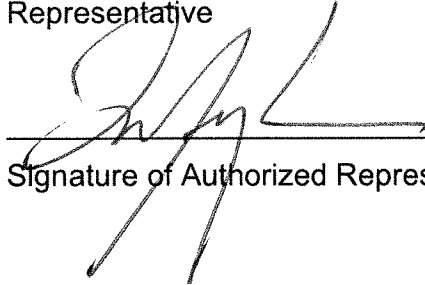
CONTRACTOR shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONTRACTOR shall ensure that project activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized
Representative

A handwritten signature in black ink, appearing to read 'Thomas Feyka', is written over a horizontal line.

Signature of Authorized Representative

MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONTRACTOR agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of this contract. CONTRACTOR may rely on written representations by consultants, advisors and contractors regarding their status. CONTRACTOR shall report to the City the names of all consultants, advisors and contractors hired for the Project and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONTRACTOR shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for this contract by:

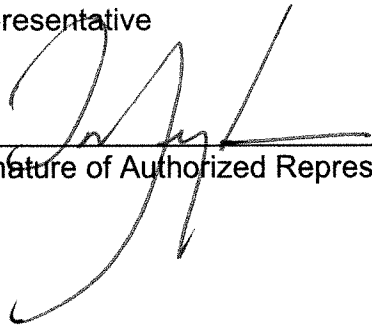
- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized
Representative



Signature of Authorized Representative

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONTRACTOR agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONTRACTOR certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONTRACTOR shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to CITY upon request.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS**

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized
Representative

Signature of Authorized Representative

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

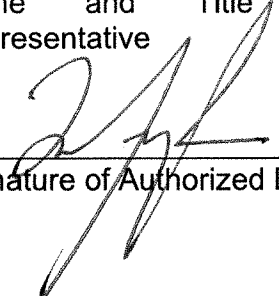
1. The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

By: Thomas Feyka, President

Name and Title of Authorized
Representative



Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONTRACTOR certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

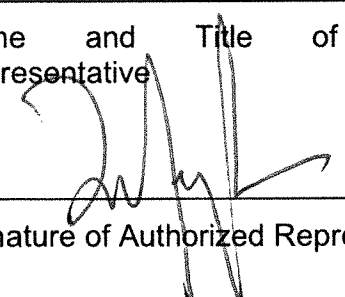
The CONTRACTOR also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: F.M. Thomas Air Conditioning, Inc.

Date: October 5th, 2022

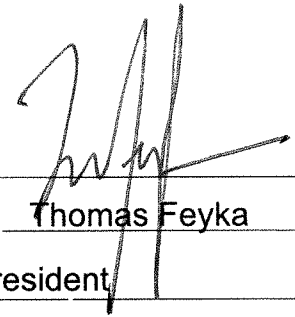
By: Thomas Feyka, President

Name and Title of Authorized Representative


Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____ CFDA Number, if applicable _____	
10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)	10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Thomas Feyka</u> Title: <u>President</u> Telephone No.: <u>714-738-1062</u> Date: <u>October 5th, 2022</u>	
Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)		

Federal Use Only:

INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

--END OF SECTION--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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 Bowermaster & Associates P.O. Box 6026 10805 Holder St Suite 350 Cypress CA 90630	CONTACT NAME: Melissa Altergott
	PHONE (A/C, No, Ext): 714-733-6200
INSURED FM Thomas Air Conditioning, Inc. 231 Gemini Ave Brea CA 92821	E-MAIL: maltergott@bowermaster.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Valley Forge Insurance Company
	INSURER B: Continental Casualty Co.
	INSURER C: Insurance Company of the West
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1414017995

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			6057223216	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6057258063	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6057258077	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WSD505258302	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTHER 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)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

FM Thomas Air Conditioning, Inc.
231 Gemini Ave
Brea CA 92821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **313574**

Entity CORP

Business Name **F M THOMAS AIR CONDITIONING
INC**

Classification(s) **C-4 C20 C38 B C36**

Expiration Date **02/28/2023**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
FM THOMAS AIR CONDITIONING INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000003383

Registration effective date
7/1/2022

Registration expiration date
6/30/2024

Mailing Address
231 GEMINI AVE BREA 92821 CA United States of America

Physical Address
231 GEMINI AVE BREA 92821 CA United States of America

Email Address

Trade Name/DBA
FM THOMAS AIR CONDITIONING INC

License Number(s)
CSLB:313574
CSLB:313574

Registration History

Effective Date	Expiration Date
6/25/2018	6/30/2019
6/23/2017	6/30/2018
6/24/2016	6/30/2017
6/9/2015	6/30/2016
12/26/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2024



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

G768718**FILED**

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

JUL-02 2019**1. CORPORATE NAME**

F. M. THOMAS AIR CONDITIONING, INC.

2. CALIFORNIA CORPORATE NUMBER

C0755790

This Space for Filing Use Only

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

7. MAIL, ADDRESS FOR RECEIVING STATUTORY NOTIFICATIONS

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/				
8. SECRETARY				
9. CHIEF FINANCIAL OFFICER/				

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				
11. NAME				
12. NAME				

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

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

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.

07/02/2019

THOMAS FEYKA

PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

Page 483 of 312

Printed on: 9/28/2022 1:36:52 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 29235
Legal Business Name:
 F M THOMAS AIR CONDITIONING INC
Doing Business As (DBA) Name 1:
 F M THOMAS AIR CONDITIONING INC
Doing Business As (DBA) Name 2:

Address:
 231 GEMINI AVE
 BREA
 CA 92821

Email Address:
 mfeyka@fmthomas.com
Business Web Page:
<http://www.fmthomas.com>
Business Phone Number:
 800/660-0891
Business Fax Number:
 714/738-0886
Business Types:
 Construction , Service

Certification Type	Status	From	To
SB	Approved	09/28/2022	09/30/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
 -LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV
 Call OSDS Main Number: 916-375-4940
 707 3rd Street, 1-400, West Sacramento, CA 95605

CONGRATULATIONS – Print and Save your OCLSB Certificate!
Your business is now certified and ready to compete in a
County competitive solicitation process as an Orange County
Local Small Business.



**THE COMPANY LISTED ON THIS CERTIFICATE MEETS
THE COUNTY OF ORANGE CERTIFICATION
REQUIREMENTS AS AN OCLSB**

OCLSB CERTIFICATE EXPIRATION DATE:	9/30/2022
CERTIFICATE ID:	29235
LEGAL COMPANY NAME:	F M THOMAS AIR CONDITIONING INC
DOING BUSINESS AS (DBA) NAME 1:	F M THOMAS AIR CONDITIONING INC
DOING BUSINESS AS (DBA) NAME 2:	
COMPANY HEADQUARTERS ADDRESS:	231 GEMINI AVE BREA, CA 92821
COMPANY PHONE NUMBER:	714/738-1062
COMPANY EMAIL:	mfeyka@fmthomas.com
COMPANY FAX NUMBER:	7147380886
COMPANY WEB ADDRESS	http://www.fmthomas.com
SERVICE AREA	Orange

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

DIR #1000003383

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

October 12, 2021

FM Thomas Air Conditioning Inc
Corporate Resolution
Re: Single Corporate Officer Signature

In attendance:

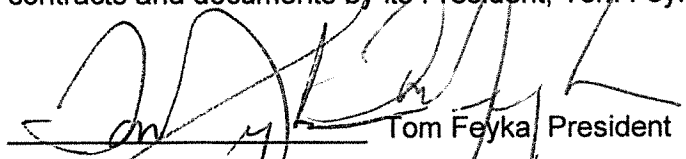
Tom Feyka, President
Carolyn Feyka, Sec/Treasurer
Mike Feyka, Vice-President

Matter(s) of Discussion:

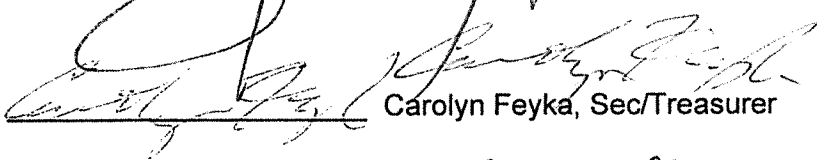
- Provide Board approval for Tom Feyka, as its President, to be single binding signature for FM Thomas Air Conditioning Inc on all contracts and documents

Motion was presented and unanimously approved

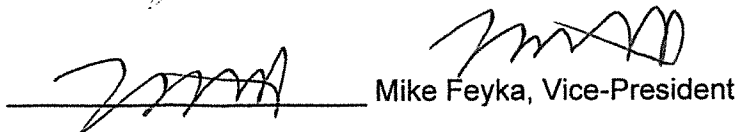
Resolution is passed. The passage of this resolution will serve as proof of single signature authorization for contracts and documents by its President, Tom Feyka


Tom Feyka, President

October 12, 2021


Carolyn Feyka, Sec/Treasurer

October 12, 2021


Mike Feyka, Vice-President

October 12, 2021



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Modification to Agreement No. 2077-A with Mobile Source Air Pollution Review Committee (MSRC) and purchase of a CNG Asphalt Truck

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager or designee to submit a request for modification to Agreement No. 2077-A with Mobile Source Air Pollution Review Committee (MSRC) for the purchase of a CNG Asphalt Truck;
2. Authorizing the purchase of a CNG Asphalt Truck from PC Loader, through Sourcewell Contract No. 052417-PBL;
3. Appropriating \$327,405 from the AQMD 2766 Subvention Fund (247) for the purchase of this vehicle; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City has a current agreement with the Mobile Source Air Pollution Review Committee (MSRC) for the purchase of CNG bus as part of its 2017 Local Government Partnership Program. Staff recommends City Council approve the repurposing of grant funds to purchase a CNG Asphalt Truck under the MSRC program. If approved, the City would submit a request to the MSRC to modify the project's scope of work and request an extension to complete the purchase of the vehicle and other grant requirements.

BACKGROUND:

On February 2018, City Council authorized the City's participation in the MSRC Local Government Partnership Program for the purchase of a CNG bus for a potential new Spirit Bus route. The bus would be funded through MSRC grant funds of \$25,000 and a local match of \$135,000. Since there was no additional route added to the City's Spirit Bus service, the proposed CNG bus was not purchased. The MSRC Agreement required vehicle procurement within 22 months of the contract execution and five years of service prior to the end of the contract, currently February 2026. To use the grant funds awarded to the City, staff recommends City Council approve the repurposing of grant funds to purchase a CNG Asphalt Truck under the MSRC program. The CNG Asphalt Truck is an eligible purchase under this grant and would replace the current 2013 Asphalt vehicle which has reached its useful service life and is in need of replacement. If approved, the

City would submit a request to the MSRC program to modify the project's scope of work and request an extension to complete the purchase and other grant requirements.

The proposed Asphalt Truck is a 2023 Freightliner M2. It is a vehicle built specifically for asphalt application on road surfaces and is of the latest design in the industry with an estimated service life of at least 10 years. This vehicle will be used on a regular basis by the Public Works Street Maintenance Division in the repair of asphalt streets and boulevards. The current asphalt truck (Unit 091) has been out of service and under repairs for the majority of 2022 and is now deemed as failing to produce proper production return value based on service costs.

The purchase of the CNG Asphalt Truck meets the program's requirement to procure a near-zero emission heavy-duty alternative fuel vehicle under MSERC's 2017 Local Government Partnership Program. It will also support the City's efforts to contribute to the South Coast Air Quality Management District's (AQMD) implementation of its Air Quality Management Plan (AQMP) and AB2766 program aimed to reduce vehicle emissions and complying with state and federal clean air obligations.

FISCAL IMPACT:

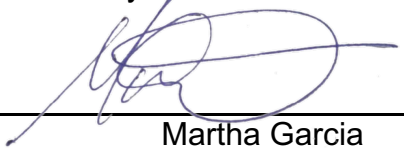
The total cost for the CNG Asphalt truck is approximately \$327,405. If the City's MSRC modification request is granted, the City will receive \$25,000 from the MSRC grant program to purchase the vehicle. The City would use AQMD 2766 Subvention funds for the remaining balance of \$302,405. Should MSRC not approve the City's modification request, the City has sufficient funds in its AQMD Subvention fund for the full purchase of the vehicle. Staff recommends City Council appropriate \$327,405 from its AQMD Fund (247) for the purchase of the vehicle.

Respectfully submitted by:



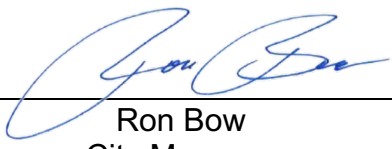
Shawn Igoe
Director of Public Works

Reviewed by:



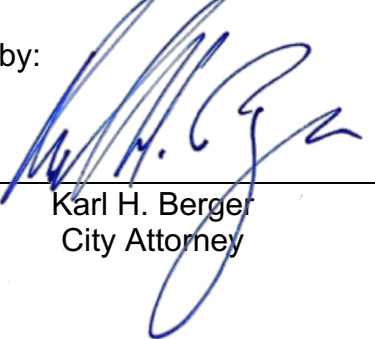
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. February 21, 2018 Staff Report
2. Sourcewell Quote

ATTACHMENT 1
February 21, 2018 Staff Report



City Council Staff Report

DATE: February 21, 2018

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

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer
SUBJECT: Authorize Participation in the Mobile Source Air Pollution Reduction Review Committee (MSRC)'s 2017 Local Government Partnership Program and submittal of Project and Application for Clean Transportation Funding from the MSRC

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager, or designee, to participate in the MSRC's 2017 Local Government Partnership Program and submit an online application;
2. Approve proposed project eligible for MSRC Clean Transportation Funds;
3. Receive the reserved MSRC Clean Transportation funding amount up to \$80,240 and allocate the necessary matching funds; and
4. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

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

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

BACKGROUND:

The MSRC's Local Government Partnership Program is designed to forge partnerships between the MSRC and cities and counties within the South Coast to jumpstart implementation of the South Coast Air Quality Management District (AQMD)'s 2016 Air Quality Management Plan (AQMP). The 2016 AQMP was adopted by the AQMD

Governing Board on March 3, 2017 and is the official roadmap for meeting our state and federal clean air obligations.

This Local Government Partnership Program is not a competitive procurement or grant process. The MSRC has already set aside a funding amount for each city and county to participate. The funding allocation is based upon the amount of AB 2766 Subvention Funding each jurisdiction receives and distributed on a population basis.

The Program requires matching funds from the City for a proposed project to utilize the reserved funds. One of the eligible project categories is purchase of near-zero emission heavy-duty alternative fuel vehicle such as CARB-certified CNG buses. This specific MSRC funding can be used to fund up to a maximum of 25% of a qualifying vehicles' net purchase price, or up to \$25,000 per vehicle, whichever is less. The goal of the MSRC is to have the proposed project completed within 60 months of contract execution.

The City is proposing to add one more bus route to service the Gold Line Station, Market Place and Potrero Grande area once the Market Place is open. Therefore, one additional CNG bus is required to service this route. Staff recommends that the MSRC Clean Transportation funds be utilized for this bus purchase. The net cost of a 2017 20-seat CNG bus, similar to what the Spirit Bus line is currently operating, is approximately \$160,000. Since the MSRC Clean Transportation funds can be used to fund up to \$25,000 per vehicle, the City will need to provide a matching fund amount of \$135,000. The City has sufficient Prop A and Measure M funds to cover the local match.

FISCAL IMPACT:

The City will use \$25,000 from the AQMD Fund for this CNG bus purchase and use \$67,500 from Prop A (0109) and \$67,500 from Measure M (0112) funds as the required city matching fund.

Respectfully submitted by:


Mark A. McAvoy, P.E.
Director of Public Works/
City Engineer


Annie Yaung
Director of Management
Services

*DIA Kham
For Annie.*

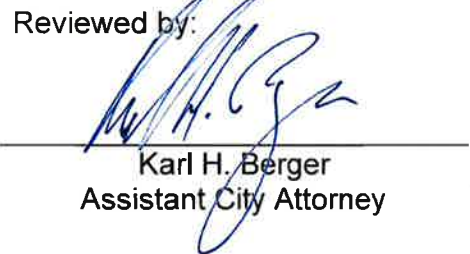
Prepared by:


Bonnie Tam
Principal Management Analyst


Tito Haes
Public Works
Maintenance Manager

Approved by:


Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachment:

1. MSRC Clean Transportation 2017 Local Government Partnership Program Opportunity Notice & Invitation to Negotiate
2. MSRC Local Government Partnership Program Presentation

ATTACHMENT 1
MSRC Clean Transportation 2017 Local
Government Partnership Program Opportunity
Notice & Invitation to Negotiate



Announcing the MSRC's Clean Transportation Funding™

***2017 Local Government
Partnership Program***

**A Funding Partnership with Cities & Counties to "Jumpstart"
Implementation of the
SCAQMD's 2016 Air Quality Management Plan**

Program Opportunity Notice & Invitation to Negotiate

PON2018-01

September 1, 2017

I INTRODUCTION

Since the inception of the MSRC's Clean Transportation Program more than 25 years ago, significant progress has been made in reducing emissions from motor vehicles, especially as it pertains to vehicle exhaust emissions. Emissions from motor vehicles, including light, medium, and heavy-duty vehicles, are on the order of 90% cleaner today as compared to 25 years ago, and overall air quality has improved measurably within the South Coast AQMD.

While measureable progress has been made in reducing vehicle emissions, the South Coast region still fails to meet federally mandated air quality standards. These standards for smog-forming pollutants will become even stricter by year 2023 – only eight years away. According to the South Coast AQMD, air pollutant emissions must be reduced by an additional 75% in order to meet the 2023 federal ozone standard.

While our air quality challenges are daunting, a roadmap to achieve these mandated reductions in smog-forming pollutants exists. The 2016 Air Quality Management Plan (AQMP) is the regional blueprint for achieving the federal air quality standards for healthful air.

The 2016 AQMP recognizes the critical importance of working with other agencies to develop funding and incentives that encourage the accelerated transition to cleaner vehicles and mobility strategies. As a means to “jumpstart” the awareness of, and, most importantly, the implementation of proven air quality improvement measures as outlined in the 2016 AQMP, the MSRC is offering to partner directly with cities and counties within the South Coast AQMD on a new, innovative **Local Government Partnership Program**. This new program emphasizes an accelerated transition to zero and near-zero vehicles along with essential supporting infrastructure.

The Local Government Partnership Program represents an evolution of prior MSRC programs such as the Local Government Match Program. While the Local Government Match Program was successfully implemented for over 17 years, the new Local Government Partnership Program seeks to improve upon the prior program in the following ways:

- Increases participation of cities and counties within the South Coast District – while both the prior Local Match and the new Partnership Program are voluntary, the Local Government Partnership Program ***SETS ASIDE A PRO-RATA SHARE OF MSRC FUNDING FOR EACH CITY AND COUNTY WITHIN THE SOUTH COAST AQMD WHO PARTICIPATE IN THE AB 2766 MOTOR VEHICLE REGISTRATION FEE PROGRAM.***
- Directly supports implementation of the South Coast District's 2016 AQMP by ***FOCUSING MSRC INVESTMENTS ON AQMP MEASURES.***
- Educates local government leadership on our air quality challenges and the regional blueprint for achieving healthful air for all residents.
- Leverages other sources of available funding

This document explains - step by step – how to partner with the MSRC and secure funding to implement clean air projects in your jurisdiction. It is designed to place a minimum administrative burden on local government staff while having the necessary safeguards built in to ensure integrity of the AB 2766 motor vehicle registration fee programs. Each city and county that chooses to accept the MSRC's partnership offer will be directly

supporting the South Coast District's AQMP measures and will contribute a direct and tangible air pollution reduction benefit to our region.

II PARTNERSHP OPPORTUNITY

The purpose of this Program Opportunity Notice and Invitation to Negotiate is to partner with cities and counties that already participate in the AB 2766 Subvention Fund Program and to offer MSRC Clean Transportation Funding, also known as AB 2766 Discretionary Funding, as a means to leverage both funds to implement 2016 AQMP measures.

This Local Government Partnership Program is unique in that it is not a competitive procurement – the MSRC has already set aside a pro-rata funding amount for each city and county to participate. This funding allocation is based upon the amount of AB 2766 Subvention Funds each jurisdiction receives, subject to an adjustment factor explained below. Note that AB 2766 Subvention Funds are distributed on a *population basis* as opposed to the number of vehicle registrations within a given jurisdiction.

The 2016 South Coast AQMP places a strong emphasis on accelerating the transition to zero and near-zero motor vehicles. For that reason, this funding opportunity from the MSRC has a focus on zero and near-zero emission vehicles and their supporting infrastructure. However, the MSRC recognizes that smaller jurisdictions that receive a relatively smaller AB 2766 funding allocation may not be positioned to pursue a zero emission fleet transition at this time. For this reason, the MSRC affords smaller jurisdictions greater flexibility to pursue air quality improvement strategies in addition to zero and near-zero emission vehicles and infrastructure. This is explained in subsequent sections of the Program Opportunity Notice.

In addition to the direct air quality benefits that will be achieved through participation in the MSRC Local Government Partnership Program, the MSRC also wants to use this opportunity as a means to educate local governments on the MSRC's mission, the SCAQMD's 2016 AQMP and its air quality improvement measures, and to increase awareness of other sources of incentive funding available to leverage AB 2766 funds and local jurisdictions' general funds to further and more rapidly implement the SCAQMD's clean air roadmap. Thus, a key element of the Local Government Partnership Program is the Education component. Working together, the MSRC and local governments can leverage local, state, and federal funding opportunities to more broadly and more rapidly realize the goals of the 2016 AQMP on a broad, regional basis.

A. How the MSRC Funding is Allocated

MSRC Funding available under the Local Government Partnership Program is allocated to cities and counties on a population basis, subject to the following modifications:

- Cities and Counties that receive an annual allocation of AB 2766 Subvention Funds less than \$50,000 are eligible to receive an MSRC Partnership match of \$50,000. Thus, the MSRC increases the amount of funding for small jurisdictions to ensure sufficient funds are available to implement a meaningful air pollution reduction project(s);
- Larger jurisdictions that receive a population-based AB 2766 Subvention Fund allocation greater than or equal to \$50,000 are eligible to receive a "dollar for dollar" MSRC funding allocation;

- The maximum amount of funding any single city or county will receive from the MSRC is \$3,000,000; thus, the MSRC Partnership match is capped at \$3M.

B. Eligible Project Categories

The following are the eligible project types for which an MSRC Funding contribution can be sought by participating cities and counties. Note that there are two categories of eligible projects – those for cities and counties that are eligible to receive MSRC funding at the \$50,000 level, and those cities and counties with larger populations that are eligible to receive a greater pro-rata funding share.

1. Cities and Counties Eligible for an MSRC Funding Contribution Greater than \$50,000: Cities and counties with larger populations are required to propose projects related to the purchase and/or support of zero and near-zero emission vehicles. The following are eligible project categories:
 - **Light-duty Zero Emission Vehicle Purchases or Leases** – This supports cities' and counties' acquisition of zero emission light duty fleet vehicles, including battery-electric and fuel cell vehicles. MSRC funding can be used to fund up to a maximum of 50% of a qualifying vehicle's net¹ purchase price, or up to \$10,000 per vehicle, whichever is less. For the purpose of this eligible project category, "light-duty" is defined as having a gross vehicle weight rating (GVWR) of 8,500 pounds or less.
 - **Medium & Heavy-Duty Zero Emission Vehicle Purchases** – This supports cities and counties in acquiring medium and heavy-duty fleet vehicles, including utility vehicles, transit-style electric buses, etc. MSRC funding can be used to fund up to a maximum of 50% of a qualifying vehicle's net purchase price, or up to \$100,000 per vehicle, whichever is less. For the purpose of this eligible project category, vehicles must have a GVWR of 8,501 pounds or greater.
 - **Near-Zero Emission Heavy-Duty Alternative Fuel Vehicle Purchases & Repowers** - This supports cities and counties in acquiring heavy-duty fleet vehicles equipped with an engine certified by the California Air Resources Board to the Optional NOx standard of 0.02 g/bhp-hr. MSRC funding can be used to fund up to a maximum of 50% of a qualifying vehicle's net purchase price, or up to \$25,000 per vehicle, whichever is less. For the purpose of this eligible project category, vehicles must have a GVWR of 14,001 pounds or greater.
 - **Electric Vehicle Charging Infrastructure (EVSE) Installation** – including the costs to purchase and install EVSE to support increasing numbers of electric and plug-in hybrid vehicles. For the purpose of this eligible category, the MSRC will contribute:
 - Up to 50% of the total EVSE cost for private access EVSE, which is for the dedicated use of the proposing entities(s), and;
 - Up to 75% of the cost of publicly accessible EVSE.
 - **Alternative Fuel Refueling Infrastructure New Construction or Expansion** - including the costs to purchase and construct natural gas or hydrogen refueling infrastructure, including expansion of

¹ Purchase price after any manufacturer, federal, and State rebates and incentives

existing natural gas or hydrogen refueling infrastructure, to support low-emission and near-zero natural gas vehicles and zero emission fuel cell vehicles. For the purpose of this eligible category, the MSRC will contribute:

- Up to 25% of the total cost for private access refueling infrastructure, up to a maximum MSRC contribution of \$350,000 per station, and;
- Up to 50% of the cost of publicly accessible refueling infrastructure, up to a maximum MSRC contribution of \$500,000 per station.

2. Cities & Counties Eligible for a Maximum MSRC Funding Contribution of \$50,000: Cities and counties with smaller populations as described in Section A may propose to implement any of the zero and near-zero vehicle and infrastructure eligible projects discussed under subsection 1., above. In addition, smaller jurisdictions are also entitled to request MSRC funds for the following additional eligible project categories:

- **Traffic Signal Coordination and Synchronization Projects** – including arterial corridor traffic signal coordination, multi-jurisdictional traffic signal coordination, adaptive onramp metering, and expansion and limited upgrades to existing traffic management/operations centers.
- **Bicycle Active Transportation Projects** – including the following bicycle projects: a) Class I, II, and IV bicycle facility installations; b) Bike share programs; c) Bicycle detection system installations at intersections; d) Bike stations, including bicycle lockers and racks; and e) Bicycle Campus projects.
- **First Mile/Last Mile Strategies** – This category is limited to transportation strategies that provide transportation connectivity options to increase utilization of public transportation for the benefit of the general public. Note that this category is not intended to support employee rideshare programs.

When implementing a project(s) from this subsection, jurisdictions are required to provide total project co-funding of at least 50%.

C. Match Funding Requirements – Project Contributions from Participating Cities & Counties

As noted above, the MSRC will contribute a portion of an eligible project's total cost – the balance of a project's cost must be borne by the participating city or county. It is the express desire of the MSRC that participating cities and counties use – to the maximum extent possible – their AB 2766 Subvention Funds as a match to MSRC funds. However, there is no restriction on the source of match funding brought to a project by a participating city or county.

Also, the MSRC encourages participating cities and counties to seek additional sources of incentive funding to augment project implementation. Multiple incentive programs are available at the local, state, and federal level to support the acquisition of zero and near-zero emission vehicles. The goal is to leverage additional funding sources to accelerate implementation of AQMP measures. A listing of relevant additional funding sources can be found on the MSRC's website at www.cleantransportationfunding.org.

III LOCAL GOVERNMENT PARTNERSHIP/AQMP JUMPSTART PROGRAM - REQUIREMENTS & CONDITIONS

The MSRC's Local Government Partnership Program has been designed to reduce administrative burdens on city and county staff while ensuring conformance to all applicable SCAQMD regulations and MSRC policies. The following requirements and conditions apply to each city and county that chooses to participate in the AQMP Jumpstart Program:

1. **Earliest Date for an MSRC Co-funded Project to Commence** – The release date of this Invitation to Negotiate, September 1, 2017, is the earliest date work on a project can commence and be potentially eligible for MSRC funding. *This only applies to project implementation costs for which MSRC funding is sought – previous coordination planning or other project components conducted using other funding sources are not subject to this requirement.*

Please note that any expenditure made in anticipation of an award of MSRC funding prior to contract execution is solely at the applicant's risk. If no contract is executed, neither the MSRC nor SCAQMD is liable for payment of any funds expended in anticipation of a contract. Please note that in the event a contract is executed, reimbursement for any costs incurred by the proposer in anticipation of the contract is at the discretion of the MSRC and SCAQMD.

2. **Eligibility Requirements** – Cities and counties that have opted in to the AB 2766 Subvention Fund motor vehicle registration fee program are eligible to participate in the MSRC's Local Government Partnership Program. The South Coast AQMD has predetermined the eligibility status of each city and county within the South Coast region. The SCAQMD is the responsible public agency for the disbursement of AB 2766 Subvention Fund revenues.
3. **Partnering with Other Jurisdictions** - Teaming by cities and/or counties, and the pooling of MSRC Local Government Partnership funds is allowable as a means to implement joint projects of mutual benefit to the participating jurisdictions. Please note that a lead team member must be designated for the purpose of application submittal and contracting. If desired, multiple cities and/or counties may form a Joint Powers Authority (JPA) for the purpose of application submittal and contracting. Please note that all members of the JPA must meet the eligibility requirements of the preceding paragraphs. A letter designating the lead agency and authorizing such agency to act on behalf of a jurisdiction's interests must be submitted from each participating city and/or county as an element of the project application.
4. **Project Completion Deadlines** – All projects should be designed such that they can be fully implemented within 60 months of contract execution.
5. **Reporting Requirements** – The reporting requirements established for the Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed; however, reporting typically includes quarterly progress reports as well as a concise Final Report.
6. **Audit Requirements** – In accordance with state law, all projects funded with MSRC Clean Transportation Funding™ are subject to audit. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.

7. Additional Requirements & Conditions on MSRC Local Government Partnership Program Funding

- Projects funded under the MSRC Local Government Partnership Program are not eligible to receive additional MSRC funds under any other current or future MSRC Work Program solicitation;
- Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC funding under this Program;
- MSRC funding over and above the original contract amount will not be available for any reason, including project cost overruns. Participating cities, counties, and JPAs must use funding sources other than MSRC funds to cover foreseen or unforeseen project cost increases;
- Project management costs necessary to implement demonstration projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive;
- MSRC funds will be distributed on a reimbursement basis upon completion of the approved project milestone and submittal of all required reports and invoices;
- Certificate of Insurance or Letter of Self Insurance - All cities, counties, and JPAs that accept an MSRC funding award must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award.

IV HOW TO PARTICIPATE – STEP BY STEP INSTRUCTIONS

In order to participate in the MSRC Local Government Partnership Program, jurisdictions must complete the following Program Application steps:

1. **Participate in the MSRC Hosted Applicant Workshop/Webcast** – this webcast will explain in more detail the requirements to participate in the MSRC's Local Government Partnership/AQMD Jumpstart Program. Note that participation in the webcast is *voluntary*; however, participation is encouraged.

The webinar will take place on Tuesday, October 3 at 10:00 am. Access information will be posted on the MSRC website prior to the meeting. Alternatively, prospective participants may attend in person in Conference Room GB at the SCAQMD headquarters at 21865 Copley Drive, Diamond Bar, California.
2. **Download the MSRC-provided PowerPoint Presentation from the MSRC Website at www.Cleantransportationfunding.org.** This brief presentation must be presented to each participating City Council or Board of County Supervisors to be eligible to receive MSRC funding.
3. **Obtain a Resolution or Minute Action Documentation** - All applications submitted under the Local Government Partnership Program must include a copy of an approved Resolution or Minute Action from the City Council or County Board of Supervisors of the lead agency that:
 - a) Acknowledges receipt of the MSRC-supplied presentation from city or county staff;
 - b) Authorizes the proposed project; and
 - c) Allocates the necessary matching funds.
4. **Prepare a Project Implementation Plan** - This application element outlines the specific projects or programs for which MSRC funding is sought, subject to the eligible project categories outlined in Section

II.B, above. The information provided will be the primary source material for the development of a sole-source contract Statement of Work.

5. **Proposed Budget** – This application element delineates how the participating city or county proposes to invest their allocation of MSRC Clean Transportation Funding™ in support of eligible AQMP measures. It is preferred that cities and counties provide cost information at the “per project” level. Note that the goal of the MSRC is to significantly leverage Clean Transportation Funding™; thus, participating cities and counties are encouraged to maximize the use of other funding sources to expand project scope and accelerate implementation of South Coast AQMP measures.
6. **Implementation Schedule** – This final application element requests the submittal of a schedule depicting key milestones, anticipated project completion dates, etc. The goal of the MSRC is to have all projects completed within 60 months of contract execution.

V APPLICATION SUBMITTAL

Applications to participate in the MSRC’s Local Government Partnership Program can be submitted by a city, county, or eligible JPA between the dates of September 1, 2017 and March 2, 2018. As this is a sole source solicitation, the MSRC reserves the right to modify the proposal acceptance period at their discretion, including granting additional proposal preparation time without penalty.

Applications must be submitted electronically in PDF format using the MSRC Website. We believe this benefits the applicant, the MSRC staff, and the environment. A tutorial has been developed to walk applicants step by step through the electronic application submittal process. This tutorial is available on the MSRC Website at www.cleantransportationfunding.org. Look for the tutorial on the “Proposal Process – Upload Proposal” page.

VI PARTICIPATION APPLICATION REVIEW, ACCEPTANCE, & CONTRACTING

A Subcommittee of the MSRC Technical Advisory Committee (MSRC-TAC) will evaluate each application received for conformance to Program requirements. The Subcommittee will make recommendations to the full MSRC-TAC, who will in turn advise the MSRC. Upon approval by the MSRC, a sole-source contract will be negotiated between the SCAQMD on behalf of the MSRC and each participating city, county, and JPA. Applications will be evaluated as received.

If you have any questions regarding this funding opportunity or this Program Opportunity Notice and Invitation to Negotiate, please contact one of the MSRC staff members listed below:

Cynthia Ravenstein
Cravenstein@aqmd.gov
(909) 396-3269

Ray Gorski
rgorski@aqmd.gov
(909) 396-2479

ATTACHMENT 2
MSRC Local Government Partnership
Program Presentation



LOCAL GOVERNMENT PARTNERSHIP PROGRAM

**A Funding Opportunity to Improve Air Quality
in Your Community**

Mobile Source Air Pollution Reduction Review Committee, aka “The MSRC”

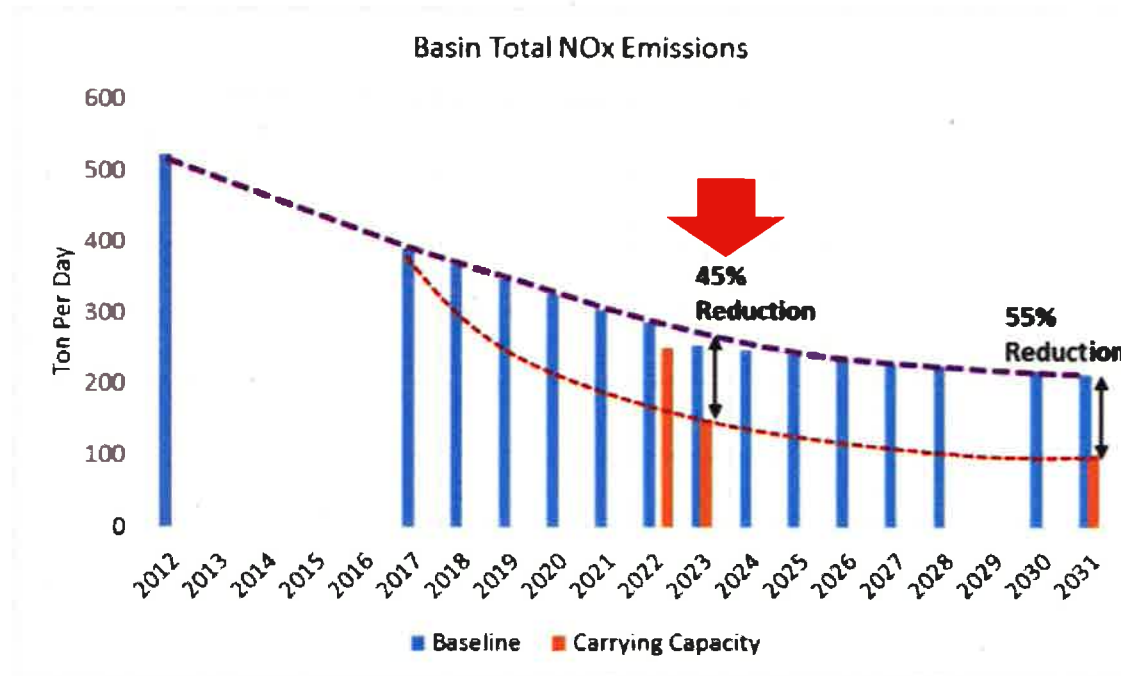
- The MSRC was Established by the California Legislature in 1990
- Sole Mission is to Invest Funds to Reduce Air Pollution Generated by Mobile Sources (i.e., cars, trucks, buses, etc.)
 - ⇒ *Funds Generated by Surcharge on Motor Vehicle Registrations*
- The MSRC Works Closely with the South Coast Air Quality Management District; However, the MSRC is NOT a Regulatory Agency
 - ⇒ *The MSRC Invests in Clean Air Projects that Support SCAQMD Objectives & Priorities*

SIGNIFICANT AIR QUALITY CHALLENGES IN OUR REGION...

Standard	Concentration	Classification	Latest Attainment Year
2008 8-hour Ozone	75 ppb	Extreme	2031
2012 Annual PM2.5	12 µg/m ³	Moderate	2021
		Serious	2025
2006 24-hour PM2.5	35 µg/m ³	Serious	2019
1997 8-hour Ozone	80 ppb	Extreme	2023
1979 1-hour Ozone	120 ppb	Extreme	2022

- **ACCORDING TO THE SOUTH COAST AQMD...**
 - South Coast Region is EXTREME NON-ATTAINMENT for OZONE
 - Ozone Causes RESPIRATORY AILMENTS and is a Primary Component of **SMOG**

MANDATORY AIR POLLUTION REDUCTIONS ARE NEEDED *NOW*...

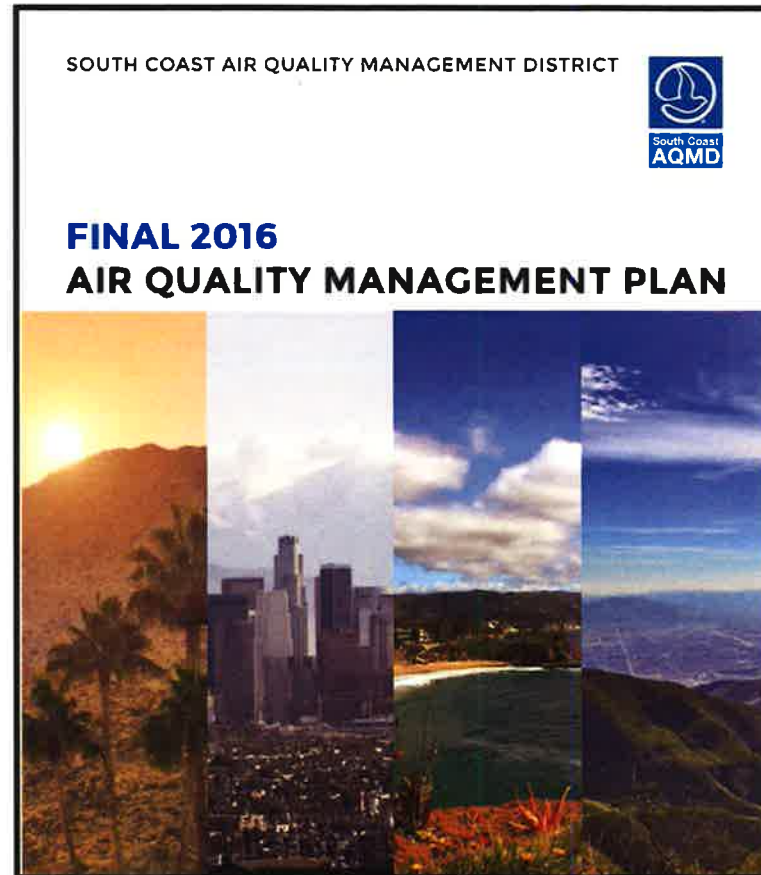


- **NOx** is a Precursor to Ozone (SMOG) Formation...
- *From Today's Levels – NOx Emissions Need to be Reduced 45% by 2023 – That's Only a Few Years Away...*

Clean Transportation
Funding from the MSRC

HOW DO WE REDUCE NO_x EMISSIONS BY 45%?

By Implementing the
Clean Air Measures
Outlined in the South Coast
AQMD's 2016 Air Quality
Management Plan



- **The AQMP is the Roadmap for How to Meet Our Mandated Clean Air Obligations**

Clean Transportation
Funding from the MSRC

THE MSRC IS PARTNERING WITH THE SOUTH COAST AQMD AND WANTS TO PARTNER WITH YOU...

...To Implement High Priority AQMP Strategies

- ✓ AQMP includes Traditional Regulatory Measures & Incentive-based Strategies
- ✓ Incentive-Based Programs will Accelerate the Introduction of Key AQMP Technologies including Zero & Near-Zero Emission Vehicles

The MSRC Has Reserved Incentive Funding for Your Jurisdiction under the Local Government Partnership Program

Clean Transportation
Funding from the MSRC

**This is a great opportunity to receive funding to
implement projects your jurisdiction needs to be
part of our clean air future**

Participation is 100% voluntary

Funding is already reserved for your jurisdiction

**Please ask your staff to work with the MSRC to
develop projects that jumpstart implementation of
the AQMP & help improve air quality for all
residents**

Clean Transportation
Funding from the MSRC

ATTACHMENT 2

Sourcewell Quote



091 ENKI

QUOTATION
NO. 11232R1CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91764-2896
SOURCEWELL MEMBER ID NO. 39242DATE: 7/25/2022
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL SOURCEWELL CONTRACT - LISTED PRICES		
1	51534-00	PATCHER BOX & ACCESSORIES MODEL B-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 318 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		\$82,174.00
1	6024-00	THERMOMETER 0-300		\$224.00
1	50560-00	SOLVENT PUMP & WAND		\$1,379.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		\$477.00
1	50150-24	SPOILS BIN 24" - 2/3 SIZE		\$2,968.00
1	MODS-61	12" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		\$2,556.00
1	50635-00	CAB CONTROLS (TOP LIDS)		\$680.00
1	50635-10	DUAL CONTROLS		\$1,869.00
1	7000-36	TOOL BOX 36"		\$1,002.00
1	7000-20	TOOL BASKET		\$837.00
2	2001-10	STAINLESS-STEEL SPRING ASPHALT LUTE HOLDER	\$140.00	\$280.00
1	COMP-02	AIR COMPRESSOR & EQUIPMENT ABOVE DECK AIR COMPRESSOR, SULLIVAN PALATEK MODEL D185UDZ AIR-COOLED ROTARY SCREW COMPRESSOR PRODUCING 185 CFM @ 100 PSIG, 80" LG X 35" W X 55.39" H, TIER 4 DIESEL ENGINE, TWIN SCREW AIR END, TWO (2) 3/4" SERVICE CONNECTIONS, 25 GAL. STEEL FUEL TANK, DIGITAL READ-OUTS FOR: COMPRESSOR TEMPERATURE, ENGINE OIL PRESSURE, ENGINE TEMPERATURE, VOLTMETER, TACHOMETER, FUEL LEVEL, LOW FUEL WARNING AND SHUTDOWN, AIR RECEIVER, FLOW CONTROL VALVES AND IN-LINE LUBRICATOR.		\$47,757.00
1	7020-41	AIR HAMMER APT 90# W/ ASPHALT CUTTER AND TAMPER PAD		\$2,328.00
1	MODS-10	FRONT BUMPER AIR VANAIR OUTLET		\$653.00
1	5396-00	HOSE REEL - 3/4" X 50' FOR AIR HAMMER		\$1,051.00
1	7024-01	LOCKABLE HAMMER HANGER		\$333.00
1	50640-00	COMPACTOR LIFT & ACCESSORIES COMPACTOR LIFT PLATFORM - HYDRAULIC		\$3,126.00
1	7100-11	COMPACTOR PLATE - MBW - AP2000H		\$3,220.00
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		\$376.00
1	7807-00	LIGHTS & SAFETY EQUIPMENT WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTLS CTRL		\$2,988.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	\$1,704.00	\$3,408.00
2	695-240	WHELEN LED MICRONS MCNRSA	\$573.00	\$1,146.00
4	695-058V	WHELEN 500V LED SV3A	\$803.00	\$3,212.00
1	MODS-38	ECCO K7000B BACKUP CAMERA SYSTEM (MONITOR + 1 CAM)		\$965.00
1	BH-100-15	EMULSION SYSTEM & ACCESSORIES PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		\$12,150.00
1	MODS-73	DRAW OFF VALVE		\$764.00
1	55320-35	BOLT-ON CLEAN-OUT FOR BH EMULSION TANK		\$616.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		\$537.00
		SUB TOTAL:		\$179,333.00
		3% SOURCEWELL DISCOUNT:		(\$5,379.00)
1	CUSTOM	MARKET PRICED ITEMS BEHIND CAB LIGHT RACK FOR L31 BEACONS		\$1,035.00
1	5978-30	5' AIR BLOW WAND		\$616.00
1		MARKET PRICE CHASSIS 2023 FREIGHTLINER CNG M2 112 CHASSIS 34,000 GVWR, CUM L9N 300 HP, ALLISON 3500 RDS AUTO TRANSMISSION WITH PTO PROVISION, 60 DIESEL GALLON EQUIVALENT, LEAF SPRING SUSPENSION, STEEL WHEELS, PAINT WHITE.		\$149,800.00
		TOTAL:		\$325,405.00
		FREIGHT:		\$2,000.00
		TOTAL WITH FREIGHT:		\$327,405.00
		NOTES: 1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY. 2. PB LOADER REQUIRES A 188" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE. 3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER 4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH. 5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON Delivery times are approximate.		



091

QUOTATION
NO. 11232R

CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754-2896
SOURCEWELL MEMBER ID NO. 39242

DATE: 6/3/2022
TERMS: NET 30
F O B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		PATCHER BOX & ACCESSORIES		
1	51534-00	MODEL B-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 316 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		\$82,174.00
1	6024-00	THERMOMETER 0-300		\$224.00
1	50560-00	SOLVENT PUMP & WAND		\$1,379.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		\$477.00
1	50150-24	SPOILS BIN 24" - 2/3 SIZE		\$2,968.00
1	MODS-61	12" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		\$2,558.00
1	50635-00	CAB CONTROLS (TOP LIDS)		\$660.00
1	50635-10	DUAL CONTROLS		\$1,869.00
1	7000-36	TOOL BOX 36"		\$1,002.00
1	7000-20	TOOL BASKET		\$637.00
2	2001-10	STAINLESS-STEEL SPRING ASPHALT LUTE HOLDER	\$140.00	\$280.00
		AIR COMPRESSOR & EQUIPMENT		
1	COMP-02	ABOVE DECK AIR COMPRESSOR, SULLIVAN PALATEK MODEL D185UDZ AIR-COOLED ROTARY SCREW COMPRESSOR PRODUCING 185 CFM @ 100 PSIG, 80" LG X 35" W X 55 3/8" H, TIER 4 DIESEL ENGINE, TWIN SCREW AIR END, TWO (2) 3/4" SERVICE CONNECTIONS, 25 GAL. STEEL FUEL TANK, DIGITAL READ-OUTS FOR: COMPRESSOR TEMPERATURE, ENGINE OIL PRESSURE, ENGINE TEMPERATURE, VOLTMETER, TACHOMETER, FUEL LEVEL, LOW FUEL WARNING AND SHUTDOWN, AIR RECEIVER, FLOW CONTROL VALVES AND IN-LINE LUBRICATOR		\$47,757.00
1	7020-41	AIR HAMMER APT 90# W/ ASPHALT CUTTER AND TAMPER PAD		\$2,328.00
1	MODS-10	FRONT BUMPER AIR VAN AIR OUTLET		\$653.00
1	5396-00	HOSE REEL - 3/4" X 50' FOR AIR HAMMER		\$1,051.00
1	7024-01	LOCKABLE HAMMER HANGER		\$333.00
		COMPACTOR LIFT & ACCESSORIES		
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		\$3,126.00
1	7100-11	COMPACTOR PLATE - MBW - AP2000H		\$3,220.00
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		\$376.00
		LIGHTS & SAFETY EQUIPMENT		
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CTRL		\$2,988.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360GBB BRANCH GUARD	\$1,704.00	\$3,408.00
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1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		\$12,150.00
1	MODS-73	DRAW OFF VALVE		\$764.00
1	55320-35	BOLT-ON CLEAN-OUT FOR BH EMULSION TANK		\$616.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		\$537.00
		SUB TOTAL:		\$179,333.00
		3% SOURCEWELL DISCOUNT:		(\$5,379.00)
		MARKET PRICED ITEMS		
1	CUSTOM	BEHIND CAB LIGHT RACK FOR L31 BEACONS		\$1,035.00
1	5978-30	5' AIR BLOW WAND		\$616.00
		MARKET PRICE CHASSIS		
1		2023 FORD F-750 CHASSIS 33,000 GVWR, 7.3L V8 GASOLINE 335HP ENGINE, TORQSHIFT AUTOMATIC TRANSMISSION WITH OVERDRIVE AND PTO PROVISION, TOW PROVISIONS, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE 2 KEYS W/ FOB, AUX SWITCHES		\$82,268.00
		TOTAL:		\$257,873.00
		FREIGHT:		\$2,000.00
		TOTAL WITH FREIGHT:		\$259,873.00
		NOTES:		
		1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY		
		2. PB LOADER REQUIRES A 168" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.		
		3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER		
		4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.		
		5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON		
		Delivery times are approximate		



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Professional Service Agreement with AKM Consulting Engineers for On-Call Engineering Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a 3-year professional service agreement with AKM Consulting Engineers, to provide On-Call Engineering Services, in a form approved by the City Attorney; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff recommends executing an on-call professional services agreement with AKM Consulting Engineers (AKM) for on-call water and sewer engineering services. AKM is an experienced firm with expertise in planning, design, and construction management of water, recycled water, and wastewater projects. Through its work on the City's Water Master Plan update, AKM has become a subject matter expert on the City's water system and infrastructure, making them the most qualified firm to meet the City's current needs. Individual task orders assigned to AKM will not exceed \$60,000, however, multiple task orders may be issued.

BACKGROUND:

The Public Works department is responsible for completing the City's Capital Improvement Program (CIP) and also reviewing all private residential and commercial development projects. Due to the complexity of certain projects and the increased demand on Public Works for other unplanned, high-priority, and sometimes emergency projects, the City contracts with outside professional firms for assistance with various engineering services. Staff recommends adding AKM as an on-call engineering firm for support with water and sewer hydraulic modeling to support system evaluations for new development and/or changes to land uses. Other possible tasks may include feasibility studies, fire flow monitoring, sub-area master plans, model maintenance, update of water and sewer GIS, preparing and/or updating guidance documents, and any other related municipal engineering support. Services would be provided on an as-need basis and each individual task order will not exceed \$60,000.

AKM currently supports other public agencies such as the City of Signal Hill, City of Camarillo, West Basin Municipal Water District, and Montebello Land & Water Company. It is a knowledgeable and well-respected engineering firm. Staff has recently worked with

AKM on the development of the City's Water Master Plan Update. During this project, AKM staff was professional and provided excellent performance. AKM personnel also became subject matter experts on the City's water system and infrastructure. For this reason, staff recommends AKM as the most qualified firm to meet the City's needs in water and sewer engineering services.

FISCAL IMPACT:

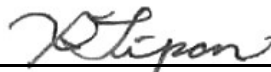
AKM will be used on an as-needed basis and paid out of the project budget as it is assigned. In addition, costs for any services provided to review development projects would be passed on to the private developers. Attached to this staff report is AKM's proposal which includes its rate sheet.

Respectfully submitted by:



Shawn Igoe
Director of Public Works

Prepared by:



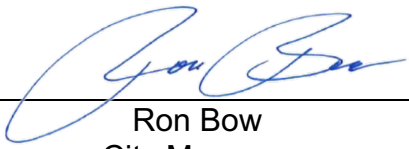
Xochitl Tipan
Principal Management Analyst

Reviewed by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. AKM Proposal: On-Call Water and Sewer Engineering Services

ATTACHMENT 1

AKM Proposal



*Water Resources
Infrastructure
Construction Management*

AKM Consulting Engineers

553 Wald

Irvine, CA 92618

Telephone: 949.753.7333 Facsimile: 949.753.7320

www.akmce.com

October 3, 2022

City of Monterey Park

320 W. Newmark Avenue

Monterey Park, CA 91754

Subject: Proposal to Provide On-Call Water and Sewer Engineering Services

In response to your request, AKM Consulting Engineers (AKM) is pleased to submit this proposal to provide on-call water and sewer engineering services for the City of Monterey Park (City). Our proposal reflects our understanding of the scope of work based upon the discussions with City staff. Contact information for this proposal is:

Diann Pay, P.E., Principal - AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618

Phone: 949-753-7333 – FAX: 949-753-7320 – email: dpay@akmce.com

Included in our proposal are the following items: Executive summary, table of contents, identification of proposer, staffing resources, experience and technical competence, proposed method to accomplish work, fee schedule, sample insurance certificate and resumes.

AKM, a Small Business Enterprise, has assembled a Project Team with extensive experience and expertise in all facets of planning, design, and construction management of water, recycled water, and wastewater projects. We work exclusively on public agency water resources projects. AKM has a long and distinguished record of providing on-call professional services to public agencies, and pledges the timely deployment of resources to successfully undertake any task that the City may assign. Our proposal will be valid for 12 months from the date of this submittal.

We appreciate the opportunity to submit our proposal and look forward to being of service to the City of Monterey Park on this most important project. Should you have any questions regarding our submittal or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

AKM Consulting Engineers

A handwritten signature in black ink that reads "Diann Pay".

Diann Pay, P.E.

Principal Engineer

SECTION 1: EXECUTIVE SUMMARY

The City of Monterey Park (City) owns and operates its own potable water and sewer systems. The City has requested a proposal for On-Call Engineering Services for water and sewer hydraulic modeling primarily to support system evaluations for new development and/or changes to land uses. Other possible tasks may include feasibility studies; fire flow monitoring; sub-area master plans, model maintenance, update of water and sewer GIS; and preparing and/or updating guidance documents. Services will be provided on an “as-needed” basis with individual task scopes developed and authorized over the term of an agreement.

AKM Consulting Engineers (AKM) has been in business for over 32 years. Master Plans, hydraulic modeling, and planning projects have always been a core part of AKM’s scope of services, as it has always been considered an essential part of owning and operating water and sewer systems. We understand the importance of modeling systems and using the models to predict how and if a system will be able to accommodate future developments or changes in operations. We have had multiple on-call engineering contracts over the years and have helped clients with their planning studies and decisions.

The proposal sections are as follows:

Section 1: “Executive Summary” summarizes the content of this submittal.

Section 2: “Identification of Proposer” provides AKM’s company information.

Section 3: “Staffing Resources” describes staffing of the project, key personnel, our Project Team Organization, resumes, and brief biographies of staff who will work directly with the City.

Section 4: “Experience and Technical Competence” describes the Project Team’s experience and technical competence. This section also includes a description of AKM’s scope of services, on-call services contracts, five (5) references for whom AKM provided similar services, AKM’s local experience and knowledge of the City, and a description of the three (3) most relevant contracts held by AKM within the last five years.

Section 5: “Proposed Method to Accomplish the Work” describes AKM’s technical and management approach to provide on-call services to the City. A sample proposal for an on-call services sewer study is included.

Section 6: “Fee Schedule” contains AKM’s hourly rate schedule for the next five (5) years, as well as charges for out of pocket expenses, subcontractors, and mileage.

Section 7: “Sample Insurance Certificate” includes AKM’s current insurance coverage.

Section 8: “Resumes” are provided for the primary engineering staff

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4. Experience and Technical Competence	5
5. Proposed Method to Accomplish Work	10
6. Fee Schedule	12
7. Sample Insurance Certificate	13
8. Resumes	13

SECTION 2: IDENTIFICATION OF PROPOSER

AKM, a SBA Certified Small Business Enterprise, is a multi-disciplined professional organization that specializes in providing water resource infrastructure engineering and related services to public agencies. AKM has a current staff of thirty (30). The scope of services offered by AKM includes all facets of planning, design and construction management and inspection of public works infrastructure. The focus of our experience is within Southern California, and all key project team members are fully acquainted with the local and regional issues affecting the planning, design and construction of water resources infrastructure in the area. This, along with the technical and managerial depth of the team, will ensure the successful implementation the project. Firm information is as follows:

Legal Name of Firm	AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618
Year Firm Established	1990
Contact Information	Ms. Diann Pay, P.E. (Principal) – Dpay@akmce.com Telephone: 949-753-7333 Fax: 949-753-7320
General Description	California Corporation Business License No. C1569366
Federal Employer ID:	33-0422066
DIR Number:	10000059371
Number of Employees	30

QUALIFICATIONS

AKM Consulting Engineers, by virtue of its extensive relevant experience, specialized training, local knowledge, and technical competence, can provide the City with high quality engineering services, quickly, and at a lower overall cost than our competitors. Our staff members possess experience directly related to all facets water, recycled water, and sewer facilities including wells, treatment plants, pipelines, pumping facilities, and storage facilities.

Because AKM is a full service engineering firm, our team has an extremely well rounded background in all facets of public infrastructure engineering, many having worked on multiple design and master planning assignments. This level of experience enables our team to approach construction projects on a much deeper level since they understand design and overall planning implications on City infrastructure and systems as a whole.

Full client satisfaction is a corporate commitment at AKM. This is reflected in a very high repeat client base (over 90%), our standing in the industry as a premier public infrastructure engineering company, low insurance rates, and a very stable work force.

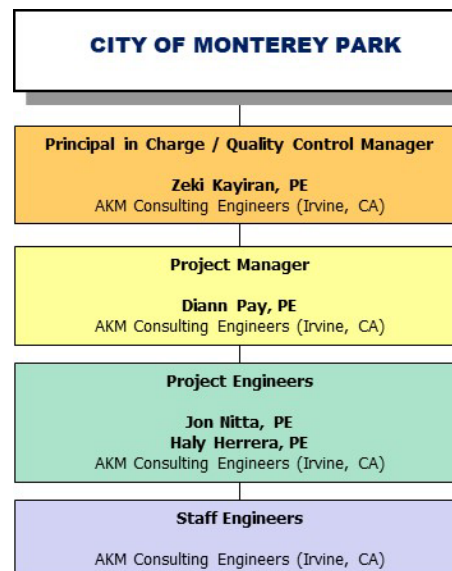
SECTION 3: STAFFING RESOURCES

AKM Consulting Engineers provides an in-house multi-disciplinary staff of professionals who are recognized specialists in their areas of expertise. The key staff members proposed for the On-call Water and Sewer Engineering Services project have superb technical training and academic backgrounds. Furthermore, they regularly attend technical seminars to keep abreast of the professional developments in their fields.

The organization of our Project Team is illustrated in the chart to the right. Zeki Kayiran will serve as the principal in charge and quality control manager. Diann Pay, Jon Nitta, and Haly Herrera will be the three persons principally responsible for working with the City. Diann Pay will serve as the project manager for the various assigned tasks. Jon Nitta and Haly Herrera will serve as the project engineers. AKM also has several staff engineers that will be assigned to tasks as needed. Brief descriptions of each team member's experience are provided in this section. Resumes can be found at the end of the proposal.

The following subconsultants may be called upon to perform the following functions, as needed:

- DCSE (dcse.com) – GIS Services
- ADS Environmental (adsenv.com) – Flow Monitoring Services
- Empire Pipe Cleaning and Equipment (empirepipecleaning.com) – Closed Circuit Television Inspection Services



Zeki Kayiran, P.E. | Principal-in-Charge and Quality Control Manager
Registration: RCE, CA (C29330)



Zeki Kayiran, P.E., will be the Principal-in-Charge and Quality Control Manager. He will be the responsible representative of AKM. In this capacity, Mr. Kayiran will provide project technical oversight and management direction. His responsibilities will include:

- Exploring innovative technical approaches from the beginning of the project.
- Providing technical guidance to the project team throughout the project.
- Collaborate in resolving technical issues.
- Review submitted work to ensure its accuracy and timely completion.
- Coordination with Project Manager.

Mr. Kayiran has over 48 years of water resources engineering experience including 46 water and recycled water master plans; 38 wells; 44 water and recycled water pump stations; 60 sewer pump stations, 16 reservoirs; 25 pressure reducing stations; over 1,000,000 feet of transmission and distribution pipelines; and 15 treatment plants. His background has a blend of consulting engineering and academic experience, which includes part-time instruction in fluid mechanics and hydraulic design at California State University, Long Beach; and in water system planning, and well and treatment plant design for UC Irvine's Senior Project Design class. He has served as the Principal in Charge on numerous projects for the City.

DIANN PAY, P.E. – Project Manager
Professional Registration: Registered Civil Engineer, California C60298; NASCCO PACP, MACP, LACP (U-1003-947)



Diann Pay, P.E., an AKM Principal, serves as the Company's Director of Planning. She has served as Project Engineer or Project Manager during the preparation of twenty-nine (29) water master plans and master plan updates, and twelve (12) recycled water master plans/updates. She developed calibrated models for nearly all of these projects, including water quality models for some. She has also been responsible for conducting hydraulic analyses leading to pump selections for wells and pump stations, pressure reducing station valve selections, development of operational procedures for scheduled shutdown of major sources of supply; preparing model user manuals and training agency staff in model development and use; and conducting special studies as needed by AKM clients. Her planning group at AKM maintains the hydraulic water models and sewer models for multiple clients in Southern California. Ms. Pay is a NASCCO Certified pipeline, manhole, and lateral assessor. She is the project manager for the City's 2022 Water Master Plan project.

Ms. Pay will serve as the Project Manager for the various assigned tasks. She will ensure that adequate and appropriate resources shall remain available to the project for the entire duration. She will participate in the overall schedule and project development process and will be available to contribute in all project-related matters.

JON NITTA, P.E. – Project Engineer, Water and Sewer Studies
Professional Registration: Registered Civil Engineer, California C69987 ; NASCCO PACP, MACP, LACP (U-1106-4046)



Jon Nitta, P.E. is an expert in developing calibrated models of water, recycled water, sewer, and stormwater systems, master planning, and conducting special studies with the use of the models. He has served as Lead Engineer or Project Engineer during the preparation of fourteen (14) water master plans and master plan updates, and five (5) recycled water master plans/updates. He has conducted hydraulic analyses leading to pump selections for wells and water and stormwater pump selections, developing operational procedures for scheduled shutdown of major sources of supply; and utilizing the models for selecting sampling sites for Initial Distribution System Evaluation (IDSE) in compliance with the Stage 2 Disinfectants/Disinfection Byproducts Rule. He is a NASCCO Certified pipeline and manhole assessor. He has been responsible for the design of water pump stations, as well as pipelines and treatment facilities. Mr. Nitta will serve as a Project Engineer for the various water and sewer related tasks.

HALY HERRERA, PE – Project Engineer, Water and Sewer Studies

Professional Registration: Registered Civil Engineer, California C92354; NASCCO PACP, MACP and LACP Certified [U-1014-06022537]



Haly Herrera is a Senior Engineer with AKM Consulting Engineers. She has specialized in the planning of water, recycled/non-domestic water, and sewer systems. She developed and calibrated the system models, performed hydraulic analyses, and developed recommendations for improvements for the Moulton Niguel Water District, Irvine Ranch Water District, City of Norwalk, Mesa Water District, East Orange County Water District and Montebello Land and Water Company's potable water/recycled water/sewer models. She completed condition assessment and asset management assignments for Irvine Ranch Water District, Moulton Niguel Water District, East Orange County Water District, and Long Beach Water Department. She conducted condition assessment of Irvine Ranch Water District's wastewater collection system facilities, including the pump stations, prepared likelihood of failure and consequence of failure analyses using Infomaster, and prioritized the repair/rehabilitation/replacement projects. She will serve as a Project Engineer for the various water and sewer related tasks.

SECTION 4 : EXPERIENCE AND TECHNICAL COMPETENCE

SCOPE OF SERVICES

The scope of services offered by AKM includes all facets of planning, design and construction management/inspection for potable water, recycled water, wastewater, and stormwater projects. We have a long and distinguished record of providing on-call services to public agencies, including the City of Monterey Park. A full listing of services offered by AKM is as follows:

POTABLE WATER, RECYCLED WATER, WASTEWATER, AND STORMWATER	
▪ Master Plans ▪ Water Treatment ▪ Water Reclamation ▪ Odor Control ▪ Solids Handling ▪ Outfalls ▪ Collection Facilities ▪ Pump and Lift Stations ▪ Storm Drains and Channels ▪ Detention Basins ▪ Permitting and Regulatory Compliance	▪ Pipeline and Transmission Facilities ▪ Wells ▪ Storage Facilities ▪ Deficiency Reports and Inventories ▪ Condition Assessment ▪ Capital and Facilities Plans ▪ Improvement Plans ▪ Hydraulic Analysis ▪ Hydraulic Structures ▪ Reservoirs and Lakes ▪ Water Quality
PLANNING	
▪ Project Planning ▪ Potable Water, Recycled Water, Wastewater, and Storm Water Master Plans ▪ Facility Planning ▪ Economic and Financial Planning	▪ Conjunctive Use Planning ▪ Sewer System Management Plans (SSMP) ▪ Rate Studies ▪ Urban Water Management Plans ▪ Water Supply Assessments
TECHNICAL SERVICES	
▪ Supervisory Control and Data Acquisition (SCADA) ▪ Geographic Information Systems (GIS) ▪ Operations and Maintenance	▪ Scheduling ▪ CADD (Microstation, AutoCAD) ▪ Expert Witness
CONSTRUCTION SUPPORT	
▪ Contract Administration ▪ Inspection ▪ Construction Management ▪ Resident and Field Services	▪ Procurement ▪ Start-Up and Acceptance ▪ Project Close-Out ▪ Estimating

ON-CALL SERVICES CONTRACTS

AKM has been business for over 32 years. AKM's first sewer and water master plan services date back to the early 1990's. The core planning staff at AKM has been developing and calibrating hydraulic models for over 26 years. The software and technology has

changed over the years and AKM has continued to progress at the same time, always finding new and better ways to develop and calibrate hydraulic models. And this in turn has led to more accurate analyses and improved recommendations.

AKM entered into on-call contracts for planning, modeling, and design with the following agencies in the last 5 years:

ON-CALL SERVICES CONTRACTS IN THE LAST 5 YEARS			
Agency	Year Started and Completed	Type of Service	Project Description
City of Camarillo / Camarillo Sanitary District	2017-Current	On-Call	Water, Recycled Water, Wastewater Planning, Model Maintenance/Update, Special Studies, Design
City of Signal Hill	2017-Current	On-Call	Water and Recycled Water Planning, Design, Studies
Water Replenishment District	2018-Current	On-Call	Engineering Services and Construction Mgt. and Inspection
City of Ontario	2019-Current	On-Call	Professional Engineering Services for Utility Engineering – Potable Water, Recycled Water, Wastewater
West Basin Municipal Water District	2019-Current	On-Call	Water and Recycled Water Studies and Design and Construction Management/Inspection
East Orange County Water District	2019-Current	On-Call	Sewer Studies
Moulton Niguel Water District	2016-2022	On-Call	Hydraulic Modeling Support Services
Montebello Land & Water Co.	2020-Current	On-Call	Water Planning, Design, Studies
Long Beach Water Dept.	2021-Current	On-Call	Water, Recycled Water, Wastewater Planning, Design, Studies
City of Claremont	2021-Current	On-Call	Sewer Studies
City of Brea	2019-2022	On-Call	Sewer Studies

REFERENCES



ON-CALL ENGINEERING SERVICES FOR WATER, RECYCLED WATER, WASTEWATER PLANNING, MODEL MAINTENANCE/UPDATE, SPECIAL STUDIES, DESIGN (2017-CURRENT)

CITY OF CAMARILLO – 601 CARMEN DRIVE, CAMARILLO, CA 93010

CONTACT: LUCIA MCGOVERN, DEPUTY DIRECTOR/ENVIRONMENTAL ENGINEER (805) 388-5334

LMCGOVERN@CI.CAMARILLO.CA.US

AKM STAFF: Z. KAYIRAN (PIC), J. LOAGUE (PM/PE), D. PAY (PE), J.. NITTA, G. HOBSON



ON-CALL ENGINEERING SERVICES FOR SEWER STUDIES (2019-CURRENT)

EAST ORANGE COUNTY WATER DISTRICT - 185 N. McPherson Road, Orange, CA 92869

CONTACT: JEFF SMYTH, ENGINEERING MANAGER (714) 538-5815 JSMYTHS@EOCWD.COM

AKM STAFF: Z. KAYIRAN (PIC), D. PAY (PM), J. NITTA (PE), HERRERA (STAFF ENGINEER)



ON-CALL ENGINEERING SERVICES FOR HYDRAULIC MODELING SUPPORT AND TRAINING (2016-2022)

MOULTON NIGUEL WATER DISTRICT: 26161 GORDON ROAD, LAGUNA HILLS, CA 92653

CONTACT: MR. RODNEY S. WOODS, DIRECTOR OF ENGINEERING – (949) 831-2500 RWOODS@MNWD.COM

AKM STAFF: Z. KAYIRAN (PIC), D. PAY (PM), J. NITTA (PE), H. HERRERA (LEAD ENGINEER)



ON-CALL ENGINEERING SERVICES FOR WATER PLANNING, DESIGN, AND STUDIES (2020-CURRENT)

MONTEBELLO LAND AND WATER COMPANY – 344 E. MADISON AVENUE MONTEBELLO, CA 90640

CONTACT: KOREY BRADBURY, GENERAL MANAGER (323) 722-8654 KOREY@MTBLW.COM

AKM STAFF: Z. KAYIRAN (PM), D. BAKER (PE), H. HERRERA (LEAD ENGINEER)



ON-CALL ENGINEERING SERVICES FOR WATER, RECYCLED WATER, WASTEWATER PLANNING , DESIGN, AND STUDIES (2021-CURRENT)

LONG BEACH WATER DEPARTMENT - 1800 E. WARDLOW ROAD, LONG BEACH, CA 90805

CONTACT: JINNY C. HUANG-UY, P.E., SENIOR PROGRAM MANAGER (562) 570-2346 JINNY.HUANG@LBWATER.ORG

AKM STAFF: Z. KAYIRAN (PIC), D. PAY (PM), J. NITTA (PE), HERRERA (STAFF ENGINEER)

PROJECT SPECIFIC EXPERIENCE

AKM Consulting Engineers has a long and distinguished track record in providing quality engineering services, especially with respect to planning, design, and construction support of water, recycled water, and wastewater systems. Specific examples of AKM's experience related to on-call water engineering services are listed below.

ON-CALL UTILITY ENGINEERING SUPPORT SERVICES

City of Ontario – 1425 S. Bon View Avenue, Ontario, CA 92761

Contact: Christy Stevens (909) 395-2025 Cstevens@ontarioca.gov

Role: Prime **A/E Fee:** \$440,000 **Years of Service:** 2018-2022

AKM Staff: Z. Kayiran (PIC), D. Pay (PM), J. Nitta (PE), H. Herrera, C. Valle

Scope of Services: Utility Engineering Support Services Involving Planning, Development, and Other Utility Engineering Programs Support; Special Sewer and Water Studies; Hydraulic Modeling

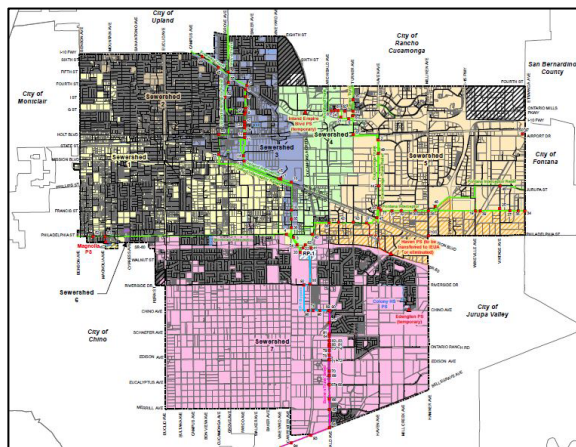
Sewer Analysis Studies

AKM Staff: Z. Kayiran, D. Pay, J. Nitta, H. Herrera, C. Valle

Description: Updating the model to include new development loads and providing potential capacity deficiencies and system recommendations

Projects:

- Review of Meredith Sewer Capacity Analysis (2019)
- Analysis of Inland Empire Blvd and Cedar Siphon (2019)
- Mill Creek – Edenglen Specific Plan Amendment (2020)
- Ontario Center Specific Plan – Piedmonte Overlay (2020)
- The Avenue Specific Plan Land Use Change Study (2020)
- Subarea 29 Specific Plan Amendment (2021)
- Downtown C-D Block (2022)
- Downtown G-K Block (2022)
- Euclid and Walnut (2022)



Water Analysis Studies:

AKM Staff: Z. Kayiran, D. Pay, J. Nitta, H. Herrera

Description: Updating the model to include new development loads and providing potential capacity deficiencies and system recommendations

Projects:

- City of Chino Interconnection (2018)
- 925 Zone Pressure Discrepancy (2019)
- Parkside (2020)
- TM-20316 (2020)
- Ontario Airport 12-inch Outage (2020)
- Ontario Ranch West Phase 2 (2019-2020)
- Ontario Center Specific Plan (2020)
- Ontario Business Park Specific Plan (2020)
- CDA Outage (2020)
- Interim Model Scenario (2021)
- Chino and Grove PRS (2021)



ON-CALL ENGINEERING SERVICES

Moulton Niguel Water District – 26880 Aliso Viejo Parkway, Aliso Viejo, CA 92656

Contact: Rodney S. Woods, Director of Engineering Rwoods@mnwd.com

Role: Prime **A/E Fee:** \$65,000 from 2019-2022; Time and Materials 2016-2019 **Years of Service:** 2016-2022

AKM Staff: Z. Kayiran (PIC), D. Pay (PM), J. Nitta, H. Herrera

Scope of Services: As-needed Hydraulic Modeling Support and Training

Water Analysis Studies:

AKM Staff: Z. Kayiran, D. Pay, J. Nitta, H. Herrera

Description: The recycled water model was used to evaluate and analyze the 690 Zone for recycled water and provide a recommendation on how to operate the Zone as a closed system. AKM also developed a desktop tool that allowed for the analysis of monthly recycled water supply and demand conditions to determine what size DPR was plausible throughout the year, what amount of seasonal storage would be needed, and what pumping capacity would be needed to replenish MNWD's seasonal storage volume in Upper Oso reservoir during the low demand months. Then the hydraulic model was run to simulate the effect of a potential DPR facility on the actual hydraulics of the system.

Projects:

- 690 Zone Recycled Water Evaluation (2019)
- Review of Potable Water Model (2021)
- Direct Potable Reuse Desktop Analysis (2021)
- Direct Potable Reuse Modeling Analysis (2021)



Sewer Analysis Studies:

AKM Staff: Z. Kayiran, D. Pay, J. Nitta, H. Herrera

Description: Evaluated the feasibility of diversion of wastewater flows to North Aliso Creek Sewage Lift Station for further conveyance to the 3A treatment plant.

Projects:

- Tributary Flow to JB Latham Treatment Plant (2016)
- Valencia Lift Station Feasibility Study (2017)
- North Aliso Creek Lift Station Evaluation (2019)
- Inflow and Infiltration Analysis (2019-2022)



ON-CALL PLANNING SERVICES (2019-Current)

East Orange County Water District – 185 N. McPherson Road, Orange, CA 92869

Contact: Jeff Smyth, Engineering Manager (714) 538-5815 jsmyth@eocwd.com

Role: Prime **A/E Fee:** Time and Materials **Years of Service:** 2019-2022

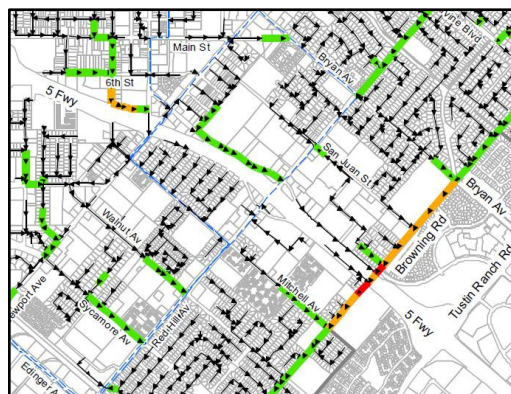
AKM Staff: Z. Kayiran (PIC), D. Pay (PM), J. Nitta (PE), H. Herrera (PE)

Scope of Services: On-Call Sewer Planning Services

Sewer Hydraulic Model Analyses:

Description: Utilizing the hydraulic model to evaluate the sewer capacity as new developments are requested and as CIP projects are conducted.

- **Projects:** B Street and I-5 Freeway Crossing (2019)
- School's First (2019)
- Clearwater Living (2019)
- Tract 15591, Cole Lane (2019)
- Lafayette Walgreens (2019)
- Tustin Raquet Club, Ranch Hills Community (2020)
- Cowan Ranch (2020)
- 19051 Fowler Avenue (2021)
- 1941 El Camino Real (2021)
- 19102 E. Smiley Dr (2021)
- 17802 Irvine Blvd (2021)
- 15771 Redhill Ave (2021)



TECHNICAL COMPETENCE

COMPUTER APPLICATIONS

The achievement of superior engineering services is assisted by the continued implementation of advanced computer applications, modeling software, techniques and products. The office maintains in-house CADD capabilities, and engineering design work and computations are computer based. An in-house library of standard software application packages is maintained and continually updated. AKM also owns multiple ArcGIS, InfoWaterPro, InfoSewer, and InfoAsset software licenses making it possible for staff members to work simultaneously on multiple planning/modeling assignments, if necessary.

TECHNICAL STAFF

The staff presented in the Staffing Resources section of this proposal are the core planning and modeling staff at AKM. The entire technical staff of AKM is comprised of recognized experts in water resources planning, design, construction, operations and management. As needed, other AKM staff will be called upon for their expertise in any given project. Every assignment is managed by principals of the firm to ensure that the project receives detailed attention. All work is thoroughly reviewed by senior company officers prior to any milestone submittal or issuance of project documents.

STRENGTH AND STABILITY OF THE FIRM

AKM Consulting Engineers has been providing water resources engineering planning, condition assessment, design, and construction management/inspection services for over 31 years. Over 95% of our work has consistently been with repeat clients, which is a testament to the quality of our work. AKM has no bankruptcy, planned office closure or impending mergers that may impede AKM's ability to complete the project.

Our staff is made up of seasoned professionals who have worked together on numerous projects. They have been with the company for many years and have worked together even longer. They are experts in their fields. Our work is of very high quality, resulting in minimal, if any, change orders in implementation. We have been retained as expert witness by several public agencies on Waste Discharge Requirements related issues, construction defects, and flooding issues.

We provide as-needed/on-call planning, engineering, and construction management/inspection services to many agencies involving potable water, recycled water, wastewater, and stormwater projects. We maintain the hydraulic water and sewer models of several of our clients and conduct analyses for them in support of facility operation, pump selection, alternatives evaluation, and impact of future development on the systems.

We utilize the services of several specialty subconsultants in providing complete project delivery to our clients. We have worked with these subconsultants on many successful pipeline, pump station, well, reservoir, treatment plant, and other facility improvement projects, as well as special planning studies.

WHY AKM IS THE BEST CHOICE IN PROVIDING SERVICES

- AKM's Project Team has directly related experience in all elements of the services requested by the City.
- Our work product is of outstanding quality and is performed by and under the direction of senior staff who have been with AKM for many years.
- Our planning and hydraulic modeling work is very detailed and well documented.
- AKM has successfully provided on call services to numerous agencies on time and within budget.

PROJECT MANAGEMENT

AKM Consulting Engineers employs an "integrated project management" approach for each project. To ensure that the project delivers successful results, a work plan is established at the inception, and resource loaded work elements and a schedule are prepared. This schedule and work elements are integrated with the special needs of the project and the Client. Regular reporting of project status is accomplished by routine monitoring of progress against the established work elements and resource allocations by task. Any slips in schedule, technical difficulties, or unforeseen conditions are promptly recognized, quantified and addressed, and the Client is appraised. This approach results in technically superior work products completed within schedule and budget to full satisfaction of the clients.

SECTION 5: PROPOSED METHOD TO ACCOMPLISH THE WORK

AKM's approach to each project assigned is specifically tailored to the established goals, objectives, schedules, and budgets identified by our clients. Our work plans are detailed and specific to each project's unique requirements. However, fundamental core values and principals are integrated into and employed on each and every project AKM undertakes.

Developing proper insight into the project and its goal, obtaining the proper data for use on the project, and close coordination with the City are essential to completing successful projects. These elements minimize the possibility of errors, promote timely exchange of information and identification of issues, and formulation of solutions. Staffing the project with the most qualified team members is another essential part of its success. Our Project Team is fully equipped to address the scope of work of all the expected services.

PROJECT IDENTIFICATION, COST ESTIMATES, AND SCHEDULES

Requests to review proposed developments and its impact on the City's water and sewer systems will be reviewed by principals/principal engineers of the City to assess how AKM can best respond to both the technical requirements of the work and the desired schedule. This principal/principal engineer of the company will be not only responsible for preparation of the cost estimate to review the proposed development, but will also participate in the work until completion. The principal/principal engineer will be responsible for thoroughly reviewing the task requirements, ask questions as necessary, in order to develop thorough insight into the study and all required scope elements. .

Typically, the information needed to conduct an analysis of the effect of a proposed development is as follows:

1. Location of development
2. Land use description – type of land use, acreage, type and number of dwelling units, square footage of buildings, etc.
3. Estimated number of residents or employees
4. Water or sewer estimates, if any
5. Site plan of development
6. Development utilities plan showing points of connection to the City's water and sewer system
7. Confirmation of planned fire sprinkler system
8. Pump information if flow is planned to be pumped into the City's sewer system
9. As-built plans for City's water and sewer system
10. Flow monitoring data
11. Fire flow test data

It will be helpful if this information is provided when the City requests AKM to develop a cost estimate to analyze the proposed development impacts. A letter outlining the scope of work, budget and schedule to complete the task will be submitted to the City following each request.

PROJECT INITIATION

Once the City provides a notice to proceed and any requested data to AKM, the project will be initiated. Meetings will be held on an as-needed basis. Data collection will always be the initial step of a project. If not provided prior to project initiation, we will meet with City staff to determine what information is available and how it can be provided for the study.

PROJECT PROGRESS

We will provide weekly or bi-weekly check-ins, as deemed by the City Project Manager. This check-in will be in the form telephone call, virtual call/meeting, or email to the City's Project Manager. The check-in shall include current project status, tasks or items completed since the last project update, tasks and items expected to be completed in the coming weeks, any issues that may affect project status, and any action items.

For assignments with durations longer than one month, we will provide monthly status reports and invoices. The status report will include a brief description of the activities completed, upcoming activities, budget status, data requests/action items, and description of any issues that may affect project status.

WORKING WITH EXISTING HYDRAULIC MODELS

Water Model

The City's existing hydraulic model and service criteria developed during the 2012 Water Master Plan project will initially be utilized for water analyses. Prior to the first analysis assigned, AKM will make the following adjustments to the existing model:

1. Globally adjust the demands in the model to match the latest production/purchase information to account for the water conservation that has occurred in the past ten years.
2. Update the pipe diameters for the pipes replaced since 2012 (City staff provided locations and sizes for current Master Plan work)

When the water model update is completed for the 2022 Water Master Plan project, the new model will be used to conduct analyses of the water system.

The following tasks are the typical analyses to be run when evaluating a proposed development:

1. Data collection and review
2. Calculate average and maximum day demands based on proposed land use and recommended unit demand factor
3. Determine required fire flow based on proposed land use
4. Run maximum day and maximum day demand plus fire scenarios
5. Identify any system deficiencies due to proposed development (i.e. low residual pressure or high velocities during fire event)
6. Develop recommendations for system improvements as needed
7. Provide City with summary letter report

Sewer Model

The City currently does not have a hydraulic model of the system for use. The data available is sewer atlas maps showing sewer pipe and manhole locations, pipe size, and direction of flow. In lieu of a hydraulic model, we will select flow monitoring locations downstream of the proposed development to check system flows and depths at those select locations. We will keep in mind hydraulic deficiency areas previously identified in the 1996 Sewer Master Plan report. If these sewers are downstream of the proposed development, they should definitely be selected for monitoring. If any locations have depths of flow exceeding the City depth to diameter ratio criteria, further investigation may be requested to determine the extent of the deficiencies. This may be in the form of as-built plans and/or additional flow monitoring.

The City is planning on developing a sewer model during a future Sewer Master Plan project. When the sewer model is completed, it will be utilized for all development studies to determine capacities downstream of a proposed development.

The following tasks are the typical analyses to be run when evaluating a proposed development:

1. Data collection and review
2. Select flow monitoring locations downstream of development
3. Calculate average sewage load based on proposed land use and recommended unit flow factor
4. Run peak dry weather scenario in sewer model (i.e. spreadsheet model)
5. Review any flow monitoring data and compare to model results; adjust model as needed
6. Identify any system deficiencies due to proposed development (i.e. PDWF d/D ratio exceeds criteria)
7. Develop recommendations for system improvements as needed
8. Provide City with summary letter report

DELIVERABLES

Deliverables will typically be a summary letter report in Acrobat format following the completion of the assigned project. The summary letter will describe the analysis and state whether or not the proposed development can be served by the City's current water and sewer system. If deficiencies in the water and/or sewer system are discovered, recommendations for improvements will be made so that the proposed development can be provided proper water and sewer service.

SECTION 6 FEE SCHEDULE

AKM's proposed Fee Schedule is shown below.

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

SECTION 7: SAMPLE INSURANCE CERTIFICATE

A sample certificate of liability insurance for AKM is shown below:

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/16/2019				
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 Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Casualty Insurance Company NAIC # 29424 INSURER B: Sentinel Insurance Company 11000 INSURER C: Travelers Casualty and Surety Co of America 31194 INSURER D: INSURER E: INSURER F:					
INSURED AKM Consulting Engineers, Inc. 553 Wald Street Irvine CA 92618-4627	AKMCONSUL					
COVERAGES CERTIFICATE NUMBER: 1003951934 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y Y	57SBWLU8719	9/20/2019	9/20/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	57SBWLU8719	9/20/2019	9/20/2020	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y Y	57SBWLU8719	9/20/2019	9/20/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	57WEGZ50250	9/20/2019	9/20/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		105344511	9/20/2019	9/20/2020	\$2,000,000 \$2,000,000 per Claim Annual Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR PROPOSAL PURPOSES ONLY. AN ACTUAL CERTIFICATE WILL BE ISSUED AT THE REQUEST OF THE NAMED INSURED.						
CERTIFICATE HOLDER *****SAMPLE CERTIFICATE*****				CANCELLATION 30 Days Notice of 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 		

ACORD 25 (2016/03)

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SECTION 8: RESUMES

Resumes are provided on the following pages.

ZEKI KAYIRAN

PRINCIPAL IN CHARGE

48 YEARS OF EXPERIENCE
31 YEARS WITH AKM



PROFESSIONAL REGISTRATION

Registered Civil Engineer, California (C29330)

EDUCATION

Master of Science, Civil Engineering – CSU, Long Beach

Bachelor of Science, Civil Engineering – Robert College

Mr. Kayiran provides comprehensive technical and management expertise in the planning, design and construction management/inspection of water resources engineering projects. His professional background includes a blend of consulting engineering and academic experience, including a part-time instruction in the field of fluid mechanics and hydraulic design at California State University, Long Beach. For the past 13 years, he has been teaching water system planning, groundwater well and treatment facility design as part of the senior project design class at University of California, Irvine. His experience covers planning, design, and construction support, construction management and inspection services for recycled water, potable water, sewer, and storm water projects. His previous experience includes:

- Water and Recycled Water Master Plans (46)
- Development of Hydraulic Models and Model Calibration
- Water and Recycled Water Supply Analyses
- Water and Recycled Water Market and Demand Assessment
- Water and Recycled Water Seasonal Storage Analyses
- Preliminary Design Reports, Alignment Studies, Plan Preparation, Specifications, Estimates, Construction Management and Inspection, and Construction Support for
 - Water and Recycled Water Pump Station Designs (44)
 - Transmission and Distribution Pipelines (over 1,000,000 ft)
 - Reservoirs (16) and Wells (28)
 - Storm Water Pump Stations (19)
 - Sewer Pump Stations (60)
 - Treatment Plants (15)
- Condition Assessment of Pump Stations and Reservoirs
- Expert Witness Services to Public Agency Clients
- Sewer Master Plans and Sewer System Management Plans (39)
- Sewer Hydraulic Model
 - Sewer Geodatabase and Model Geometry
 - Flow Monitoring, Sewer Unit Flow Factors, Sewer Return Ratios, Peaking Relationships
 - Model Calibration and System Analysis
 - Capital Improvement Program
- Flow Monitoring Studies
- Rain Dependent Inflow and Infiltration Analyses
- Gravity Sewer Condition Assessment (CCTV)
- Sewer Risk Assessment
- Sewer Pump Station Condition Assessment
- Overflow Emergency Response Plan (7)
- Operation and Maintenance Programs (27)
- FOG Discharge Manuals (8)
- Regional Connection Studies (BOD5 and TSS Loads)
- Sewer Development Hydraulic Analyses
- Agency Expert for Agency Lawsuits

His experience related to this project includes:

WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Monterey Park – Principal in Charge
- Tustin – Principal in Charge
- Compton – Principal in Charge
- Rowland Water District – Principal in Charge
- PFAS Treatment Plant Tustin – Principal in Charge
- Compton – Principal in Charge
- Ontario – Principal in Charge
- Long Beach Water District – Principal in Charge
- Bellflower Somerset MWC – Principal in Charge
- Buena Park – Principal in charge
- Camarillo – Principal in Charge
- Irvine Ranch Water District – Principal in Charge
- Norwalk – Principal in Charge
- Mesa Water District – Principal in Charge
- Port Hueneme – Principal in Charge
- Manhattan Beach – Project Manager

RECYCLED WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Moulton Niguel Water District – Principal in Charge
- San Clemente – Principal in Charge
- West Basin Municipal WD – Principal in Charge
- Irvine Ranch Water District – Principal in Charge

SEWER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Brea – Principal in Charge
- Ontario – Principal in Charge
- East Orange County WD – Principal in Charge
- Seal Beach – Principal in Charge
- Garden Grove SD – Principal in Charge
- Culver City – Principal in Charge
- Irvine Ranch Water District – Principal in Charge
- Claremont – Principal in Charge
- Redondo Beach – Principal in Charge
- El Segundo – Principal in Charge
- Stanton – Principal in Charge

SEWER CONDITION/RISK ASSESSMENTS

- Garden Grove Sanitary District – Principal in Charge
- Redondo Beach – Principal in Charge
- East Orange County WD – Principal in Charge
- Garden Grove Sanitary District – Principal in Charge
- Irvine Ranch Water District – Principal in Charge

DIANN PAY, P.E.

PROJECT MANAGER

26 YEARS OF EXPERIENCE
26 YEARS WITH AKM



PROFESSIONAL REGISTRATION

Registered Civil Engineer, California (C60298)
NASCCO PACP, MACP, LACP (U-1003-947)

EDUCATION

Master of Science, Environmental Water Resources - UC, Berkeley
Bachelor of Science, Civil Engineering - UC, Los Angeles

Mr. Pay is the Director of Planning for AKM Consulting Engineers. In this capacity she specializes in planning and design of potable water, recycled water and wastewater systems. She has served as Project Manager, Project Engineer or Lead Engineer during the preparation of twenty-nine (29) water master plans/updates, twelve (12) recycled water master plans/updates, and thirty-three (34) sewer master plans/updates. She is a certified pipeline, manhole, and lateral assessor by the NASCCO Pipeline Assessment and Certification Program. Ms. Pay's experience includes the following:

- Water Master Plans (29)
- Recycled Water Master Plans (12)
- Development of Water Models
 - Model Geometry, Demand Allocation, Diurnal Patterns, Peaking Relationships
 - Model Calibration
 - System Hydraulic Analyses
 - Preparation of Model User Manual and Training
- Water and Recycled Water Market and Demand Assessment
 - Evaluation of Irrigation and Commercial Customers
 - Analyze System Supply Restrictions
 - Comparison to Potable Water Costs
- Water and Recycled Water Seasonal Storage Analyses
- Hydraulic Analysis for Pump Selections for Pump Stations and Wells
- Risk Assessments (i.e. Likelihood of Failure and Consequence of Failure)
- Recycled Water Pipeline Hydraulic Feasibility Studies
- Sewer Master Plans and Sewer System Management Plans (34)
- Development of Sewer Models
 - Model Geometry, Load Allocation, Flow Monitoring, Sewer Unit Flow Factors, Sewer Return Ratios, Peaking Relationships
 - Model Calibration
 - System Hydraulic Analyses
 - Preparation of Model User Manual and Training
- Rain Dependent Inflow and Infiltration Analyses
- Sewer Condition Assessment (over 10 million feet of sewer pipe)
- Sewer Feasibility Studies (31)
- Septic Tank Conversion Evaluations
- Overflow Emergency Response Plans (5)
- Operation and Maintenance Programs (21)
- FOG Discharge Manuals (4)
- Regional Connection Studies (BOD5 and TSS Loads)
- Interagency Shared Facility Studies

Her experience related to this project:

WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Monterey Park – Project Manager
- Tustin – Project Manager
- Compton – Project Manager
- Rowland Water District – Project Manager
- PFAS Treatment Plant Tustin – Project Manager
- Compton – Project Manager
- Ontario – Project Manager
- Long Beach Water Department – Project Manager
- Bellflower Sommerset MWC – Project Manager
- Buena Park– Project Manager
- Camarillo–Project Manager
- Irvine Ranch Water District – Project Manager
- Norwalk – Project Manager
- Mesa Water District – Project Manager

RECYCLED WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Moulton Niguel Water District – Project Manager
- San Clemente – Project Manager
- West Basin Municipal WD – Project Manager
- Irvine Ranch Water District – Project Manager

SEWER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Brea – Project Manager
- Ontario – Project Manager
- East Orange County Water District - Project Manager
- Seal Beach – Project Manager
- Garden Grove Sanitary District – Project Manager
- Culver City – Project Manager
- Irvine Ranch Water District – Project Manager
- Claremont – Project Manager
- Redondo Beach – Project Manager
- El Segundo – Project Manager
- Stanton – Project Engineer
- Norwalk – Project Engineer

SEWER CONDITION/RISK ASSESSMENTS

- Garden Grove Sanitary District – Staff Engineer
- Redondo Beach – Staff Engineer
- East Orange County Water District – Staff Engineer
- Garden Grove Sanitary District – Staff Engineer
- Irvine Ranch Water District – Staff Engineer

JON NITTA, P.E.
PROJECT ENGINEER
WATER AND SEWEWR STUDIES

20 YEARS OF EXPERIENCE
20 YEARS WITH AKM



PROFESSIONAL REGISTRATION

Registered Civil Engineer, California (C69987)
NASCCO PACP, MACP, LACP (U-1106-4046)

EDUCATION

Bachelor of Science, Civil Engineering
University of California, Los Angeles

Mr. Nitta is a Senior Engineer with AKM Consulting Engineers. He is an expert in developing calibrated hydraulic models and conducting system analyses using those models. He served as a Project Engineer or a Lead Engineer for the preparation of potable water, recycled water and sewer master plans; conducted alignment and feasibility studies for numerous pipeline projects, as well as condition assessment of linear and vertical assets for public agencies. His experience includes:

- Water Master Plans and Updates (16)
- Recycled Water Master Plans and Updates (9)
- Development of Hydraulic Models
 - GIS Geodatabase, Model Geometry, Demand Allocation, Diurnal Patterns, Peaking Relationships
 - Model Calibration to Field and SCADA Data, System Hydraulic Analysis, Model Manual Development, Capital Improvement Program
- Recycled Water Market and Demand Assessment
- Likelihood of Failure, Consequence of Failure, and Risk Assessments (Artificial Intelligence and Machine Learning)
- Conducted Hydraulic Analyses Leading to Pump Selections for Pump Stations and Wells
- Water and Sewer Rate Studies
- Recycled Water Pipeline Plan Preparation, Specification and Estimates
- Sewer Master Plans and Sewer System Management Plans (16)
- Sewer Hydraulic Model
 - Sewer Geodatabase, Model Geometry, Flow Monitoring, Sewer Unit Flow Factors, Sewer Return Ratios, Peaking Relationships
 - Model Calibration, System Analysis, and Capital Improvement Program
- Flow Monitoring Studies
- Rain Dependent Inflow and Infiltration Analyses
- Sewer Condition Assessment (CCTV) and Risk Assessment
- Sewer Pump Station Condition Assessment
- Overflow Emergency Response Plans (7)
- Operation and Maintenance Programs (11)
- FOG Discharge Manuals (8)

His experience related to this project:

WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Compton – Project Engineer
- Rowland Water District – Project Engineer
- Bellflower Somerset MWC – Project Engineer
- Long Beach Water Department – Project Engineer
- Ontario – Project Engineer
- Buena Park – Project Engineer
- Camarillo – Project Engineer
- Mesa Water District – Project Engineer
- Norwalk – Project Engineer
- Irvine Ranch Water District – Project Engineer
- Seal Beach – Project Engineer
- Port Hueneme – Project Engineer
- Manhattan Beach – Project Engineer
- Whittier – Staff Engineer

RECYCLED WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Moulton Niguel Water District – Project Engineer
- San Clemente – Project Engineer
- West Basin Municipal WD – Project Engineer
- Irvine Ranch Water District – Project Engineer

SEWER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Ontario – Project Engineer
- East Orange County WD – Project Engineer
- Seal Beach – Project Engineer
- Irvine Ranch Water District – Project Engineer
- Garden Grove Sanitary District – Project Engineer
- Redondo Beach – Project Engineer
- Newport Beach – Staff Engineer
- Stanton – Staff Engineer
- Norwalk – Staff Engineer
- Camarillo Sanitary District – Staff Engineer
- Brea – Staff Engineer
- Cypress – Staff Engineer
- Fountain Valley – Staff Engineer
- Los Angeles – Staff Engineer
- Seal Beach – Staff Engineer

HALY HERRERA, P.E.

PROJECT ENGINEER
WATER AND SEWER STUDIES

9 YEARS OF EXPERIENCE
9 YEARS WITH AKM



PROFESSIONAL REGISTRATION

Registered Civil Engineer California (C92354)
NASSCO PACP, MACP, LACP (U-1014-06022537)

EDUCATION

Bachelor of Science, Environmental Engineering -
University of California, Irvine

Ms. Herrera is a lead engineer for AKM Consulting Engineers. In this capacity she has specialized in the planning of water, recycled/non-domestic water, and wastewater systems. She is also a certified pipeline and manhole assessor by the NASSCO Pipeline Assessment and Certification Program. Her related experience includes:

- Water Master Plans and Updates (9)
- Recycled Water Master Plans and Updates (4)
- Development of Hydraulic Models
 - GIS Geodatabase, Model Geometry, Demand Allocation, Diurnal Patterns, Peaking Relationships
 - Model Calibration to Field and SCADA Data, System Hydraulic Analysis, Model Manual Development, Capital Improvement Program
- Recycled Water Market and Demand Assessment
- Likelihood of Failure, Consequence of Failure, and Risk Assessments (Artificial Intelligence and Machine Learning)
- Conducted Hydraulic Analyses Leading to Pump Selections for Pump Stations and Wells
- Sewer Master Plans (8)
- Sewer Hydraulic Model
 - Sewer Geodatabase and Model Geometry
 - Flow Monitoring, Sewer Unit Flow Factors, Sewer Return Ratios, Peaking Relationships, Loading Diurnal Patterns
 - Wet Weather Flows and Analysis
 - Model Calibration
 - System Analysis – Extended period and steady state
 - Capital Improvement Programs
- Flow Monitoring Studies
- Sewer Feasibility Studies
- Gravity Sewer Condition Assessment (CCTV)
- Septic Tank Conversion Evaluations
- Sewer Risk Assessments
- Operation and Maintenance Programs
- Sewer System Management Plan Audits
- Sewer Pump Station Condition Assessments
- Vertical Asset Register Population and Assessments

WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Monterey Park – Project Engineer (ongoing)
- Glendora – Project Engineer (ongoing)
- Tustin – Project Engineer
- Montebello Land and Water Company – Project Engineer
- Ontario – Staff Engineer
- Buena Park – Staff Engineer
- Camarillo – Staff Engineer
- Mesa Water District – Staff Engineer
- Norwalk – Staff Engineer

RECYCLED WATER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Moulton Niguel Water District – Project Engineer
- San Clemente – Staff Engineer
- West Basin Municipal Water District – Staff Engineer
- Irvine Ranch Water District – Staff Engineer

SEWER MASTER PLANS/ MODEL DEVELOPMENTS/HYDRAULIC ANALYSIS

- Ontario – Project Engineer
- East Orange County Water District – Project Engineer
- Brea – Staff Engineer
- Irvine Ranch Water District – Staff Engineer
- Culver City – Staff Engineer
- Seal Beach – Staff Engineer
- Claremont – Staff Engineer
- El Segundo – Staff Engineer

SEWER CONDITION/RISK ASSESSMENTS

- Garden Grove Sanitary District – Staff Engineer
- Redondo Beach – Staff Engineer
- East Orange County Water District – Staff Engineer
- Garden Grove Sanitary District – Staff Engineer
- Irvine Ranch Water District – Staff Engineer



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Steve Sizemore, Interim Director of Community Development
Jessica Serrano, Planning Manager

SUBJECT: A public hearing to consider introduction and first reading of an Ordinance (Zoning Code No. 22-01) adding Chapter 21.19 (Inclusionary Housing) to Title 21 (Zoning) of the Monterey Park Municipal Code to implement the Monterey Park Housing Element; and adoption of a Resolution establishing an in-lieu inclusionary housing fee calculation.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing:
 - a. Introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 (Inclusionary Housing) to Monterey Park Municipal Code Title 21 (Zoning) to implement the Monterey Park Housing Element
 - b. Adopt Resolution No. _____ establishing an in-lieu inclusionary housing fee calculation; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Housing Element provides that the City Council will consider an inclusionary housing ordinance before the end of 2022. A draft Ordinance and Resolution establishing an in-lieu inclusionary housing fee calculation was prepared for City Council consideration.

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

The Resolution (Attachment 2), establishes an in-lieu inclusionary housing fee calculation. This would equate to the financial impact or “affordability gap” that is created by the Ordinance’s inclusionary housing requirements. In-lieu fees would be deposited into an affordable housing trust fund. Separate from the City’s General Fund, the

affordable housing trust fund monies must be used exclusively for encouraging affordable housing in the City.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) and its implementing guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, the “CEQA Guidelines”), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance or Resolution may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a “project” as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378). The notice of exemption prepared for this project is contained in Attachment 4.

BACKGROUND:

The City adopted the 2021-2029 Housing Element of the General Plan on January 19, 2022. Housing Element Program 15 provides that the City Council will consider an inclusionary housing program. Such programs require certain residential and mixed-use developments to designate a percentage of units within the development as affordable housing. Alternatively, a developer may construct off-site units or pay a fee.

On September 7, 2022, the City Council held a discussion on potential inclusionary housing standards. The Council generally supported inclusionary housing requirements and directed staff to develop an ordinance.

On September 27, 2022, the Planning Commission adopted a resolution recommending that the City Council adopt the draft Ordinance and Resolution. Additionally, the Planning Commission recommended the City Council consider the following Ordinance amendments:

- Lower percentage of required affordable units to 10%-12%; instead of 15% as proposed;
- If a developer provides more affordable units beyond what is required, then the City may offer incentives. For example, if the percentage is X and a developer provides X + 1%, then the development can get one or more incentives on development standards;
- If a development contains units for extremely low- and very low-income households, it can receive a credit and reduce the overall number of affordable units required (see City of Alhambra’s approach in the survey in Attachment 3). This would be an optional incentive rather than a requirement;
- When applying the percentage of required affordable units, if the number of required units results in a fraction, the proposed ordinance should be equitable in either requiring the developer to provide the unit or paying the full in-lieu fee

amount instead of allowing the developer to pay a fraction of the in-lieu fee for a unit.

Once created, the proposed affordable housing trust fund would receive \$100,000 in seed money from the City. This money stems from the Celadon mixed-use project that the City Council approved earlier this year and constitutes one of the developer's public benefit obligations within the Development Agreement. The City Council anticipated the creation of this trust fund at that time and expected the developer to assist the City with implementing the Housing Element's objectives.

Proposed Ordinance:

Attachment 3 contains a summary of some of the inclusionary housing ordinances that were reviewed when preparing the draft Ordinance. The following table provides a summary of the major components of the proposed Ordinance:

Applicability	Projects creating 5 or more dwelling units
Affordability Levels*	For rent projects: - 9% Low-Income Households - 6% Moderate-Income Households For sale projects: - 15% Moderate-Income Households
Alternative Compliance Methods	- Inclusionary Housing In-lieu Fee prior to issuance of certificate of occupancy - Off-Site Units
Standards for For-Sale Units	- Must be affordable for 45 years - Must certify purchaser's income - City consent required prior to leasing or renting inclusionary unit - Purchaser of inclusionary units must occupy as "principal residence" - Affordability restrictions must be disclosed to new owners
Standards for Rental Units	- Must be affordable for 55 years - Must certify renter's income - Renter cannot sublease without City approval - Affordability restrictions must be disclosed to new owners
Standards	- Inclusionary Housing Units must be comparable to market rate units and dispersed throughout development - Certification of continuing occupancy of inclusionary unit by eligible households
Agreement	Inclusionary Housing Agreement required between developer and City prior to building permit issuance
Modifications or Waivers	- Modifications or waivers to requirements may be allowed under certain circumstances, subject to Director approval - Director's approval may be appealed to Planning Agency

* Income levels are established on an annual basis by California law and published by the California Housing and Community Development Department (HCD).

Proposed In-Lieu Fee Calculation:

The draft Ordinance offers an option for housing developers to pay an in-lieu fee as an alternative to providing affordable housing units within a new development. The calculation methodology contained in the Resolution (Attachment 2) is summarized below:

1. Compile projected market rate prices/rents for proposed project.
2. Calculate the maximum affordable price/rents.
3. Market Rate prices/rents – Affordable price/rent = “Affordability Gap”
4. (Affordability Gap) x (Number of Affordable Units required) = Financial Impact/In-Lieu Fee

FISCAL IMPACT:

There no identifiable fiscal impacts associated with adopting the Ordinance and Resolution (other than administrative costs associated with codifying the Ordinance).

Respectfully submitted by:

Prepared by:



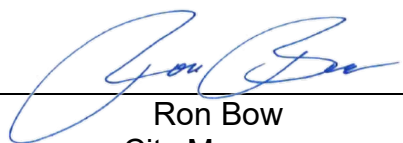
Steve Sizemore
Interim Director of Community
Development



Jessica Serrano
Planning Manager

Approved by:

Reviewed by:



Ron Bow
City Manager



Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS:

1. Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.19, entitled “Inclusionary Housing,” to implement the Monterey Park Housing Element
2. Resolution No. _____ establishing an in-lieu inclusionary housing fee calculation
3. Survey of Inclusionary Housing Ordinances in Surrounding Communities
4. Notice of Exemption

ATTACHMENT 1

Draft Inclusionary Housing Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE TITLE 21 (ZONING) TO ADD CHAPTER 21.19, ENTITLED “INCLUSIONARY HOUSING,” TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. The California (“State”) Legislature declared that cities must use their vested powers to facilitate housing development “for the housing needs of all economic segments of the community” (Gov. Code § 65580, subd. (d)).
- B. In *Building Industry Association v. City of San Jose* (2015) 61 Cal.4th 435, the California Supreme Court upheld cities’ ability to adopt inclusionary housing requirements utilizing their police powers.
- C. Pursuant to Government Code §§ 65850 and 65850.1, cities may adopt ordinances requiring inclusionary housing requirements for *rental* residential developments so long as they offer alternative means of compliance.
- D. January 19, 2022, the City Council adopted the 2021-2029 Housing Element to develop a comprehensive strategy for providing safe, decent and affordable housing within the community.
- E. Goal 4 of the adopted Housing Element for the city of Monterey Park (“City”) commits to assist in providing housing that meets the needs of all economic segments of the community.
- F. Housing Element Policy 4.1 encourages using regulations to facilitate affordable housing development.
- G. Housing Element Program 15 commits to the City’s consideration of inclusionary housing regulations to bolster the City’s affordable housing stock.
- H. The California Legislature declared that California is experiencing a housing shortage for households of very low-, low-, and moderate-incomes which is detrimental to the public health, safety, and welfare. This Ordinance utilizes the City’s police power to regulate land use and ensure the limited supply of the City’s developable land provides housing opportunities for households of all income levels without constraining housing development.
- I. The City initiated this code amendment by this Ordinance (“ZCA 22-01”) pursuant to Monterey Park Municipal Code (“MPMC”) § 21.38.020.

- J. On September 27, 2022, the Planning Commission conducted a duly noticed public hearing to assess the proposed MPMC amendments in ZCA 22-01, considered all oral and written evidence, and adopted Resolution [REDACTED] recommending that the City Council adopt this Ordinance.

SECTION 2: Pursuant to MPMC § 21.38.050, the City Council finds as follows:

- A. The MPMC amendments in this Ordinance are consistent with the goals, policies and objectives of the General Plan. Among other things, these regulations will provide housing opportunities for households in all income levels without constraining housing development in the City.
- B. These regulations will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.
- C. These regulations promote public health, safety, and general welfare and serve the goals and purposes of the MPMC's zoning regulations. The inclusionary housing regulations will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations. Among other things, the regulations will facilitate creation of housing to address the Legislature's determination regarding a statewide housing shortage for households of very low-, low-, and moderate-incomes.

SECTION 2: *Environmental Review.* The City Council finds and determines that this ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 3: A new Chapter 21.19 is added to the MPMC to read as follows:

"Chapter 21.19

INCLUSIONARY HOUSING

- 21.19.010 Purpose.
21.19.020 Definitions.
21.19.030 Applicability; Exemptions.
21.19.040 Inclusionary Housing Unit Requirements.
21.19.050 Alternative Compliance.

- 21.19.060 Standards for Inclusionary Housing Units.
 - 21.19.070 Eligibility Requirements.
 - 21.19.080 Inclusionary Housing Plan.
 - 21.19.090 Inclusionary Housing Agreement.
 - 21.19.100 Modifications or Waivers.
 - 21.19.110 Administration and Enforcement.
-

21.19.010 Purpose.

This Chapter is adopted in accordance with Article XI, § 7 of the California Constitution and with reference to Government Code §§ 65850 and 65850.1 for the purpose of establishing requirements, standards, and procedures to facilitate affordable housing development for a range of households with varying income levels to implement the goals and objectives of the City's Housing Element.

21.19.020 Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:

- A. "Affordable housing" means dwelling units made available to low-, very low-, or moderate-income households.
- B. "Affordable housing cost" means the maximum monthly amount allowed for an owner or renter to pay for an allocated unit in accordance with Health and Safety Code §§ 50052.5 and 50053, or successor statutes or regulations, adjusted for household size and income level, less the appropriate allowance for utilities.
- C. "Affordable housing trust fund" is described in § 21.19.050.
- D. "Area median income" means the median family income of a geographic area.
- E. "Developer" means the person or persons seeking City approval of a project
- F. "Director" means the City Manager or designee.
- G. "Dwelling unit" means one or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household.
- H. "Eligible household" means a household eligible to purchase or rent an inclusionary housing unit, as applicable.
- I. "Health care facility" means a facility, place, or building, other than a hospital, which is maintained and operated as a residence for patients to provide them long-term

medical care, and includes nursing homes, intermediate care facilities, extended care facilities, hospice homes, and similar facilities licensed by the California Department of Health Services, pursuant to Health and Safety Code § 1200 et seq.

- J. "HUD" means the U.S. Department of Housing and Urban Development.
- K. "Inclusionary housing unit" means a dwelling unit built pursuant to the requirements of this chapter and made available to low-, very low-, or moderate-income households.
- L. "Inclusionary housing in-lieu fee" is a fee adopted by city council resolution in accordance with this chapter the payment of which may satisfy a developer's obligations in this chapter.
- M. "Low-income household" means a household income that does not exceed 80% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50079.5 and any successor statute or regulation.
- N. "Market rate unit" means a dwelling unit where the rental rate or sales price is not restricted by applicable law.
- O. "Moderate-income household" means a household income that does not exceed 120% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50093 and any successor statute or regulation.
- P. "Project" means any residential or mixed-use proposal for the creation of five or more new dwelling units.
- Q. "Very low-income household" means a household income that does not exceed 50% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50105 and any successor statute or regulation.

21.19.030 Applicability; Exemptions.

- A. This chapter applies to projects creating five or more dwelling units for rent or sale, including the residential portions of mixed-use developments. It may also be incorporated as a public benefit into any development agreement approved pursuant to this code.
- B. The following are exempted from this chapter's requirements:
 - 1. Any eligible project for which the City enters into a development agreement, pursuant this code that provides comparable community benefits, as determined by the City Council.

2. Any eligible project that is 100% affordable for low-, very low-, or moderate- income households that will be deed-restricted for a period of at least 55 years for rental units or 45 years for for-sale units.
3. Development of emergency shelters, community care facilities, or health care facilities.
4. Reuse of a designated landmark or contributing structure for housing within a historic district.
5. Accessory dwelling units, junior dwelling units, or units created pursuant to Government Code §§ 65852.21 and 66411.7, provided that the replacement or restoration does not increase the number of existing units by five or more.
6. Residential building additions, repairs, or remodels, provided the work does not increase the number of existing units by five or more.
7. Replacement or restoration of residential units damaged or destroyed by fire, flood, earthquake, or other disaster, provided that the replacement or restoration does not increase the number of existing units by five or more.
8. Any eligible project otherwise exempt under state or federal law.

21.19.040 Inclusionary Housing Unit Requirements.

- A. Inclusionary Units for Rent. Developers with projects creating five or more units must rent 15% of the units to affordable households as follows:
 1. Nine percent to very low-income households or low-income households; and
 2. Six percent moderate-income households.
- B. Inclusionary Units for Sale. Developers with projects creating five or more must sell 15% of the units to moderate-income households.
- C. Calculation of Inclusionary Housing Units Fractional Units.
 1. The percentage of inclusionary housing units required in this section will be applied to the project's total number of proposed dwelling units.
 2. If an inclusionary housing unit calculation in this section results in a fractional remainder, the developer may choose one of the following options:
 - a. Round up to the next whole number and provide the resulting unit onsite; or

- b. Pay the fractional amount above the whole number as an inclusionary housing in-lieu fee pursuant to this chapter.

21.19.050 Alternative Compliance.

A. Inclusionary Housing In-lieu Fee; Affordable Housing Trust Fund.

1. The inclusionary housing unit requirements of this chapter may be satisfied if the developer causes an inclusionary housing in-lieu fee to be paid to the City. This may be accomplished by providing some of the required inclusionary housing units onsite and paying an the in-lieu fee required under this section for any remaining, required inclusionary housing units
2. The inclusionary housing in-lieu fee must be paid, in full, to the City before it issues a final certificate of occupancy for the project, unless otherwise prohibited by law.
3. An affordable housing trust fund is created. All funds authorized in this chapter must be deposited into this inclusionary housing trust fund. The monies in such fund must be used exclusively for providing affordable housing in the City and for reasonable costs associated with the acquisition, development, maintenance, improvement, and oversight of affordable housing.

B. Off-site Units.

The Director may determine that a developer met the requirements of this chapter if the developer develops, or causes a qualified third-party affordable housing developer to develop, allocated affordable housing units off-site on property located within the City's jurisdiction in accordance with the following requirements:

1. Any third-party (e.g., nonprofit housing agency) the developer associates with to create off-site units under this section must agree, in writing, to all the provisions of this chapter and be a signatory to the inclusionary housing agreement required under this chapter.
2. The off-site affordable units developed must at least be equal to the inclusionary housing units required for the project and consistent with the standards set forth in this chapter.
3. To ensure the creation of the off-site affordable units, developer must provide a surety, in a form approved by the City Attorney, equal to 25% of the total estimated cost to construct the off-site affordable units to ensure performance. Examples of sureties that may be acceptable include the following: performance bonds; surety bonds; cash deposits; money orders; letters of credit; and certificates of deposit. The Director will relinquish the surety at the time that the Building Official issues a final certificate of occupancy for the last of the off-site affordable units.

4. The developer must pay an in-lieu fee in an amount required by this chapter to the City in the event the off-site units are not timely completed.

21.19.060 Standards for Inclusionary Housing Units.

A. Projects with inclusionary housing units are subject to the following requirements:

1. The developer must identify all contiguous property under common ownership or control in its project application. If the developer does not plan to develop all such property, then it must record a covenant, in a form approved by the City Attorney, requiring that such undeveloped property include inclusionary housing units or pay the in-lieu fee as required by this chapter at such future date that an application is filed for ministerial or discretionary approval of a residential development subject to this chapter. Such covenant must run with the land and be effective for at least 30 years pursuant to Civil Code § 885.030.
2. All inclusionary housing units must be reasonably dispersed throughout the project to avoid any concentration of inclusionary units within a project.
3. All inclusionary housing units must be comparable to market rate units included within a project in terms of number of bedrooms, design, materials, size, finished quality, appearance, or other material conditions.
4. All inclusionary housing units must be accessible to project amenities, utilities, and facilities available to market rate units at the same or lower cost chargeable, if at all, to market rate units.
5. All inclusionary housing units must be constructed before or concurrent with the construction of market rate units in the project, and in phased projects, inclusionary housing units may be constructed in proportion to the number of units in each phase of the residential development.
6. A developer must submit a written report to the Director, within 30 days of the Director's written request, that identifies the income and family size of the occupants of the inclusionary unit. The City may impose a fee established by city council resolution to recover its associated regulatory costs pursuant to this chapter.

B. Inclusionary housing units for sale are subject to the following restrictions:

1. Such for-sale units must be deed restricted to the target household income group for a minimum of 45 years.
2. The developer, property owner, and all subsequent owners of an inclusionary housing unit offered for sale must certify, in a form and content acceptable to the Director, the purchaser's income.

3. An owner of such a for-sale unit is prohibited from leasing or renting the unit unless the City gives its prior written consent to such lease or rental on the basis of a demonstrated hardship by the owner.
4. Except as otherwise provided, a purchaser of inclusionary housing units offered for sale must occupy the unit as a “principal residence” as such term is defined for federal tax purposes in the United States Internal Revenue Code. Upon good cause shown, supported by substantial evidence, the Director may allow a purchaser to rent inclusionary housing units to persons within the same household income category.
5. The City must approve subsequent owners of such for-sale units who must meet the same qualifications as the original owner.
6. Before the escrow closing for such a for-sale unit, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, resale price restrictions, in a document written in plain language and approved, in writing, by the Director.
7. Title in a for-sale unit may transfer because of changes in circumstance including, without limitation, death, marriage, and divorce. Except as otherwise provided, if such a changed circumstance results in a title transfer which causes a household to become ineligible for an inclusionary housing unit then the housing unit must be sold to an eligible household within nine months after such title transfer occurs.
8. Upon the death of one owner, title in the for-sale unit may transfer to the surviving joint tenant without respect to the joint tenant’s household income eligibility.
9. If a for-sale unit is sold for an amount more than the resale price authorized under this chapter, the buyer and seller are jointly liable to the City for the entire purchase price of the unit. Funds recovered by the Director must be deposited in the affordable housing trust fund. The foregoing notwithstanding, the Director may allow the buyer and seller up to 180 days to cure any violation of this chapter’s resale price restrictions upon the buyer and seller’s written request for such cure period.

C. Inclusionary housing units for rent are subject to the following restrictions:

1. Such rental units must be deed restricted to the target household income group for a minimum of 55 years.
2. The owner of the rental units must certify to the Director, in a form acceptable to the City Attorney, the income of the tenant at the time of the initial rental and annually thereafter.

3. The renter of an inclusionary housing unit is prohibited from subleasing the unit unless the Director gave its prior written consent to such sublease on the basis of a demonstrated hardship by the renter. Any rent obtained through an unpermitted sublease of an inclusionary housing unit is forfeited to the City, and recovered funds must be deposited in the affordable housing trust fund.
4. The Director may require the execution and recording of whatever documents are necessary or useful in ensuring enforcement of this section which must be recorded against all applicable inclusionary units.
5. Before the escrow closing of an inclusionary housing unit for rent, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, to resale price restrictions in a document written in plain language and approved, in writing by the Director.

21.19.070 Eligibility Requirements.

- A. Unless otherwise provided, only eligible households are authorized to occupy inclusionary housing units in this chapter.
- B. Elected and appointed officials or employees of the City subject to the City's conflict of interest code are ineligible to occupy an inclusionary housing unit created under this chapter.

21.19.080 Inclusionary Housing Plan.

No application for a project subject to this chapter's requirements will be complete until the developer submits an inclusionary housing plan to the City in a form acceptable to the Director that contains all of the following, as applicable:

- A. The number, type, and location of all inclusionary housing units for the project.
- B. Any requested modifications or waivers and the basis therefore.
- C. A detailed methodology for determining the rental rates or sale prices of all inclusionary housing units.
- D. The affordability level and affordability term for each inclusionary housing unit.
- E. Deed restrictions, including applicable sale and rent limitations set forth in this chapter.
- F. A timeline of project phasing, including completion timelines for inclusionary housing units in relation to market rate units.
- G. The financing for ongoing monitoring and administrative costs.

- H. Enforcement mechanisms to ensure that inclusionary housing units are occupied by eligible households and are not sold, rented, leased, sublet, assigned, or otherwise transferred to non-eligible households.
- I. The manner in which inclusionary housing units will be marketed and filled, including the screening and qualifying of prospective renters or purchasers of inclusionary housing units.

21.19.090 Inclusionary Housing Agreement.

- A. A written inclusionary housing agreement, in a form approved by the City Attorney, must be entered into between the developer and the City for any project providing onsite inclusionary housing units or off-site inclusionary housing units pursuant to this chapter.
- B. The inclusionary housing agreement must include the following:
 - 1. All information required for an inclusionary housing plan.
 - 2. A clause authorizing the recovery of City costs, including, without limitation, attorney's fees, incurred in any action taken to enforce compliance with the inclusionary housing agreement.
 - 3. Any additional reasonable information the Director requires in ensuring compliance with this chapter.
- C. The Building Official will not issue a building permit for a project subject to this section's requirements until all of this chapter's applicable requirements of are satisfied, including, without limitation, full execution of an inclusionary housing agreement.
- D. The inclusionary housing agreement must be recorded with the Los Angeles County Recorder and will run with the land, binding any developer successor in interest, including bona fide purchasers.

21.19.100 Modifications or Waivers.

- A. The City may modify or waive this chapter's requirements if the developer demonstrates for good cause shown and by substantial evidence to the Director that this chapter's application would constitute a violation of applicable law or a taking of property in violation of the United States or California Constitutions.
- B. Any developer requesting an adjustment or waiver of this chapter's requirements must submit documentation concurrently with filing the project application that presents substantial evidence to support the adjustment or waiver request. This documentation must set forth in detail the factual and legal basis for any such claim.

- C. Before or in conjunction with a decision on the proposed project, the Director must render a written decision on the proposed adjustment or waiver of this chapter's requirements. The Director's decision may be appealed to the Planning Agency in a manner provided in this code.

21.19.110 Administration and Enforcement.

- A. The City Council may establish fees or regulations by resolution for the City's ongoing administration of this chapter.
- B. Any public official, employee, or agent's failure to fulfill this chapter's requirements does not excuse any person, owner, household, or other party from complying with such requirements.
- C. The Building Official will not issue a final certificate of occupancy for a project subject to this chapter's requirements until all of this chapter's applicable requirements are satisfied, unless otherwise provided in an inclusionary housing agreement.
- D. In addition to the general remedies provided in this code and other applicable law, the City Attorney is authorized to take any appropriate enforcement action to ensure compliance with this chapter, including, without limitation:
 - 1. Actions to revoke, deny, or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval.
 - 2. Actions to recover civil fines, restitution to prevent unjust enrichment for violating this chapter, and/or enforcement costs, including attorney's fees.
 - 3. Eviction or foreclosure.
 - 4. Any other appropriate action for injunctive relief or damages."

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

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

SECTION 6: *Severability.* If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: *Recordation.* The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date.* This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

Heny Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

Joaquin Vazquez, Deputy City Attorney

ATTACHMENT 2

Resolution for In-Lieu Inclusionary Housing Fee Calculation

RESOLUTION NO.

A RESOLUTION APPROVING AN INCLUSIONARY HOUSING IN-LIEU FEE CALCULATION, PURSUANT TO MONTEREY PARK MUNICIPAL CODE § 21.19.050.

The Council of the City of Monterey Park does resolve as follows:

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

- A. On November 16, 2022, the City Council conducted a second reading and approved an ordinance establishing inclusionary housing requirements (the “IHO”) in Monterey Park Municipal Code (“MPMC”) Chapter 21.19 with alternate compliance, including, without limitation payment of an in-lieu fee.
- B. MPMC § 21.19.050(A)(3) authorizes the City Council to establish such an in-lieu fee by resolution.
- C. The City Council seeks to establish a calculation for the inclusionary housing in-lieu fee sufficient to fulfill the financial impact or “affordability gap” that is created by the IHO’s inclusionary housing requirements.
- D. MPMC § 21.19.050(A)(5) establishes an Affordable Housing Trust Fund where the City must deposit the inclusionary housing in-lieu fees.
- E. The in-lieu fees must be sufficient to generate revenues to cover the administrative costs associated with the management and operation of the trust fund, monitoring, and enforcement activities associated with inclusionary units.
- F. Affordable Housing Trust Fund’s monies must be used exclusively for providing affordable housing in the City and for reasonable costs associated with the acquisition, development, maintenance, improvement, and oversight of affordable housing.
- G. Pursuant to MPMC § 21.19.110, the City Manager, or designee, is authorized to administer the Affordable Housing Trust Fund.

SECTION 2: *In-Lieu Fee Calculation.* The City Council declares the Inclusionary Housing In-Lieu Fee Calculation as follows:

- A. The projected market rate sales prices or rents are compiled for the proposed project.

- B. The maximum affordable price is calculated based on the IHO's specified affordability standards.
- C. The difference between the market rate price and the defined affordable price represents the "affordability gap" associated with each income restricted unit required to be produced.
- D. The affordability gap per income-restricted unit is multiplied times the number of units that must be income restricted.
- E. The result equals the effective impact of the IHO's affordable housing requirements; or the in-lieu fee that the City charge.

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

SECTION 4: Execution. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 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: Effective Date. This Resolution will become effective immediately upon the effective date of Ordinance No. _____ and remain effective unless superseded by a subsequent resolution.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF
THE CITY OF MONTEREY PARK ON THIS ____ DAY OF _____ 2022.

Henry Lo, Mayor

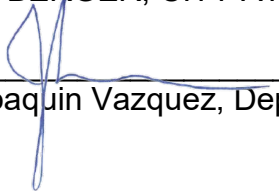
ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

KARL H. BERGER, CITY ATTORNEY

By:



Joaquin Vazquez, Deputy City Attorney

ATTACHMENT 3

Survey of Inclusionary Housing Ordinances

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
Monterey Park (Proposed)	5+ unit residential development	15%	Yes	Off-site units	9% low-income households 6% moderate-income	Moderate-Income households	45 years
Alhambra	5+ unit residential development	15%	Yes	- Off-site units - Land donation	9% low-income households 6% moderate-income households May be reduced if: - Very low-income units in lieu of low-income = credit of 1.5 units/unit - Very low-income units in lieu of moderate-income = credit of 2 units/unit - Low-income units in lieu of moderate-income = credit of 1.5 units/unit	9% low-income households 6% moderate-income households May be reduced if: - Very low-income units in lieu of low-income = credit of 1.5 units/unit - Very low-income units in lieu of moderate-income = credit of 2 units/unit - Low-income units in lieu of moderate-income = credit of 1.5 units/unit	45 years
Duarte	4+ unit residential development	15%	Yes	NA	- very low, low or moderate-income households 40% of inclusionary units must be for very low-income households May be reduced if: - Very low-income units in lieu of moderate-income = credit of 2 units/unit - Low-income units in lieu of moderate-income = credit of 1.5 units/unit	- Moderate-Income households May be reduced if: - Very low-income units in lieu of moderate-income = credit of 2 units/unit - Low-income units in lieu of moderate-income = credit of 1.5 units/unit	- Rental Units: 55 years - For-Sale Units: 45 years

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
La Habra*	10+ unit residential development	15%	Yes	- Off-site units - Land donation - Acquire and reconstruct existing units - Combination of options allowed	6% low-income households 9% moderate-income households	Households earning no more than 110% AMI**	- Rental Units: 55 years - For-Sale Units: 45 years
Los Angeles County	5+ unit residential development	Rental (< 15 units): 40% AMI or less = 5% 65% AMI or less = 7% 80% AMI or less = 10% Rental (15 units or >): 40% AMI or less = 10% 65% AMI or less = 15% 80% AMI or less = 20% For-Sale (< 15 units): 135% AMI or less = 7% For-Sale (15 units or >): 135% AMI or less = 15%	No	Off-site units	Extremely low, very low, low or moderate-income households	Moderate or middle income households	- Rental Units: in perpetuity - For-Sale Units: determined by equity-sharing agreement

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
Pasadena	10+ unit residential development	20%	Yes	- Off-site units - Land donation - Off-site units when very low, low or moderate-income households are displaced	5% very low-income households 5% very low or low-income households 10% very low, low or moderate-income households	very low, low or moderate-income	- Rental Units: in perpetuity - For-Sale Units: 45 years
South Pasadena	3+ unit residential development	20%	Yes	- Off-site units - Rehabilitation/ conversion of equivalent number of existing units to affordable units - Land donation	≤10 Units – 2 units lower income, or 1 very low & 1 non-above moderate income 11+ Units – 50% extremely low or very low and 50% lower income	Moderate-income	55 years

* Outside of the San Gabriel Valley.

** AMI = Area Median Income means the median family income of a geographic area.

ATTACHMENT 4

Notice of Exemption

Notice of Exemption

From: City of Monterey Park Planning
320 W. Newmark Avenue
Monterey Park, CA 91754

To:

- ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814
- ☐ Los Angeles, County Clerk
Environmental Filings
12400 Imperial Highway #1201
Norwalk, CA 90650
Attn: Business Filings and Registration

Project Title: Zoning Code Amendment (ZCA 22-01)
Project Location - Specific: Citywide
Project Location - City: Monterey Park
Project Location - County: Los Angeles

Description of Project:

Approval of a code amendment to Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.19, entitled "Inclusionary Housing," to implement the Monterey Park Housing Element.

Name of Public Agency Approving Project: City of Monterey Park
Name of Person or Agency Carrying Out Project: City of Monterey Park

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____

☒ Statutory Exemptions. State code number: 15061(b)(3); 15061(b)(3); and 15378

Reasons why project is exempt:

Code amendment (ZCA 22-01) is exempt from further CEQA review for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment because this is a non-discretionary review of proposed legislation and any potential, associated housing projects would undergo discrete environmental review (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines because it involves a policy action that is administrative in nature relating to affordable housing requirements and prospective future development to comply with Housing Element Program 15 (14 Cal. Code Regs. § 15378).

Lead Agency Contact Person: Jessica Serrano Telephone (626) 307-1315

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Planning Manager

- ☐ Signed by Lead Agency Date received for filing at OPR: _____
- ☐ Signed by Applicant



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: Public Hearing - 4B

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Management Services
SUBJECT: Public Hearing and Adoption of a Resolution Authorizing the Application and Receipt of Grant Funds for the Permanent Local Housing Allocation Program through the California Department of Housing and Community Development

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing to receive testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence, adopt a Resolution authorizing the City Manager, or designee, to apply for and accept grant funding in the amount of \$1,913,226 from the California Department of Housing and Community Development's Permanent Local Housing Allocation Program;
3. Authorize the City Manager, or designee, to prepare and transmit the final documents to the California Department of Housing and Community Development ("HCD");
4. Authorize the City Manager or designee to execute and submit the Standard Agreement for this grant, including amendments, in a form approved by the City Attorney;
5. Authorize the City Manager or designee to take all actions necessary or desirable implement the proposed Permanent Local Housing Allocation Program five-year plan;
6. Authorize City Manager or designee to appropriate \$814,496 to the FY22-23 budget; and
7. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On August 17, 2022, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for Permanent Local Housing Allocation Program Entitlement funds. This NOFA provides the City with an opportunity to apply for \$1,359,916 in 2019, 2020 and 2021 Permanent Local Housing Allocation (PLHA) Program funds. The PLHA Program provides a permanent source of funding to

cities and counties to help meet the unmet need for affordable housing and increase the supply of affordable housing units.

Before Monterey Park can receive these funds, the City must submit an application to HCD not later than November 30, 2022. The application includes a five-year plan (2019 to 2023) for the proposed use of the PLHA Program funds. The estimated available PLHA funds for this five-year period is \$1,913,226. However, only the 2019, 2020 and 2021 dollar amounts totaling \$1,359,916 are identifiable. Consequently, only those three years can be included in the current application. Separate streamlined applications for the additional two years (2022 and 2023) will be submitted when a Notice of Funding Availability for the funds is issued by HCD. Additional action by the City Council to submit an application for the additional two years of the five-year period is not required unless the activities being recommended below for approval by City Council in this application are amended. The attached Resolution includes the estimate total for all five years and will be used for future streamlined applications.

Staff is recommending that the PLHA application for the five-year period include the following eligible activities related to assisting persons who are experiencing homelessness:

1. Outreach Services costs associated with providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility;
2. Supportive/case management services that allow people to obtain and retain housing; and
3. Rapid re-housing that will provide first and last month's rental deposits and monthly rental assistance for up to the maximum period allowed by the State.

All of the above activities will focus on individuals and families experiencing or at risk of homelessness with incomes at or below 30% AMI with a goal of assisting a minimum of 10 households per year with retaining and/or securing permanent housing.

BACKGROUND:

Under the PLHA Program, funding is provided through formula grants to entitlement jurisdictions (i.e., metropolitan cities with populations of at least 50,000) based on the formula prescribed under federal law for the Community Development Block Grant (CDBG) Program over a five-year funding period. The City is an entitlement jurisdiction and is eligible to receive an allocation of \$1,359,916 in 2019, 2020 and 2021 funds. The allocations for remaining two years (2022 and 2023) are not included because the funds are calculated from recording fees for real estate transactions paid to the County of Los Angeles. Those dollar amounts are not known yet. However, HCD estimates that the total allocation over the five-year period (2019, 2020, 2021, 2022 and 2023) to be \$1,913,226. It is important to note that the amount included in the Resolution is only an estimate since annual PLHA amounts are subject to change. This is because funding for the PLHA

Program is generated through a fee on real estate transactions, which may fluctuate from year to year.

The application deadline for this allocation of PLHA Program grant funds is November 30, 2022 (which was extended from October 31, 2022). It is anticipated that the State will issue grant awards on or about February 28, 2023.

There are specific thresholds that the City must meet to be eligible for the grant funds as follows:

1. Conduct a public hearing to receive input on the proposed use of funds. This public hearing satisfies this requirement.
2. Housing Element compliance no later than the award of the grant funds which is estimated to be no later than February 28, 2023. The Housing Element was adopted by the City Council in January 2022 and is currently under review by the State of California.
3. Submittal of the Housing Element Annual Performance Report (APR) for each corresponding application funding years (2019, 2020 and 2021) no later than November 30, 2022. The 2019 and 2020 APRs were submitted. The 2021 APR will be submitted not later than November 30, 2022.

Upon City Council approval of the application, staff will be actively working with the State of California Housing Policy Division to obtain compliance of the City's Housing Element. In addition, staff will be completing the 2021 APR. Once both of these items are complete, the PLHA application will be uploaded and formally submitted to the State no later than November 30, 2022.

Proposed Activities

The City intends to utilize the PLHA Program grant funding assisting persons who are experiencing or at risk of homelessness including, without limitation, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing.

The public notice was published on October 6, 2022, in the Monterey Park Progress newspaper to inform the public of the 10-day public review period Public Hearing for discussions on the 2019-2025 PLHA Plan. The draft PLHA Plan was available for public review from October 6, 2022 through October 19, 2022. At the time of preparing this staff report, City staff has not received any written comments concerning the PLHA Plan.

FISCAL IMPACT:

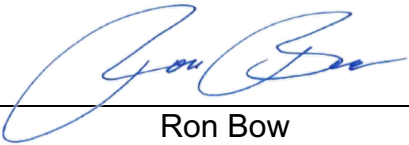
The revenue source of PLHA Program entitlement funds is derived from recording fees for real estate transactions paid to the County of Los Angeles. Therefore, there is no fiscal impact to the General Fund.

Respectfully submitted by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Resolution
2. Permanent Local Housing Program Application
3. Draft Permanent Local Housing Program Five-Year Plan

ATTACHMENT 1

Draft Resolution

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE,
TO APPLY FOR, RECEIVE AND APPROVE GRANT FUNDS FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: *Findings.* The City Council finds and declares that the City Manager is authorized to complete and implement the document provided by the California Department of Housing and Community Development attached as Exhibit “A,” and incorporated by reference (“HCD Document”).

SECTION 2: *Authorizations.* The Mayor, City Clerk, and City Attorney are additionally authorized to affix their signatures as may be needed to effectuate the approval process outlined in the HCD Document. The HCD Document may be separately submitted to the California Department of Housing and Community Development as an official instrument of the City of Monterey Park.

SECTION 4: *Expenditures.* The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: *Budget.* The City Council amends or supplements the City’s Budget for fiscal year 2022-23 to appropriate the monies identified. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

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

SECTION 9: *Effective Date.* This Resolution becomes effective immediately upon adoption and will remain effective until repealed or superseded.

SECTION 10: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

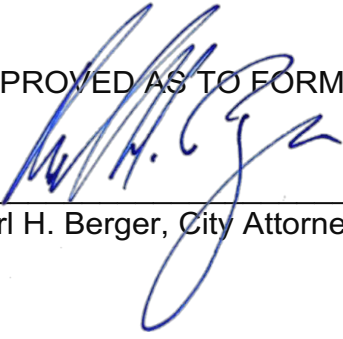
Approved and adopted this 2nd day of November, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 2nd day of November 2022, by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this _____ day of November, 2022.

Vincent D. Chang, City Clerk Monterey Park, California

Exhibit A
(Resolution in State HCD Format)

RESOLUTION NO. _____
CITY OF MONTEREY PARK _____

AUTHORIZING RESOLUTION OF _____ **CITY OF MONTEREY PARK**

**AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

_____ The Majority _____ of the
City Council Members _____ of
City of Monterey Park _____
_____ City of Monterey Park _____ hereby consents to, adopts, and ratifies
the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 5/3/2021 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS _____ City of Monterey Park _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA _____ \$ 1,913,226.00 _____ in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. City Manager or designee is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the _____ City of Monterey Park _____ this
2nd day of, November 2022, by the following vote:

AYES: Enter no. ABSTENTIONS: Enter no. NOES: Enter no. ABSENT: Enter no.

Signature of Approving Officer: _____ Signature of Approving Officer _____
Henry Lo, Mayor

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of _____ Monterey Park _____ does hereby attest and certify that the forgoing _____ Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the _____ City of Monterey Park _____ which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____ Signature of Attesting Officer _____
Signature of Attesting Officer
– Vincent D. Chang, City Clerk

ATTACHMENT 2

Pernament Local Housing Program Application

ATTACHMENT 2

APPLICATION - PERMANENT LOCAL HOUSING PROGRAM - 2019, 2020, 2021, 2022 AND 2023

Local Government Formula Allocation for New Applicants										Rev. 2/16/22	
Eligible Applicant Type:		Entitlement.									
Local Government Recipient of PLHA Formula Allocation:										Monterey Park	
2020 PLHA NOFA Formula Allocation Amount:		\$318,871				2020 NOFA Allowable Local Admin (5%):		\$15,944			
2021 PLHA NOFA Formula Allocation Amount:		\$495,625				2021 NOFA Allowable Local Admin (5%):		\$24,781			
2022 PLHA NOFA Formula Allocation Amount:		\$545,420				2022 NOFA Allowable Local Admin (5%):		\$27,271			
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement. The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities. If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation. For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.											
Eligible Applicants §300											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Monterey Park									
Address:		320 West Newmark Avenue									
City:		Monterey Park		State:		CA		Zip:		91754	
County:		Los Angeles									
Auth Rep Name:		Ron Bow		Title:		City Manager		Auth Rep. Email:		rbow@montereypark.ca.gov	
Address:		320 West Newmark Avenue		City:		Monterey Park		State:		CA	
Contact Name:		Martha Garcia		Title:		Director of Mgmt Services		Contact Email:		magarcia@montereypark.ca.gov	
Address:		320 West Newmark Avenue		City:		Monterey Park		State:		CA	
Zip Code:		91754		Zip Code:		91754		Phone:		(626) 307-1349	
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? No											
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)? A sample agreement can be found by double clicking on the icon to the right N/A											
File Name:		Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso						Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.		Yes	
File Name:		App1 TIN						Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)		Uploaded to HCD?	
File Name:		Applicant Delegation Agreement						Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)		Uploaded to HCD?	
Eligible Activities, §301											
§301(a) Eligible activities are limited to the following:										Included?	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										☐ YES	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.										☐ YES	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										☐ YES	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										☐ YES	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										☐ YES	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										☒ YES	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										☐ YES	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										☐ YES	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										☐ YES	
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.										☐ YES	
Threshold Requirements, §302											
§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.										Yes	
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.										Yes	
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.										Yes	
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.										Yes	
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?										Yes	
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.										Yes	
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.										Yes	
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.										Yes	
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.										Yes	
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section										Yes	
File Name:		Reuse Plan						Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.		Narrative uploaded to HCD?	
Administration											
Applicant agrees to adhere to §500, Accounting Records.										Yes	
Applicant agrees to adhere to §501, Audits/Monitoring of Project Files.										Yes	
Applicant agrees to adhere to §502, Cancellation/Termination.										Yes	
Applicant agrees to adhere to §503, Reporting.										Yes	
Certifications											
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.											
Authorized Representative Printed Name				Title				Signature			

ATTACHMENT 3
Draft Permanent Local Housing Program
Five-Year Plan

FIVE-YEAR PLAN - PERMANENT LOCAL HOUSING PROGRAM - 2019, 2020, 2021, 2022 AND 2023

§302(c)(4) Plan														Rev. 2/16/22	
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. The City of Monterey Park will use allocated funds to assist persons who are experiencing homelessness by providing rapid rehousing and rental assistance to individuals and families, including case management and housing navigation services that allow people to obtain and retain housing. The City will also allocate funds to add clinical case management services to the City-funded Neighborhood Engagement Team (homeless outreach team) and for administration of the program. Additional services will include rental assistance with case management and supportive activities would assist the qualifying population with appropriate services to their specific situation to find a long-term solution.															
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). Homeless individuals and families are classified as "Presumed Beneficiaries" under the Department of Housing and Urban Development (HUD) guidelines, meaning they are considered to be "Very-Low Income" at 30% or less of area AMI. Prioritizing PLHA dollars to rapidly rehouse unsheltered individuals and families will help to increase the supply of housing available to those households. By providing six to twelve months of rental assistance, clinical case management, housing navigation, and ongoing support to obtain and retain housing, households are better positioned to maintain housing in cases where the rental subsidy ends.															
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. Providing funds for case management and rental assistance to rapidly rehouse unsheltered residents is consistent with the City's Housing Element by expanding housing opportunities for homeless individuals and families. Goal 2 of Removing Governmental Constraints, Program 4 sets out to facilitate housing for special needs populations that include homeless individuals and families, including operating the Neighborhood Engagement Team that employs a social worker and housing navigator to better serve the needs of the homeless.															
Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))															
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.															
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity. The City of Monterey Park will allocate funds to assist persons who are experiencing homelessness by providing the following services: 1. Street outreach services provided through the City's Neighborhood Engagement Team operating within the City's Police Department. 2. Rapid rehousing to individuals and families, including first and last months rent, six to twelve months of rental assistance, case management, and ongoing support services, and housing navigation services that allow people to obtain and retain housing. 3. Fund at least one additional Social Worker in the Neighborhood Engagement Team to provide needed clinical case management services to unsheltered individuals living on the streets, in encampments. 4. A maximum of 5% of the annual grant will be allocated to Administration (Five-year estimate: \$95,661). The budget below excludes the 5% administration portion of the grant funds.															
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2019	2019	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Street Outreach	Supportive/ Case Management Services	Rapid Rehousing	Street Outreach	Supportive/ Case Management Services	Rapid Rehousing	Street Outreach	Supportive/ Case Management Services	Rapid Rehousing	Street Outreach	Supportive/ Case Management Services	Rapid Rehousing	Street Outreach	Supportive/ Case Management Services	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	35.00%	20.00%	40.00%	20.00%	15.00%	60.00%	20.00%	15.00%	60.00%	30.00%	30.00%	35.00%	40.00%	55.00%	
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	205			205			205			205			205		1025
§302(c)(4)(E)(ii) Projected Number of Households Served	30	20	20	30	20	20	30	20	20	20	20	20	20	20	310
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. Upon approval of Monterey Park's PLHA application from the State, the City will expand its homeless outreach services provided through the Neighborhood Engagement Team. The City has solicited proposals from local housing service providers and has selected Family Promise to assist the Neighborhood Engagement Team with the homeless services. To monitor programs funded with PLHA, staff will require that subrecipients submit quarterly reports that include numbers served, income levels, and a narrative, as well as a sources and uses report detailing funds expended.															



City Council Staff Report

DATE: November 2, 2022

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Steve Sizemore, Interim Director of Community Development
Matt Hallock, Fire Chief

SUBJECT: Consideration and possible action to read by title only, waive further reading, and introduce Ordinance amending Titles 16 and 17 of the Monterey Park Municipal Code by adopting the 2022 Edition of The California Building Standards Code and the Monterey Park Amendments to the California Building Standards Code; set public hearing for November 16, 2022.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Reading by title only, waiving further reading, and introducing the proposed Ordinance;
2. Scheduling a public hearing on November 16, 2022 for the second reading and adoption of the Ordinance; and/or
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Every three years, the State of California adopts new uniform codes that apply to all jurisdictions within California. These are codified in Title 24 of the Code of California Regulations and are commonly referred to as "uniform codes" or the California Building Standards Code ("CBSC"). The 2022 CBSC takes effect on January 1, 2023. California law allows local governments to make limited amendments to the CBSC based upon local climatic, topographical, and geological conditions, or for administrative reasons.

If adopted, the proposed Ordinance would incorporate the uniform codes by reference into the MPMC. Additionally, the Ordinance would make limited amendments to these regulations based upon local conditions.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the proposed Ordinance affects commercial development or businesses and is not subject to further review under CEQA for the following reasons: (1) the Ordinance is an action being taken for enhanced environmental protection (14 Cal. Code Regs. § 15308); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) it will

not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). The notice of exemption prepared for this project is contained in Attachment 2.

TYPE OF ACTION (LEGISLATIVE)

The recommended action is to amend MPMC Titles 16 and 17 by adopting the 2022 Edition of the CBSC. In considering such action, the City Council acts in its discretionary legislative capacity (formulating rules that apply to all future cases). For the proposed amendments, the City Council must find that they are reasonably necessary because of local climatic, geological or topographical conditions (Health and Safety Code § 17958.7). These findings, and the facts upon which they rely, are included within the draft Ordinance.

BACKGROUND:

The California Building Standards Commission is authorized by Health and Safety Code §§ 18901 through 18949.31 to administer the processes governing to adoption, approval, publication, and implementation of California's uniform codes every three years.

These uniform codes – which are codified in Title 24 to the California Code of Regulations – constitute a compilation of different types of criteria from three sources:

- Building standards that are adopted by state agencies with change from building standards contained in national model codes;
- Building standards that are adopted and adapted from the national model code standards to meet California conditions; and
- Building standards, authorized by the California legislature, that constitute extensive additions not covered by the model codes that have been adopted to address particular California concerns.

An example of a uniquely California requirement would be earthquake readiness. Altogether, 2022 Edition of the California Building Standards Code (CBSC) includes the following:

1. The California Building Code, 2022 Edition - Vol. I & II as published in Title 24, Part 2 of the California Code of Regulations;
2. The California Residential Code, 2022 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations;
3. The California Electrical Code, 2022 Edition, as published in Title 24, Part 3 of the California Code of Regulations;
4. The California Mechanical Code, 2022 Edition, as published in Title 24, Part 4 of the California Code of Regulations;

5. The California Plumbing Code, 2022 Edition, as published in Title 24, Part 5 of the California Code of Regulations;
6. The California Energy Code, 2022 Edition, as published in Title 24, Part 6 of the California Code of Regulations;
7. The California Historical Building Code, 2022 Edition, as published in Title 24, Part 8 of the California Code of Regulations;
8. The California Existing Building Code, 2022 Edition, as published in Title 24, Part 10 of the California Code of Regulations;
9. The California Green Building Standards Code, 2022 Edition, as published in Title 24, Part 11 of the California Code of Regulations; and
10. The California Referenced Standards Code, 2022 Edition, as published at Title 24, Part 12, of the California Code of Regulations.

California law does allow each local jurisdiction to make limited amendments to the CBSC to govern unique issues within that jurisdiction. For example, coastal cities may make changes to address coastal erosion. In Monterey Park, the primary issues are fire prone open and inhabited areas, combined with steep topography, and seasonal high winds. Additionally, like virtually every other jurisdiction in California, the City must be prepared for earthquake activity. To address these local challenges, the proposed Ordinance makes local amendments to the CBSC.

Since the City is incorporating the CBSC into the Monterey Park Municipal Code ("MPMC"), Government Code § 5002.3 requires that the City Council conduct a public hearing before adopting the Ordinance. Accordingly, if the Ordinance is introduced, a public hearing would be noticed for the November 16, 2022 City Council meeting.

The City Council should also be aware that there are several project applications that are being reviewed by the City. It is unclear whether the City will issue building permits before the end of 2022 for these projects. Pursuant to the overall objective of the 2020 Monterey Park Business Recovery Program – which is to facilitate construction to boost economic health within the City – the Ordinance would allow pending project applications to comply with the 2019 uniform codes if the City issues a building permit for those projects by April 1, 2023 (90 days from January 1, 2023). Without that provision, all projects would need to comply with the CBSC on January 1, 2023. That could result in a significant delay (and cost) to developers applying for building permits based upon the 2019 uniform codes.

FISCAL IMPACT:

There no identifiable fiscal impacts associated with adopting the Ordinance and Resolution (other than administrative costs associated with codifying the Ordinance).

Respectfully submitted by:



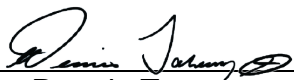
Steve Sizemore
Interim Director of Community
Development

Respectfully submitted by:



Matt Hallock,
Fire Chief

Prepared by:



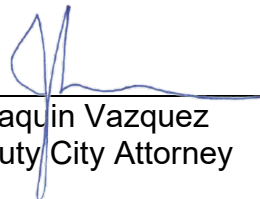
Dennis Tarango,
Acting Building Official

Approved by:



Ron Bow
City Manager

Reviewed by:



Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS:

1. Ordinance and Exhibit "A" – Findings - Local Amendments to the 2022 California Building Standards Code
2. Notice of Exemption

ATTACHMENT 1

Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2022 EDITIONS OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA REFERENCED STANDARDS CODE, THE CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, MAKING CERTAIN AMENDMENTS BASED UPON LOCAL CONDITIONS; AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO REFLECT SUCH CHANGES.

The City Council for the City of Monterey Park does ordain as follows:

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

- A. The City may adopt model codes by reference pursuant to Government Code §§ 50022.2, *et seq.*;
- B. Health and Safety Code § 17958 requires the City to adopt certain codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations.
- C. In accordance with Health and Safety Code § 17958.7, it is in the public interest to adopt the most recent codes published by the California Building Standards Commission.
- D. Notice of public hearing to consider this Ordinance was duly published and posted pursuant to Government Code §§ 6066 and 50022.3 on November 3 and 10, 2022.
- E. Pursuant to Government Code § 50022.6, at least one copy of all codes adopted by reference were filed with the City Clerk and available for public inspection at least 15 days before the public hearing.
- F. Pursuant to Government Code § 50022.9, the City Council intends to adopt by reference, with local amendments, the following 2022 codes in their entirety as if set forth in full herein:
 - 1. The California Building Code, 2022 Edition - Vol. I & II as published in Title 24, Part 2 of the California Code of Regulations;
 - 2. The California Residential Code, 2022 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations;
 - 3. The California Electrical Code, 2022 Edition, as published in Title 24,

Part 3 of the California Code of Regulations;

4. The California Mechanical Code, 2022 Edition, as published in Title 24, Part 4 of the California Code of Regulations;
5. The California Plumbing Code, 2022 Edition, as published in Title 24, Part 5 of the California Code of Regulations;
6. The California Energy Code, 2022 Edition, as published in Title 24, Part 6 of the California Code of Regulations;
7. The California Historical Building Code, 2022 Edition, as published in Title 24, Part 8 of the California Code of Regulations;
8. The California Fire Code, 2022 Edition, as published in Title 24, Part 9 of the California Code of Regulations;
9. The California Existing Building Code, 2022 Edition, as published in Title 24, Part 10 of the California Code of Regulations;
10. The California Green Building Standards Code, 2022 Edition, as published in Title 24, Part 11 of the California Code of Regulations;
11. The California Referenced Standards Code, 2022 Edition, as published at Title 24, Part 12, of the California Code of Regulations;

SECTION 2: In accordance with Health and Safety Code § 17958.7, the City Council finds that there are local climatic, geographic, and topographic conditions justifying the various local amendments to the California Building Standards Code as set forth in attached Exhibit “A,” which is adopted by the City Council and incorporated by reference.

SECTION 3: Monterey Park Municipal Code (“MPMC”) § 16.01.010 is amended to read as follows:

“16.01.010 Adoption of specific codes—Copies on file.

(a) Except as otherwise provided in this chapter, the following codes are adopted by reference:

1. The California Building Code, 2022 Edition - Vol. I & II as published in Title 24, Part 2 of the California Code of Regulations;
2. The California Residential Code, 2022 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations;
3. The California Electrical Code, 2022 Edition, as published in Title 24, Part 3 of

the California Code of Regulations;

4. The California Mechanical Code, 2022 Edition, as published in Title 24, Part 4 of the California Code of Regulations;
5. The California Plumbing Code, 2022 Edition, as published in Title 24, Part 5 of the California Code of Regulations;
6. The California Energy Code, 2022 Edition, as published in Title 24, Part 6 of the California Code of Regulations;
7. The California Historical Building Code, 2022 Edition, as published in Title 24, Part 8 of the California Code of Regulations;
8. The California Existing Building Code, 2022 Edition, as published in Title 24, Part 10 of the California Code of Regulations;
9. The California Green Building Standards Code, 2022 Edition, as published in Title 24, Part 11 of the California Code of Regulations;
10. The California Referenced Standards Code, 2022 Edition, as published at Title 24, Part 12, of the California Code of Regulations;

(b) In accordance with Health and Safety Code Section 18942, one copy of the above-referenced codes will remain on file in the office of the city clerk.”

SECTION 4: The definition of “Code” or Codes” in MPMC § 16.01.020 is amended to read as follows:

“Code” or “codes” means the applicable version of the codes adopted by reference in this title.”

SECTION 5: Section 110.3 in MPMC § 16.01.040 is amended to read as follows:

“110.3 Required inspections. The Building Official, upon notification, must make the inspections set forth in Sections 110.3.1 through 110.3.11.”

SECTION 6: Chapter 16.05 of the MPMC is amended in its entirety to read as follows:

“Chapter 16.05 BUILDING CODE

16.05.010 Building Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council incorporates by reference Chapter 1, Division I and Chapter 2 through Chapter 35 and Appendices C, F, H, I, J

and O of the California Building Code, 2022 Edition, as published in Title 24, Parts 2, Volumes 1 and 2 of the California Code of Regulations.

16.05.020 Building Code Amended

Chapter 9 and 15 of the California Building Code, 2022 Edition are amended, deleted or added as follows:

- a. Chapter 9 of the Building Code is deleted in its entirety and replaced with Chapter 9 of the California Fire Code as adopted and amended by Monterey Park Municipal Code Title 17 Fire Code.
- b. Table 1505.1 amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING CLASSIFICATIONS

TYPES OF CONSTRUCTION								
IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

- c. Section 1505.1.2 is amended to read as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, will be a fire-retardant roof covering that is at least Class A.

SECTION 7: Chapter 16.06 of the MPMC is amended in its entirety to read as follows:

“Chapter 16.06 RESIDENTIAL CODE

16.06.010 Residential Code adopted by reference.

Pursuant to Government Code § 50022.9, the City Council adopts and incorporates by reference chapters 2 through 10, chapter 44 and appendices AH, AJ, AQ, and AS of the California Residential Building Code, 2022 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations.

16.06.020 Residential Code Amended

Chapter 3 of the California Residential Code, 2022 Edition is amended, deleted or added as follows:

- a. Section 301.1.3.2 is amended to read as follows;

R301.1.3.2 Wood Frame Structures. Pursuant to Business and Profession Code §§ 5537 and 6737.1, construction documents must be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories and basement in height located in Seismic Design Category A, B, or C and more than one story in height or with a basement located in Seismic Design Category D0, D1, or D2 or E.

- b. Section R313 of the Residential Code is deleted in its entirety and replaced with Chapter 9 of the California Fire Code as adopted and amended by Monterey Park Municipal Code Title 17 Fire Code.”

SECTION 8: Section 16.07.010 of Chapter 16.07 of the MPMC is amended in its entirety to read as follows:

“16.07.010 Electrical Code adopted by reference.

Pursuant to Government Code Section 50022.9, the city council adopts and incorporates by reference the California Electrical Code and Annexes A, B, C, D, E, F, G, H, I and J, 2022 Edition, as published in Title 24, Part 3 of the California Code of Regulations.”

SECTION 9: MPMC § 16.08.010 is amended to read as follows:

“16.08.010 Mechanical Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Mechanical Code, 2022 Edition, as published in Title 24, Part 4 of the California Code of Regulations.”

SECTION 10: MPMC § 16.09.010 is amended to read as follows:

“16.09.010 Plumbing Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Plumbing Code, 2022 Edition, as published in Title 24, Part 5 of the California Code of Regulations.”

SECTION 11: MPMC § 16.10.010 is amended to read as follows:

“16.10.010 Energy Code adopted by reference.

Pursuant to Government Code Section 50022.9, the city council adopts and incorporates by reference the California Energy Code, 2022 Edition, as published in Title 24, Part 6 of the California Code of Regulations.”

SECTION 12: MPMC § 16.11.010 is amended to read as follows:

“16.11.010 Historical Building Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Historical Building Code, 2022 Edition, as published in Title 24, Part 8 of the California Code of Regulations.”

SECTION 13: MPMC § 16.12.010 is amended to read as follows:

“16.12.010 Existing Building Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Existing Building Code, 2022 Edition, as published in Title 24, Part 10 of the California Code of Regulations.”

SECTION 14: MPMC § 16.13.010 is amended to read as follows:

“16.13.010 Green Building Standards Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Green Building Standards Code, 2022 Edition, as published in Title 24, Part 11 of the California Code of Regulations.”

SECTION 15: MPMC § 16.14.010 is amended to read as follows:

“16.14.010 Referenced Standards Code adopted by reference.

Pursuant to Government Code § 50022.9, the city council adopts and incorporates by reference the California Referenced Standards Code, 2022 Edition, as published in Title 24, Part 12 of the California Code of Regulations.”

SECTION 16: Chapters 17.01 and 17.02 of the MPMC are amended in their entirety to read as follows:

“Chapter 17.01. CALIFORNIA FIRE CODE

17.01.010 Fire Code adopted by reference.

Pursuant to Government Code § 50022.9, the City Council incorporates by reference the California Fire Code, 2022 Edition (“CFC”), as published at Title 24, Part 9, of the California Code of Regulations. The CFC, as adopted by the MPMC, includes Appendices Chapter 4, B, C, D, and O.”

“Chapter 17.02 LOCAL AMENDMENTS TO CALIFORNIA FIRE CODE

17.02.010 Amendment—Application of Residential Code.

Section 102.5 is amended to read as follows:

102.5 Application of Residential Code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code apply as follows:

1. Construction and designed provisions: Provisions of this code pertaining to the exterior of the structure will apply including, without limitation, premises identification, fire apparatus access and water supplies. Provisions of this code pertaining to the interior of the structure when specifically required by this code including, without limitation, Section 903 where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code will also apply.
2. Administrative, operational, and maintenance provisions: All such provisions of this code will apply.

17.02.020 Addition—Police Powers.

Section 103.4 is added to read as follows:

103.4 Police Powers. The fire marshall and deputies have the powers of sworn police officers in performing their duties under this code. When requested to do so by the fire marshall, the chief of police of the jurisdiction is authorized to assign such available police officers as necessary to assist the fire marshall in enforcing the provisions of this code.

17.02.030 Reserved

17.02.040 Amendment—Appeals.

Section 111, including its subparts is amended in its entirety to reads as follows:

111.1 Grounds for Appeal. Any aggrieved party may appeal any of the following decisions of the Fire Chief:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this California Fire Code do not apply.
3. Interpretation of this California Fire Code.
4. Determination of suitability of alternate materials or types of construction or materials to types of construction or methods.

111.2 Written Decision. Any such decision must be in writing and a copy thereof will be served upon the applicant, if any, by mail. Any such decision will be final, unless an appeal will be filed there from, within the time and in the manner prescribed by this section.

111.3 Appeal Procedure. Any person dissatisfied with any such determination or decision of the Fire Chief has the right of appeal via the Administrative Civil Review Process established under the provisions of Section 5.48.220 of this code.

17.02.050 Amendment—Definition added.

Section 202 is amended by adding the following definition:

ALL WEATHER SURFACE. A road surface constructed to the minimum standards approved by the jurisdiction capable of supporting loads of 80,000 pounds.

17.02.060 Amendment—Definitions revised.

Section 202 is amended by revising the following definitions:

“FIRE CODE OFFICIAL” means the Fire Chief or Fire Marshall, or designee, who is authorized by the Fire Chief to administer and enforce the Code.

17.02.070. Amendment—Combustible Waste Material.

Section 304.1.2 is amended to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, must be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in areas deemed a fire hazard by the Fire Chief or Fire Code Official must maintain a defensible space around all buildings and structures as follows:

Ground clearance. The space surrounding every building or structure must be maintained in accordance with the following:

Any person that owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush covered lands, or grass-covered lands, or any land which is covered with flammable material, must at all times do the following:

(1) Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation or other combustible growth. This section does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.

(2) Maintain around and adjacent to any such building or structure additional fire protection or fire-break made by removing all bush, flammable vegetation, or combustible growth which is located from 30 to 100 feet from such building or structure or to the property line, whichever is nearer, as required by the enforcing agency if he finds that, because of extra hazardous conditions, a fire break of only 30 feet around

such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than 30 feet from such building or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.

17.02.080 Amendment—Open burning.

Section 307.1 is amended to read as follows:

307.1 Bonfires, Weed Abatement, Religious Burning, and Outdoor Rubbish Fires.

No person may build, light, maintain, or cause or permit to be built, lighted or maintained, any open or outdoor fire; use, or cause or permit to be used, any fire for clearing land; burn or cause or permit to be burned, any brush, trash, rubbish, stubble, or other flammable or combustible material, unless he complies with the regulations set forth in this section as follows:

1. Applicant must first secure from the Fire Chief, or designee, a written permit for such burning.
2. Such burning must be in accordance with the following:
 - a. Each recipient of a written permit for burning must follow all rules shown. Acceptance of a burning permit will constitute an agreement that the holder will be responsible for all damages resulting from burning.
 - b. Any such fire must be maintained in one small pile or area that can be readily controlled.
 - c. At least one adult person must be in actual attendance and in charge of such fire at all times during its burning. He/she must have on hand at all such times water, garden hose, shovels, or other fire extinguishing equipment.
 - d. Such burning will be permitted only at a safe distance from all structures or other combustible material.
 - e. Burning will be permitted only if there is no appreciable wind.
 - f. Upon completion of any such burning, all resultant embers must be extinguished and hot ashes must be thoroughly wet down.
3. The Fire Chief may prohibit any or all outdoor fires or burning at any time he/she deems that atmospheric conditions or local circumstances will make such a fire hazardous.

17.02.090 Reserved

17.02.100 Amendment—Automatic sprinkler systems.

Section 903 is amended as follows:

Amend Section 903.1.2 to read as follows:

903.1.2 Partial Automatic Fire Suppression Systems Prohibited.

Whenever an automatic fire suppression system is installed for any portion of any building or structure, an automatic fire suppression system must be installed for the entire building or structure.

Amend Section 903.2 to read as follows:

903.2 Where required. Approved automatic extinguishing systems must be installed:

1. In all new buildings regardless of the type of construction or occupancy.

Exceptions:

- A) Detached Group U occupancies, providing the floor area does not exceed 1000 square feet.
 - B) Unmanned facilities and/or minor buildings and/or occupancies as approved by the Fire Chief.
2. In existing buildings with an occupancy change as required by other sections of the Fire Code.

Amend Section 903.6 as follows:

903.6 Existing Occupancies. An automatic sprinkler system will be installed in existing occupancies as follows:

1. In all commercial and industrial buildings greater than 5000 square feet in area when enlarged by an addition to the existing structure or as required by the Fire Chief.
2. In all commercial and industrial buildings equal to or less than 5000 square feet in area, when enlarged by an addition to the existing structure, exceeds 5000 square feet or as required by the Fire Chief.
3. In all commercial and industrial buildings when an addition to the existing area exceeds fifty percent (50%) within any twelve-month period.
4. In all residential occupancies when an addition to the existing living area exceeds fifty percent (50%) within any twelve-month period.
5. As required by the Fire Code due to a change in occupancy.
6. As required by the Fire Code in Chapter 11.

Amend Section 903.3.1.1 as follows:

903.3.1.1 NFPA 13 sprinkler systems. In other than Group R buildings that are not over two stories in height, automatic sprinkler systems will be designed and installed in

accordance with the NFPA 13, 2022 Edition as amended in Chapter 80 except as provided in Sections 903.3.1.1.1, 903.3.1.1.2, and 903.3.1.1.3.

Add Section 903.3.1.1.4 to read as follows:

903.3.1.1.4 Riser room location. In structures over three stories in height or served by more than two fire sprinkler risers, a dedicated Fire Sprinkler Riser Room must be provided at an approved location. The riser room must be accessible to emergency personnel from the exterior of the building.

Amend Section 903.3.1.2 as follows:

903.3.1.2. NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two stories in height, automatic sprinkler systems will be installed throughout in accordance with NFPA 13R, 2022 Edition as amended in Chapter 80.

Add Section 903.3.1.2.4 to read as follows:

903.3.1.2.4 Basement spaces. In residential buildings with automatic sprinkler systems designed and installed in accordance with NFPA 13R, basements used for living or storage purposes must be fully sprinklered with residential type heads.

Add Section 903.3.1.3 to read as follows:

903.3.1.3. NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems will be installed in one- and two-family dwellings will be installed throughout in accordance with NFPA 13D, 2022 Edition as amended in Chapter 80.

Add Section 903.3.1.3.1 to read as follows:

903.3.1.3.1. Detailed requirements. Automatic sprinkler system protection for one and two-family dwellings will be designed and installed in accordance with NFPA 13D, 2022 Edition with the following modifications:

1. A local water flow alarm must be provided for all sprinkler systems.
2. Attics and basements used for storage purposes must be fully sprinklered with residential type heads.
3. Overhead piping must be hydrostatically tested for leakage at 200 psi for two hours and inspected before drywall or insulation installation.
4. A minimum of three spare representative sprinkler heads and installation wrench must be provided at an approved location.

Amend Section 903.3.5 as follows:

903.3.5 Water Supplies. Water supplies for automatic sprinkler systems must comply with this section and the standards referenced in section 903.3.1. The potable water supply must be protected against backflow in accordance with the *Health and Safety*

Code and the Monterey Park Municipal Code. Hydraulic calculations for systems designed per NFPA 13, 13D, or 13R will include a ten percent (10%) reduction from the available supply source.

17.02.110 Addition—Multiple fire alarm and detection systems.

Section 907.1.6 is added to read as follows:

907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within single protected premises must be interconnected and must transmit signals as one system.

17.02.120 Amendment—Emergency Responder Radio Coverage

Section 1103.2 is amended to read as follows:

1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building, must be equipped with such coverage according to one of the following:

1. Whenever an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 5101, Exception 1.
2. Whenever total additions result in an increase of more than 6,000 square feet in the total floor area, including mezzanines or additional stories, regardless of ownership. Additions must be cumulative with each application for a building permit from January 1, 2011.
3. Whenever the value of alternations requiring permits exceed \$500,000 in valuation. Alterations values must be cumulative with each application for a building permit from January 1, 2011.

17.02.130 Amendment—Explosive materials.

Sections 5601.2 and 5601.3 are amended to read as follows:

5601.2 The manufacture, possession, storage, sale, transportation and use of explosive materials will be prohibited, unless it is authorized by the State Fire Marshal. This will not apply to hand loading of small arms ammunition for personal use when not for resale.

5601.3 Non explosive materials must be bolts, explosive rivets or cartridges for explosive-actuated power tasks in quantities involving less than 500 pounds.

17.02.140 Addition—Fireworks display.

Sections 5608.1.2 and 5608.1.3 are added to read as follows:

5608.1.2 Permits. It is unlawful for any person to present or conduct any public display of fireworks within the City of Monterey Park without first having obtained a permit there from the Fire Chief or their representative.

5608.1.3 Detailed Requirements. The public display of fireworks within the City of Monterey Park must be in accordance with Section 5608.1 of this Code and all of the following:

1. The Fire Chief is authorized to grant permits for supervised public displays of fireworks to be conducted by the city or by other organizations. Every such display must be personally supervised by a competent, licensed pyrotechnic operator approved by the Fire Chief. Each such display must be held at an approved location and must be so discharged or fired as, in the opinion of the Fire Chief after proper investigation, not to be hazardous to property or to endanger any person.
2. Applications for permit must be made in writing at least ten days in advance of the date of the display. After such permit will have been granted, the sale, possession, use, and/or distribution of fireworks for such display will be lawful for the permitted activity and time frame only. No permit granted under this code will be transferable.
3. The permittee must furnish a bond or certificate of insurance in an amount deemed adequate by the Fire Chief for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, agents, employees, or subcontractors.
4. When required by the Chief, the pyrotechnic operator will employ and provide additional personnel whose sole duty will be the enforcement of crowd control around the display area. Unauthorized persons will not be allowed to enter the discharge site until the site has been inspected and cleared after conclusion of the display by the pyrotechnic operator.
5. The Fire Chief is authorized to require rope barriers, fences, signs or other devices to be installed around the display area to aid in crowd control.
6. The Fire Chief is authorized to adopt such additional rules and regulations not inconsistent herewith as are reasonably required to prevent injury to persons and/or property, including without limitation the requirement for standby fire personnel or apparatus at the firing site.
7. If the Fire Chief or appointed designee determines that there is a lack of crowd control or that the crowd is in danger, the display will be immediately discontinued. If at any time high winds or wet weather creates a danger, the display will be postponed until weather conditions are acceptable to the Chief.
8. The entire firing site must be inspected immediately following a display and before allowing public access for the purpose of locating unexploded aerial shells and/or hazardous debris. Unexploded shells will not be handled within 15 minutes after the time of their firing. Such shells must then be doused thoroughly with water, allowed to stand for at least 5 minutes, and then be submersed in a full bucket of water.

17.02.150 Addition—Fireworks manufacturing.

Section 5614 is added to read as follows:

**SECTION 5614
FIREWORKS MANUFACTURING**

5614.1 It is unlawful to manufacture fireworks within the City of Monterey Park.

5614.2 The Fire Chief is authorized to seize, take, remove or cause to be removed, at the expense of the owner, all stocks of fireworks or explosives offered or exposed for sale, or stored or held in violation of this section.

17.02.160 Addition—Sale of fireworks.

Section 5615 is added to read as follows:

**SECTION 5615
SALE OF FIREWORKS**

5615.1 Sales of Fireworks. The sale of “Safe and Sane” fireworks within the City of Monterey Park city limits will be in accordance with ~~Section 3301 of the Code~~, Chapter 5.48 of the Monterey Park Municipal Code, and all of the following:

5615.1.1 It is unlawful for any person to sell, or to cause or permit to be sold, within the city, any fireworks at retail without first securing a permit to do so from the Fire Chief. A separate permit must be obtained for each separate or distinct place of business or stand. Any person having a permit, who fails to comply with the conditions of the permit as provided for by this section, will be deemed to be operating without a permit. Application must be made no earlier than April 1 and no later than May 15 of each calendar year.

5615.1.2 The maximum number of permits, which may be issued will be (20) during any one calendar year.

If the number of applications exceed the number of permits to be issued, the permittees, who did not violate any requirements of this chapter during the preceding year, will have first priority for the available permits until April 15, provided each permittee represents the same participating organization which operated under the permit during the preceding year.

If there are any additional permits available, such additional permits will be granted by a drawing supervised by the license officer, or other municipal officer designated by the City Council.

1. The following qualifications must be met by each application for a permit:
 - a. No permit will be issued to any person, firm, or corporation, except any veterans organization or any auxiliary of such organization chartered by the Congress of the United States, maintaining a charter and meeting place in the City whose membership is composed of members now and/or heretofore serving in the armed forces of the United States; or, any nonprofit associations or corporations organized primarily for civic betterment or youth activities, charitable, or religious purposes.

- b. Each such organization must have its principal and permanent meeting place within the city limits of Monterey Park, and must have been organized and established within the city limits of Monterey Park, and must have been organized and established within such city limits for a minimum of one year continuously preceding the filing of an application for a permit.
 - c. No organization may receive more than one permit for fireworks sales during any one calendar year.
 - d. No stand will be within 500 feet of another stand.
- 2. Each applicant for a permit must take out and maintain in force, while any such fireworks stand is open, public liability insurance in an amount of not less than \$1,000,000 for injury to one person, and not less than \$1,000,000 for any one occurrence, and one million dollars (\$1,000,000) for damage to property. The City of Monterey Park must be named as “additional insured” on all policies required hereunder. Before the issuance of a permit hereunder, each applicant must furnish evidence satisfactory in form and substance to the city that such insurance is in force, and adequate legal assurance that the carrier will give the city at least thirty days’ prior written notice of the cancellation of the policy, during the effective period of the permit.
 - 3. Applicants for a permit hereunder must pay a permit fee in accordance with the City of Monterey Park Master Schedule of Fees and Charges for each fireworks stand.
 - 4. It will be unlawful for any person to sell at retail “dangerous fireworks,” as defined in the California State Fireworks Law.
 - 5. No “safe and sane” fireworks, as defined in the California State Fireworks Law, will be sold or offered for sale at retail within the City, except from 12:00 noon on June 28 to 9:00 p.m. on July 4 of each year. In addition, the discharge of fireworks is limited to 10 a.m. to 10 p.m. on only July 4.
 - 6. No “safe and sane” fireworks will be sold or offered for sale at retail unless the fuses or other igniting devices are protected by approved protective caps, or each item or group of items is enclosed or sealed in a package bearing the California State Fire Marshal’s Seal of Registration, upon which the wholesaler’s license number appears.
 - 7. The Fire Chief is authorized to promulgate reasonable additional rules and regulations for the operation of fireworks stands, in order to eliminate or reduce to a minimum the risk of fire or injury to persons or damage to property. A copy of any such rules and regulations must be posted in a prominent place in each fireworks stand. Failure to comply with said rules and regulations will be grounds for the immediate revocation of any permit granted under this section.

17.02.170 Amendment—Locations where aboveground tanks are prohibited.

Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1 The storage of Class I and II liquids in above ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

1. Class I and II liquids must be stored in above ground tanks outside of buildings only at locations in the city zoned or used for Manufacturing purposes, as designated in the Monterey Park Municipal Code and the zoning map of the City of Monterey Park.
Exception: Above ground storage tanks dispensing Class I and II liquids will not be allowed in motor fuel service stations.
2. The storage of Class I and II liquids in above ground tanks may be permitted in other zones if the Fire Chief finds that such use in a particular installation will not create an unreasonable risk of injury to person or property after consideration of special factors; such as, topographical conditions, nature of occupancy and proximity to buildings or adjoining property, and height and character of construction of such buildings, capacity and construction of proposed tanks and character of liquids to be stored, degree of private fire protection to be provided, and facilities of the Fire Department available to cope with flammable or combustible liquid fires.

17.02.180 Amendment—Liquefied petroleum gases—Location of containers.

Section 6104.2 is amended to read as follows:

6104.2 Liquefied petroleum gas may be stored only at locations zoned or used for Manufacturing Development purposes, as designated in the Monterey Park Municipal Code and the zoning map of the City of Monterey Park.

Such storage, however, may be permitted in other zones if the fire code official finds that such use in a particular installation will not create an unreasonable risk of injury to person or property, after consideration of the special features; such as, topographical conditions, nature of occupancy and proximity to building or adjoining property and height and character of construction of such buildings, capacity and construction of proposed tanks, and character of liquids to be stored, degree of private fire protection to be provided, and facilities of the Fire Department to cope with flammable or combustible liquid fires.

17.02.190 Amendment—Appendix Chapter D Dead ends.

Section D103.4 of Appendix Chapter D is amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet must be provided with width and turnaround provisions to the minimum standards adopted by the jurisdiction.

17.02.200 Amendment — Appendix Chapter O Haunted Houses

Section O101.2 of Appendix Chapter O is amended to read as follows:

O101.2 Permits. An operational permit must be required for haunted houses, ghost walks, or similar amusement uses in accordance with Appendix O101.2.

EXCEPTION: Haunted houses, ghost walks, or similar amusement uses in Group R-3 occupancies.”

SECTION 17: ***Construction.*** This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 18: ***Enforceability.*** Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 19: ***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 20: ***Environmental Assessment.*** The City Council finds that adoption of this Ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor, and therefore does not have the potential to cause significant effects on the environment. In addition, this ordinance is an action being taken for enhanced protection of the environment and is exempt from further review under CEQA Guidelines § 15308.

SECTION 21: ***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 22: ***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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 23: ***Effective Date.*** This Ordinance will become effective on January 1,

2023. Projects for which a building permit application and building plans were submitted before the effective date of this Ordinance, and for which building permits are obtained within 90 days from the effective date of this Ordinance, are exempt from the regulations in the 2022 code update including the codes adopted by reference in this Ordinance. Should, however, the building permit expire, all building plans must comply with this Ordinance.

SECTION 24: ***Filing with Building Standards Commission.*** The City Clerk must file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Monterey Park, held on the 16th day of November, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on 16th day of November, 2022, by the following vote, to wit:

AYES;
NOES;
ABSENT:

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

By: _____
Joaquin Vazquez, Deputy City Attorney

EXHIBIT A

**Findings - Local Amendments
To The
2022 California Models Codes**

The City Council finds as follows:

SECTION 1: Pursuant to the requirements of Health and Safety Code §17958.7, the City Council finds that there are local climatic, geographic, and topographic conditions justifying the various local amendments to the California Model Codes as set forth herein.

SECTION 2: Specifically, the City Council finds:

A. Climatic Conditions

1. The City of Monterey Park is a densely populated area within a climate system capable of producing major winds, fire and rain related disasters, including but not limited to those caused by the Santa Ana winds and El Niño (or La Niña) subtropical-like weather. This region is especially susceptible to more active termite and wood attacking insects and microorganisms.
2. Hot, dry Santa Ana winds are common to all areas within the City of Monterey Park. These winds, which can cause small fires which spread quickly, are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety of multiple occupancy occupants during fire occurrences.
3. Los Angeles County and the City of Monterey Park are located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.
4. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected.

B. Geological Conditions

1. The City of Monterey Park is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake, the 1987 Whittier

Narrows Earthquake, the 1971 San Fernando Earthquake and the 1933 Long Beach Earthquake.

2. The October 17, 1989, Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina district. But, when combined with the 34 other fires and over 500 responses, the department was taxed to its full capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. If more fires had been ignited by the earthquake, it would have been difficult for the fire department to contain them. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by "Planning Scenario on a Major Earthquake Department on of the Newport-Inglewood Fault Zone, 1988, State Conservation," "unfortunately meeting the minimum earthquake standards of building codes barely places a building on the verge of being legally unsafe."
3. Traffic and circulation congestion presently existing in the City of Monterey Park often challenges fire department response times. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.
4. Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to recent revenue-limiting state legislation have made it difficult for the fire department to locate additional fire stations and provide manpower sufficient to concentrate fire companies and personnel to control fires in high density apartment or condominium buildings. Fire Department equipment does not allow easy access to areas of buildings greater than 55 feet above the level of Fire Department vehicle access. These conditions create the need for built-in onsite fire protection systems to protect occupants and property until firefighting apparatus and personnel arrive on the scene.
5. The City of Monterey Park is located in an area subject to a climatic condition of high winds and low humidity. This combination of events creates an environment which is conducive to rapidly spreading fires. Control of such fires requires rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, ASCE-7, Section 6, Figure 6 - 2 Height Adjustment

Table identifies a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type firefighting apparatus above this height would place rescue personnel at increased risk of injury.

6. The City of Monterey Park is located in the middle of a seismically active area. The viability of the public water system would be questionable at best after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks, there exists a need to provide increased protection for anyone on upper floors.
7. Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly.

C. Topographic Conditions

1. The City of Monterey Park is in an area that has a high percentage of structures on hillsides. Access for fire or rescue response and staging for firefighting are made challenging and difficult due to the terrain.

SECTION 3: Because of the local climatic, geologic and topographic conditions, the following local amendments are needed:

2022 California Building Code

Code Section	Finding
Chapter 9	A-1, A-2, B-4, C-1
Table 15.05.1	A-1, A-2, B-4, C-1

2022 California Residential Code

Code Section	Finding
Section R301.1.3.2	B-1
Section R313	A-1, A-2, B-4, C-1

2022 California Fire Code

Code Section	Finding
102.5	Administrative

103.4	Administrative
111	Administrative
202	Administrative
304.1.2	A,B,C
307.1	A,B,C
903	A,B,C
907.1.6	A,B,C
1103.2	A,B,C
5601	A,B,C
5608	A,B,C
5614	A,B,C
5615	A,B,C
5704.2.9.6.1	A,B,C
6104.2	A,B,C
D103.4	A,B,C
O101.2	A,B,C

ATTACHMENT 2

Notice of Exemption

Notice of Exemption

From: City of Monterey Park Planning
320 W. Newmark Avenue
Monterey Park, CA 91754

To:

- ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814
- ☐ Los Angeles, County Clerk
Environmental Filings
12400 Imperial Highway #1201
Norwalk, CA 90650
Attn: Business Filings and Registration

Project Title: Code Amendment – Amending Titles 16 and 17 of the Monterey Park Municipal Code
Project Location - Specific: Citywide
Project Location - City: Monterey Park
Project Location - County: Los Angeles

Description of Project:

Approval of a code amendment to Titles 16 and 17 of the Monterey Park Municipal Code by adopting the 2022 Edition of the California Building Standards Code and the Monterey Park Amendments to the California Building Standards Code.

Name of Public Agency Approving Project: City of Monterey Park
Name of Person or Agency Carrying Out Project: City of Monterey Park

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____

X Statutory Exemptions. State code number: 15060(c)(2); 15061(b)(3); and 15308

Reasons why project is exempt:

This Code Amendment is exempt from further CEQA review for the following reasons: (1) the ordinance is an action being taken for enhanced environmental protection (14 Cal. Code Regs. § 15308); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and (3) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)).

Lead Agency Contact Person: Jessica Serrano Telephone (626) 307-1315

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Planning Manager

- ☐ Signed by Lead Agency Date received for filing at OPR: _____
- ☐ Signed by Applicant