



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 Meeting
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, CA 91754

Wednesday, November 5, 2025
6:30 PM

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

Land Acknowledgment

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

General Information

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

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>. Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

Public Participation

You may speak up to 5 minutes on an/each Agenda item and 5 minutes total for Consent Calendar. 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 by completing an online form at www.montereypark.ca.gov/writtencomm.

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.

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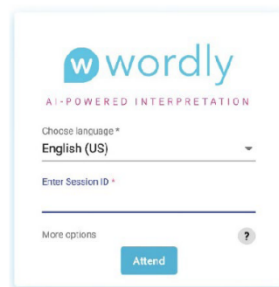
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1. Call to Order

Mayor

2. Flag Salute

The Monterey Park Fire Explorers

3. Roll Call

Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

4. Agenda Revisions and Additions

5. Public Communications

6. Staff Communications

6.A. Finance

6.B. Recreation & Community Services Department

6.C. Library

6.D. Police

7. Presentation

8. Old Business

9. Consent Calendar

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

9.A. Approval of Minutes

It is recommended that the City Council consider:

1. Approving the minutes from the special meeting of October 1, 2025 and the regular meetings of October 1, 2025, and October 15, 2025; and
2. Taking such additional, related, action that may be desirable.

9.B. Monthly Investment Report – September 2025

It is recommended that the City Council consider:

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

9.C. Purchase of Laptops and Desktop Computers for the Police Department

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code §§ 3.20.050(2)(4) and authorizing the City Manager, or designee, to enter into an agreement with Dell Marking LP and Panasonic Connect North America Professional Services, LLC, in a form approved by the City Attorney, for desktop and laptop computers; and
2. Take such additional, related action that may be desirable.

9.D. 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 2025 Edition of the California Building Standards Code and the

Monterey Park Amendments to the California Building Standards Code; set public hearing for December 3, 2025

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 December 3, 2025, 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)).

9.E. Agreement with San Gabriel Basin Water Quality Authority for the Operation of the South El Monte Operable Unit (SEMOU) Treatment Facility

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the Agreement with the San Gabriel Basin Water Quality Authority (WQA), in a form approved by the City Attorney, for the operation of the South El Monte Operable Unit (SEMOU) Treatment Facility;
2. Taking such additional, related, action that may be desirable.

9.F. Family Court Awareness Month Resolution (As Requested by Council Member Sanchez)

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

9.G. Native American Heritage Month Resolution (As Requested by Council Member Sanchez)

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

9.H. National Homeless Youth Awareness Month Resolution (As Requested by Council

Member Sanchez)

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

9.I. Movember Awareness Month

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of November 2025 as “Movember”; and
2. Taking such additional, related, action that may be desirable.

10. Public Hearing

11. New Business

11.A. Adopt a Resolution to Cast Votes for a City Member to the San Gabriel Basin Water Quality Authority Board

It is recommended that the City Council consider:

1. Adopting a resolution voting for a City Member to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;
2. Directing the City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 16, 2025, at 12:00 p.m.;
3. Taking such additional, related, action that may be desirable.

12. City Communications (City Council) / Future Agenda Items

13. Closed Session (if Required; City Attorney to Announce)

14. Adjournment



City Council Staff Report

Date: November 5, 2025
Agenda Item Number: 9.A.

To: The Honorable Mayor and City Council
From: Maychelle Yee , City Clerk
Subject: Approval of Minutes

Recommendation:

It is recommended that the City Council consider:

1. Approving the minutes from the special meeting of October 1, 2025 and the regular meetings of October 1, 2025, and October 15, 2025; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The minutes are a record of the official actions taken at the City Council meeting.

Background:

It is recommended that the City Council consider approving the minutes from the special meeting of October 1, 2025 and the regular meetings of October 1, 2025, and October 15, 2025.

Strategic Plan Goal:

N/A

Fiscal Impact:

N/A

Attachments:

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Special Meeting
October 1, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 1, 2025, at 5:30 p.m..

1. Call to Order

Mayor Yang called the meeting to order at 5:37 p.m.

2. Roll Call

City Manager Inez Alvarez called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Council Members Absent: None.

Also present:

City Attorney Karl Berger

Assistant City Manager Diana Garcia

Director of Finance Martha Garcia

Director of Public Works Shawn Igoe

Virtually present:

None

3. Public Communications

None.

4. Closed Session

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

4.A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §

54956.9(d)(2): FACTS AND CIRCUMSTANCES: Attached letter dated September 24, 2025.

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

5. Adjournment

The City Council reconvened and adjourned from Closed Session with all Council Members present at 5:44 p.m.

There being no further business for consideration, the meeting was adjourned at 5:44 p.m.

Action Taken: No reportable action taken in Closed Session.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Regular Meeting
October 1, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 1, 2025, at 6:30 p.m.

1. Call to Order

Mayor Yang called the meeting to order at 6:33 p.m.

2. Flag Salute

The Monterey Park Fire Explorers led the Flag Salute. Pledge of Allegiance presented by Civic Superstar Ian Wu.

3. Roll Call

Deputy City Clerk Cindy Trang called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Council Members Absent: None.

Also present:

City Treasurer Amy Lee

City Manager Inez Alvarez

City Attorney Karl Berger

Assistant City Manager Diana Garcia

Director of Finance Martha Garcia

Director of Community Development Timothy Hou

Director of Recreation and Community Services Robert Aguirre

City Librarian Kristin Olivarez

Director of Public Works Shawn Igoe

Police Chief Scott Wiese

Fire Chief Jason Hing

Police Captain Gus Jimenez

Fire Battalion Chief Jon Gin

Police Lieutenant Arlene Chaidez

Finance Services Manager Laura Borjon

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

Recreation and Community Services Manager Christina Alatorre
IT Manager Martin Dinh
Recreation and Community Services Supervisor Orlando Muro
Adult Literacy Coordinator Victor Castellanos
Principal Management Analyst Rebecca Bojorquez
Records Supervisor Marco Martinez
Police Officer Amaranta Reyes
Code Enforcement Supervisor Rey Lozano
Recreation Leader Deanna Ramirez-Zhu
Office Assistant Michelle Martinez

Virtually present:

Director of Human Resources and Risk Management Christine Tomikawa

4. Agenda Revisions and Additions

None.

5. Public Communications

- Gabriela Robles relayed her concerns about the increase in crime around her neighborhood and requested more police patrols around the vicinity.
- Nathan Song conveyed his frustrations regarding the recent passing of Charlie Kirk and questioned the authority to raise the flag at half-staff, claiming it only pertains to Federal buildings, not City or State buildings.
- Dawn Rock thanked Mayor Yang and Recreation and Community Services Director Aguirre for their kind words regarding her previous public comment from the September 17, 2025 meeting. She relayed her opinion about the procedures of Public Communications, claiming it hinders speech and engagement and advertised the upcoming Save Barnes Park Pool campaign hosted by the San Gabriel Valley Power Up Beacon (SGVPUB).
- The Board Members of Junior Friends at the Library, President Linda Xie, Vice President Hannah Hou, Secretary Denis Bi, Publicity Chair Selina Tang and Historian Shelby Young spoke about their roles as board members and what their club aims to offer to teens at the Library.
- Margaret Leung and Cindy Yee, on behalf of SGVPUB, advertised the Save Barnes Park Pool campaign. They provided T-shirts to the City Council and expressed their gratitude for their donations towards the cause. Cindy conveyed her concerns about the procedures of Public Communications, elaborating on the inability to add more time to a speaker card.
- The City Clerk's office received and filed a written communication from Dr. Tseng. Mayor Yang reported out the written communication.

6. Staff Communications

6.A. Library

Adult Literacy Coordinator Castellanos presented a PowerPoint presentation about the upcoming programs occurring in the Library which include the Cover to Cover Club where children can receive a free hamburger from In-N-Out for reading five books; an Arepa Making Workshop in honor of Hispanic Heritage Month; a movie screening of the film 1984 in celebration of Banned Books Week; Halloween activities throughout the month of October; a Know Your Rights workshop; a Pregnancy Wellness Series hosted by the Chinatown Service Center and Elder Law Day, where residents can receive free legal assistance. Adult Literacy Coordinator Castellanos announced the upcoming Monterey Park Gala on October 10, 2025 and invited the community to attend.

6.B. Recreation and Community Services

Recreation and Community Services Manager Alatorre shared a PowerPoint presentation thanking those that attended the Tamale Making workshop; Date Night at the Langley Center; the Luau Party and the September 11th Patriot Day celebration. She also introduced a brand-new initiative called Monterey Park United Against Hate and encouraged residents to pick up lawn signs at the front of the Council Chambers. She spoke of events in celebration of Hispanic Heritage Month; the Health Screening at the Langley Center; Senior Safety Workshop; the Monterey Park Community Health Fair; the Art and Heart Painting Workshop; the Trick or Treat Dance and Game Day Tuesday for the seniors, led by staff. She ended by announcing the Electric Park Music Festival and the annual Monster Mash.

6.C. Fire Department

Fire Battalion Chief Jon Gin showed a PowerPoint presentation about the Annual Great California ShakeOut and provided information on what to do if there is an earthquake. He advertised Everbridge, a platform where residents can sign up for real-time public safety messaging.

6.D. Police Department

Police Chief Wiese introduced Police Officer Reyes. Officer Reyes presented a PowerPoint on the Pink Patch Project, gave an overview of the history and ways neighboring agencies participate throughout the month of October. She provided the City Council with a Challenge Coin and invited them to the Third Annual Car show on October 26, 2025.

Records Supervisor Martinez and Police Lieutenant Chaidez announced Citizen Rims, a platform intended to improve transparency, public engagement and community safety. Records Supervisor Martinez elaborated on the platform's capability to access crime data, department services and community partnership opportunities. Records Supervisor Martinez provided an overview of the platform and provided a live demonstration.

6.E. Public Works

Public Works Director Igoe shared a flyer announcing the Community Clean-up event where residents are encouraged to drop off their bulky items, electronic waste, and shred any unwanted paper.

7. Presentation

None.

8. Old Business

None.

9. Consent Calendar

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

Action Taken: The City Council approved and adopted Agenda Item Nos. 9.A., 9.B., 9.C., 9.D., 9.E., 9.F., 9.G., 9.H., 9.I., 9.J., 9.K., 9.L., 9.M., 9.N., 9.O., 9.P. reading resolutions and ordinances by the title only and waiving further reading thereof.

Public Speaker:

- The City Clerk's office received and filed a written communication from Anthony Morelli against Agenda Item No. 9.J. Mayor Yang reported out the written communication.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

9.A. Approval of Minutes

The minutes are a record of the official actions taken at the City Council meeting.

Recommendation:

It is recommended that the City Council consider:

1. Approving the minutes from the special meeting of September 3, 2025 and the regular meeting of September 3, 2025; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.B. Monthly Investment Report

As of August 31, 2025, invested funds for the City of Monterey Park total \$98,796,138.75.

Recommendation:

It is recommended that the City Council consider:

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

Action Taken: The City Council received and filed the Monthly Investment Report, on Consent Calendar.

9.C. Consideration of Sending Letter of Support on Behalf of the City's Application for the Metro Open Streets Grant Program

The City of Monterey Park plans to apply for grant funding from Cycle 6 and 7 of Metro's Open & Slow Streets Competitive Grant Program. Staff are proposing an Open Street program in conjunction with the 2028 Lunar New Year Festival which would extend the street closure, encourage additional non-motorized transportation, promote the Olympic Games by involving event participation from the LA 28 organization, and uplift arts and culture in the city.

A requirement of the grant is a letter of support from the City Council for the project. Staff recommend that the City Council authorizes sending a letter of support on behalf of the City's application for the Metro Open Streets Grant Program. A draft letter is attached to this staff report.

Recommendation:

It is recommended that the City Council consider:

1. If desirable, sending a letter of support on behalf of the City's application for the Metro Open Streets Grant Program;
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.D. California State Library Zip Books Grant Fiscal Year 25-26

The City Librarian ("Librarian") was notified of a \$5,130 grant award from the California State Library. The grant funds will be utilized to continue to offer the Zip Books program, which allows library cardholders to request books that are not already owned by the Library and have them delivered directly to their home via Amazon Prime.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager, or designee, to accept \$5,130 in California State Library grant funding to purchase books and an Amazon Prime membership;
2. Authorizing the City Manager, or designee, to appropriate the \$5,130 in grant funding into the 2025-2026 Fiscal Year budget; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar.

9.E. Police Department FY25/26 OTS STEP Grant

The City of Monterey Park Police Department was notified of an award of \$200,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) for Fiscal Year 2025/2026. The Police Department will utilize the grant funding to continue its education and enforcement of traffic-related laws to reduce injury and fatal traffic collisions.

Recommendation:

It is recommended that the City Council consider:

1. Accepting grant funds and authorizing the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney, with the Office of Traffic Safety (OTS) in the amount of \$200,000 for the Selective Traffic Enforcement Program (STEP);
2. Adopting a Resolution authorizing the City Manager, or designee, to receive and appropriate grant funds in fiscal year 2025-26, and execute an agreement, in a form approved by the City Attorney, with the OTS in the amount of \$200,000 for the STEP; and
3. Taking such additional, related action that may be desirable.

Action Taken: The City Council approved the recommendations and adopted Resolution No. 2025-R81, on Consent Calendar.

Resolution No. 2025-R81

A resolution authorizing the City Manager, or designee, to receive and appropriate grant funds for the Office of Traffic Safety selective (OTS) Traffic Enforcement Program (STEP) Grant

9.F. Police Department FY 25/26 OTS Pedestrian Bike Grant

The City of Monterey Park Police Department was notified of an approval of \$35,862 from the Office of Traffic Safety (OTS) for the Pedestrian and Bicycle Safety Program for Fiscal Year 2025/2026. The police department will utilize the grant funding to continue its education of the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.

Recommendation:

It is recommended that the City Council consider:

1. Accepting grant funds and authorizing the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney, with the Office of Traffic Safety (OTS) in the amount of \$35,862 for the Pedestrian and Bicycle Safety Program;
2. Adopting a Resolution authorizing the City Manager, or designee, to receive and appropriate grant funds in fiscal year 2025-26, and execute an agreement, in a form approved by the City Attorney, with the OTS in the amount of \$35,862 for the Pedestrian and Bicycle Safety Program; and
3. Take such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations and adopted Resolution No. 2025-R82, on Consent Calendar.

Resolution No. 2025-R82

A resolution authorizing the City Manager, or designee, to receive and appropriate grant funds for the Office of Traffic Safety Selective (OTS) Pedestrian & Bicycle Safety Program Grant

9.G. Receive and file an update of projects and programs supported in the Parks System Master Plan, scheduled for implementation in Fiscal Year 2025-26

The City of Monterey Park's Recreation & Community Services Department provides essential programs and services that significantly contribute to the health, happiness, and overall well-being of the community. By promoting physical activity and creating meaningful opportunities for social connection, the Department plays a key role in enhancing residents' quality of life. In recognition of these benefits, the City prioritized the creation of a Parks Master Plan to guide the future of its parks and recreation system.

The attached report (to the staff report) outlines key projects and programs identified for implementation in Fiscal Year 2025-26 and gives a preliminary look at anticipated potential plans for projects and programs in upcoming fiscal years. Staff will continue to pursue grant opportunities, community partnerships, and sustainable funding to advance these priorities.

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing a report on the Parks System Master Plan, outlining projects and programs scheduled for implementation in Fiscal Year 2025-26, and including a preliminary outlook on potential short-term projects and programs;
2. Taking such additional, related, action that may be desirable.

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

9.H. Adopt a Resolution authorizing the City Manager, or designee, to apply for, receive and approve grant funds for the Los Angeles County Regional Park and Open Space District Measure A Grants

The Parks System Master Plan, adopted by City Council on August 6, 2025, identified the Barnes Park Aquatic Center Redevelopment as a priority project and Trail Networks as a potential project. The Barnes Park Pool has remained closed since 2021 due to its deteriorating condition and inadequate recirculation system. Additionally, the facility no longer meets current accessibility requirements pursuant to the Americans with Disabilities Act ("ADA"). Trail Networks provide an enhanced fitness experience and increased exposure to health and wellness, both beneficial to mental and physical health.

The Los Angeles County Regional Park and Open Space District ("RPOSD") Measure A Competitive Grants provide an opportunity for eligible government agencies to apply for funding for parks and recreational projects. The City of Monterey Park is eligible to apply for the RPOSD Planning and Design; and the Regional Recreation, Multi-Use Trails & Accessibility grants. A resolution authorizing an application is a requirement for both RPOSD grants. Therefore, the Director recommends the adoption of the attached resolution.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager, or designee, to apply for, receive and approve grant funds for the Los Angeles County Regional Park and Open Space District Measure A Grants
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R83, on Consent Calendar.

Resolution No. 2025-R83

A resolution authorizing the City Manager, or designee, to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A funding for projects and programs.

9.I. Award of Contract to Waterline Technologies, Inc. to provide pool chemicals to George Elder Pool and Cascades Waterfall

In September 2025, the Director of Recreation & Community Services (“Director”) requested bids from pool chemical supply companies to provide and deliver pool chemicals to George Elder Park Pool and the Cascades Park Waterfall.

Waterline Technologies submitted the lowest bid, both with and without the inclusion of CO₂.

Company	With CO ₂	Without CO ₂
Waterline Technologies	\$64,124	\$51,124
Recreonics	No Response	\$51,171
Fuller Engineering, Inc.	No Response	\$54,636
Pool Corp	No Response	\$65,582
HASA, Inc	No Response	No Response

The annual cost is an estimate based on average use of chemicals. The timely delivery of pool chemicals is essential to keeping the pool and waterfall clean and operating safely.

The Director reviewed the bids and references and determined that Waterline Technologies remains the most cost-effective and reliable provider for the City. Waterline Technologies has provided pool chemicals to the City since 2020, and based on its service history, bid competitiveness, and ability to provide CO₂ delivery, the Director recommends awarding the contract to Waterline Technologies.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed activity pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed activity contemplates administrative actions of awarding a contract for the purchase of chemicals needed to maintain George Elder Pool and Cascades Waterfall, and does not contemplate any changes to the physical environment. Accordingly, no further environmental review is required.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, for a three-year contract (with an option to extend for an additional two years) with Waterline Technologies, Inc. in the amount of \$64,124 per year to provide chemicals for George Elder Pool and the Cascades Park Waterfall; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.J. S. Atlantic Blvd and E. Emerson Ave Overlay and Slurry Seal Project – Award of Contract

Capital Improvement Project (“CIP”) No. 96057 – Pavement Improvements is for the application of asphalt rubber hot mix and AC overlay on S. Atlantic Avenue from Harding to Newmark, Harding Avenue from S. Atlantic to De La Fuente Street and E. Emerson Avenue from N. Alhambra Avenue to N. Orange Avenue, and from Elizabeth Avenue to New Avenue; slurry seal on E. Emerson Avenue from N. Orange to Elizabeth Avenue; and all related concrete work.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed work is for the overlay of an existing City road. Accordingly, no further environmental review is required.

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 Onyx Paving Company, Inc., in the amount of \$898,000 for the Atlantic Blvd and Emerson Ave Overlay and slurry seal Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$89,800 (10%) of the contract amount, for a total project cost of \$987,800; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar.

9.K. Domestic Violence Awareness Month Resolution (As Requested by Council Member Sanchez and Mayor Pro Tem Lo)

The attached resolution (to the staff report) is being brought forth to the Council for consideration at the request of Council Member Sanchez and Vice Mayor Lo.

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R84, on Consent Calendar.

Resolution No. 2025-R84

A resolution recognizing the month of October 2025, as Domestic Violence Awareness Month in the City of Monterey Park

9.L. National Walk and Roll to School Day Resolution (As Requested by Council Member Sanchez)

The attached resolution (to the staff report) is being brought forth to the Council for consideration at the request of Council Member Sanchez.

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R85, on Consent Calendar.

Resolution No. 2025-R85

A resolution of the City Council of the City of Monterey Park, California, declaring and recognizing October 8, 2025, as National Walk & Roll to School Day

9.M. Latina Equal Pay Resolution (As Requested by Council Member Sanchez)

The attached resolution (to the staff report) is being brought forth to the Council for consideration at the request of Council Member Sanchez.

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution;
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R86, on Consent Calendar.

Resolution No. 2025-R86

A resolution recognizing October 8, 2025, as Latina equal pay day in the City of Monterey Park

9.N. Code Enforcement Officer Appreciation Week

The Monterey Park Division of Code Enforcement is celebrating Code Enforcement Officer Appreciation Week during the week of October 5 through October 11, 2025. This week, promoted statewide by the California Association of Code Enforcement Officers (CACEO), honors and recognizes the Code Enforcement profession as an integral part of local government and is celebrated throughout the state. Staff requests City Council support in the form of a resolution recognizing Code Enforcement Officer Appreciation Week and acknowledging the division's service to the Council, departmental staff, partner agencies, and the residents of Monterey Park.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the week of October 5 – October 11, 2025, as Code Enforcement Officer Appreciation Week in Monterey Park; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R87, on Consent Calendar.

Resolution No. 2025-R87

A resolution of the City Council of the City of Monterey Park declaring October 5 through October 11, 2025, as “Code Enforcement Officer Appreciation Week

9.O. Adopt a Resolution Declaring October 19-25, 2025 as LA vs. Hate United Against Hate Week

United Against Hate is an initiative to stop and prevent hate, implicit bias and discrimination, which are a threat to safety and civility in neighborhoods, towns and cities. The initiative provides education, community outreach and a reporting system (through 211) to support victims and strengthen community safety. The initiative also aims to embrace diversity and supports building inclusive and equitable communities.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution declaring October 19-25, 2025 as LA vs. Hate United Against Hate Week
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R88, on Consent Calendar.

Resolution No. 2025-R88

A resolution of the City Council of the City of Monterey Park, California, declaring October 19 through October 25, 2025 as LA vs. Hate United Against Hate Week

9.P. 2025 Banned Books Week

The Monterey Park Bruggemeyer Library is observing the week of October 5–11, 2025 as Banned Books Week. Launched in 1982 as a response to a surge in book challenges, Banned Books Week is an annual event that spotlights the value of open access to information and the right to read freely.

The theme for Banned Books Week 2025 is “Censorship is So 1984, Read for Your Rights.” Efforts from organized movements to ban books and censor information in schools, libraries and bookstores mirror the oppression of the fictional regime in George Orwell’s 1984. This year’s theme reminds readers to defend their right to read and emphasizes that censorship and book bans have no place in today’s society.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of October 5–11, 2025 as Banned Books Week in Monterey Park,
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R89, on Consent Calendar.

Resolution No. 2025-R89

A resolution declaring October 5-11, 2025 as Banned Books Week

10. Public Hearing

10.A. Public hearing to review and approve the Fiscal Year (FY) 2024-25

Consolidated Annual Performance and Evaluation Report ("CAPER") for submittal to the U.S. Department of Housing and Urban Development ("HUD")

The City of Monterey Park's Housing Division has completed its Consolidated Annual Performance Evaluation Report ("CAPER") for the period July 1, 2024, through June 30, 2025. The CAPER describes the overall use of federal Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") funds received from the US Department of Housing and Urban Development ("HUD") in relationship to the needs of the community as outlined in its Fiscal Year (FY) 2024-25 Annual Action Plan. The City's overall objective in the CDBG and HOME programs is the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons. It is recommended that the City Council conduct a public hearing to receive community feedback on FY 2024-25 CAPER and approve its submission to HUD.

A copy of the draft CAPER was made available for public review on September 17, 2025, through October 02, 2025. Copies of the draft 2024-25 CAPER were available on the City's website and at Monterey Park City Hall. All comments will be incorporated into the final CAPER.

Recommendation:

It is recommended that the City Council consider:

1. Opening the continued public hearing to receive testimonial and documentary evidence;
2. Approving the draft FY 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER") for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
3. Directing the City Manager, or designee, to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");

4. Authorizing the City Manager, or her designee, to take all actions necessary or desirable to complete and submit the CAPER; and
5. Taking such additional, related, action that may be desirable.

Discussion: Finance Director Garcia introduced Priscila Davila, Housing Consultant from Davila & Associates Inc, to present the staff report. Priscila depicted details about the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs.

Action Taken: The City Council opened the continued public hearing at 8:06 p.m. to receive testimonial and documentary evidence, received no registered speakers; closed the public hearing at 8:23 p.m.; approved the draft FY 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER") for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs; directed the City Manager, or designee, to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD") and authorized the City Manager, or her designee, to take all actions necessary or desirable to complete and submit the CAPER.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

11. New Business

None.

12. City Communications (City Council) / Future Agenda Items

Council Member Ngo mentioned his attendance at the Monterey Park Police Department Youth Activities Charity Golf Tournament, the Chinatown Service Center Gala and the International Convention for Shopping Centers (ICSC).

Council Member Wong requested to have an updated timeline for the Barnes Park Pool Outreach and Design Process as well as the updated projects listed on the Parks Master Plan.

Council Member Sanchez encouraged the residents to use the City's free public transportation services in honor of Clean Air Day and reported his attendance at the ICSC.

Mayor Pro Tem Lo thanked City staff that set up the booths and attended the ICSC.

Mayor Yang shared her appreciation to staff for their participation at the ICSC and announced the ribbon ceremony of Swank Hair Salon and the upcoming celebration of Code Enforcement Officer Week.

13. Closed Session (if Required; City Attorney to Announce)

None.

14. Adjourn

There being no further business for consideration, the meeting was adjourned at 8:29 p.m.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Regular Meeting
October 15, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 15, 2025, at 6:30 p.m.

1. Call to Order

Mayor Yang called the meeting to order at 6:34 p.m.

2. Flag Salute

The Monterey Park Police Explorers led the Flag Salute.

3. Roll Call

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Council Members Absent: None.

Also present:

City Treasurer Amy Lee

City Manager Inez Alvarez

City Attorney Karl Berger

Assistant City Manager Diana Garcia

Director of Finance Martha Garcia

Fire Chief Jason Hing

Police Chief Scott Wiese

Director of Community Development Timothy Hou

Director of Recreation and Community Services Robert Aguirre

City Librarian Kristin Olivarez

Director of Public Works Shawn Igoe

IT Manager Martin Dinh

Risk Management Manager Julie DeZiel

Economic Development Project Manager Joseph Torres

Principal Management Analyst Rebecca Bojorquez

Assistant Deputy City Clerk Helena Cho

Office Assistant Michelle Martinez

Virtually present:

None.

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

4. Agenda Revisions and Additions

None.

5. Public Communications

- Dawn Rock spoke about the success of the Barnes Park Pool Fundraiser Campaign and thanked Director of Recreation and Community Services Aguirre and the department for the upcoming community meetings regarding the future of Barnes Park Pool. She shared her involvement with the San Gabriel Valley LGBTQ+ Youth Advocacy Coalition, explained their purpose to help support the well-being of the LGBTQ+ youth in the San Gabriel Valley and asked the City Council to become potential supporters of the Coalition.
- Margaret Leung conveyed her appreciation for the Barnes Park Pool Fundraiser Campaign and its success over the past weekend. She mentioned the event's coverage on channel ABC 7 and the World Journal, thanked the City Council for their attendance and discussed the lifelong opportunities youth athletics provide for students. She shared a drafted potential user requirement for the pool and spoke of her attendance at the Quarterly Los Angeles County Regional Park and Open Space District Meeting where she reported an opportunity to apply for a grant to help fund the restoration of the pool.

6. Staff Communications

6.A. City Clerk's Office

Assistant Deputy City Clerk Cho presented a PowerPoint presentation about the upcoming November 4, 2025 Statewide Election. She provided information on nearby ballot drop-box locations, early voting centers and provided resources on how voters can receive more information on the upcoming Election.

6.B. City Manager's Office

Assistant City Manager Garcia informed the residents of the dates for upcoming Meet-up with the Mayor and Community Conversations meetings.

6.C. Recreation & Community Services

Director of Recreation and Community Services Aguirre shared a PowerPoint presentation thanking the residents who attended Electric Park, reported the newly available Monterey Park themed United Against Hate lawn signs, and announced the upcoming Community Engagement Pool Revitalization meetings. He provided updates on upcoming Langley Senior Center events which include the Art and Heart Painting Workshop, the Senior Safety Workshop, the Trick or Treat Dance Party, the Annual Community Health Fair, the Dia De Los Muertos Community Altar, and reminded the residents to attend the Monster Mash event at Barnes Park.

6.D. Police Department

Police Chief Wiese provided a PowerPoint presentation with updates on the Neighborhood Watch Program, statistics from the Neighborhood Engagement Team for the month of September with previous year comparisons. He reminded the residents to attend The Third Annual Car Show on October 26, 2025, in support of Breast Cancer Awareness Month.

6.E. Public Works

Director of Public Works Igoe exhibited a PowerPoint presentation announcing the timeline for construction of the upcoming AMI Water Meter Project.

7. Presentation

7.A. Economic Development Projects Update

Economic Development Manager Torres shared a PowerPoint presentation detailing a departmental update. He spoke about the applications received and approved for the Small Business Assistance Program, the Monterey Park Business Alliance networking events that occurred during the year and elaborated on the LOVE Monterey Park Shop and Dine Campaign and Late Night Eats initiative. He reported the success of the Taste of Downtown Monterey Park (MPK) Program, mentioned recent grand openings of businesses and provided an update on the developmental projects around the City. He gave information about the department's recent attendance at the International Council of Shopping Centers and explained the City's goal to create industry connections to promote Monterey Park. He introduced a brand-new Citywide initiative called In the Game MPK, to help raise local business awareness in time for the 2028 Olympics and announced the City's recent collaboration with East Los Angeles College for the development of the Center for Entrepreneurship Incubation and Innovation.

8. Old Business

None.

9. Consent Calendar

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

Action Taken: The City Council approved and adopted Agenda Item Nos. 9.A., 9.B., 9.D. and 9.E. except for Agenda Item No. 9.C. which was pulled for separate discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

9.A. Minutes

The minutes are a record of the official actions taken at the City Council meeting.

Recommendation:

It is recommended that the City Council consider:

1. Approving the minutes from the special meetings of September 16, 2025, and September 17, 2025 and the regular meeting of September 17, 2025; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.B. Approval of agreement with CivicPlus, LLC

The City Manager's Office is responsible for providing residents, businesses, and the public with services that boost public communication and civic engagement. To fulfill this need, the City Manager's Office utilizes CivicPlus, LLC to provide these services through its various platforms. It is recommended that the City Council consider authorizing the City Manager to execute an agreement with CivicPlus, LLC in a form approved by the City Attorney.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with CivicPlus, LLC for city website services, public records request platform, archiving of social media content, and agenda management platform, in a form approved by the City Attorney for an amount not to exceed \$60,000 plus an annual cost adjustment not to exceed 5% year over year;
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.C. Acceptance of Real Property located at 1688 W. Garvey Ave., CA, as partial satisfaction of debt owed to City, and payment of related fees

The City expended total abatement cost of approximately \$15,884,091 to stabilize a dangerous hillside on property owned by CII located at 1688 West Garvey Avenue ("GAP Property"). A more complete background may be reviewed online (<https://www.montereypark.ca.gov/1409/1688-West-Garvey-Avenue>).

As the City Council is aware, the GAP Property was one of two pieces of property that provided security to insure CII completed abating nuisances on the GAP Property. The other real property, located in South El Monte, was recently put up for sale by nonjudicial foreclosure auction for \$2 million as partial recovery of the City's costs, title to which transferred to the City after it failed to sell at auction.

During the City's abatement of the GAP Property, the City Council liened that property in the amount of \$15,884,091. CII failed to pay this debt. As a result, the City authorized a nonjudicial foreclosure of the GAP Property; it was offered for sale on October 2, 2025. There were no bidders. Consequently, title to the GAP Property will revert to the City upon the City Council taking the recommended action.

S.B.S. Trust Deed Network served as the City's agent handling all aspects of foreclosure on the Property. Its fees and costs, totaling \$73,545.31 (approximately 1.2% of the appraised value of the Property), must be paid to S.B.S. Trust Deed Network as the final step for title of the Property to be transferred to the City. A copy of S.B.S. Trust Deed Network's invoice is attached as Exhibit A (to the staff report).

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). This activity is exempt from the CEQA pursuant to CEQA Guidelines § 15601(b)(3) as it contemplates only administrative actions related to the acquisition of real property and it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to accept, on behalf of the City, fee simple title to real property commonly known as 1688 West Garvey Avenue (APN 5254-002-031), as partial satisfaction of debt owed by Center Int'l Investments, LLC ("CII"), related to the City's abatement of CII's property located at 1688 West Garvey Avenue;
2. Authorizing payment of \$73,545.31 in trustee sales agent fees to take title of that real property; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, adopted Resolution No. 2025-R90, and directed staff to seek recovery of costs through the sale of the property and, as a second choice, seek options for the property's additional use.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

Resolution No. 2025-R90

A resolution authorizing the payment of \$73,545.31 to acquire title to real property commonly known as 1688 W. Garvey Ave., Monterey Park, CA 91733, APN 5254-002-031, and directing the City Manager, or Designee, to take all actions necessary to effectuate the transfer of title

9.D. Vision Zero Action Plan

The City was awarded \$984,000 funding through the FY 2022 Safe Streets 4 All ("SS4A") Federal grant and has entered into a pass-through agreement with the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), Agreement No. 9200000000SS4A04 on 12/7/2023 and FIS No. 700512. The City Council adopted Resolution No. 2022-R75, adopting a Vision Zero Policy, a Citywide guiding principle for transportation planning, the design of streets and sidewalks and the maintenance of the public right of way, and prioritize the development of safe roadways and the highest level of safety for all road users through new policies, systems and infrastructure improvements for pedestrian, bicyclists and motorists. The Public Works Director ("Director") was directed to identify and secure grant funding to implement the Vision Zero Action Plan. The City developed a Local Road Safety Plan and incorporated many of its recommended actions. On May 18, 2022, the City adopted a Complete Street Policy in accordance with California law to help protect public health and safety, which is a requirement of LACMTA.

The City released a Request for Proposals ("RFP") and received five proposals for the preparation of Vision Zero Action Plan. Following an extensive selection process that included interviews of the top two firms, the Director selected Kimley-Horn and Associates, Inc. as the most qualified consultant for this work. Kimley-Horn has been involved in many design projects in the City, including the development of the City's Local Road Safety Plan, and most recently the Monterey Pass Complete Street. The Director has determined that Kimley Horn is the most suitable candidate for the City's award. The Director requests City Council approval to enter into an agreement with Kimley Horn in an amount not to exceed \$957,140, for the preparation of Action Plan (the "Contract").

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Professional Services agreement with Kimley-Horn and Associates, Inc., in a form approved by the City Attorney, for the preparation of Vision Zero Action Plan in an amount not to exceed \$957,140; and
2. Authorizing the Director of Public Works to approve Change orders and contingency up to \$95,714 (10%) of the contract amount, for a total project cost of \$1,052,854; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar.

9.E. Emergency Resolution Termination

On January 21, 2025, the City Council adopted Resolution No. 2025-R3 declaring a local emergency due to windstorm and firestorm events beginning on January 7, 2025, as reflected in the Governor's Executive Order dated January 12, 2025.

At its January 21, 2025, meeting, the City Council authorized the City Manager to take necessary measures to protect public health, safety, and general welfare including urgency abatement and direct negotiation of contracts pursuant to Public Contract Code §§ 20168 and 22050 and the Monterey Park Municipal Code ("MPMC") for the immediate completion of various projects including, without limitation, those listed on the capital improvement plan ("CIP"). While the conditions resulting from the declared emergency remain (and, indeed, additional factors such as the 2028 Olympics and federal immigration enforcement are contributing to cost increases and labor shortages), the City Manager and Public Works Director determined that it may be in the public interest to now terminate the emergency. Consequently, it is recommended City Council adopt a resolution terminating the local emergency.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the extension under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity reflects administrative changes and policy making. Accordingly, this activity is exempt from further review.

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing this staff report summarizing the status of the windstorm and firestorm local emergency;
2. Appropriating \$129,000 from Development Impact Fund 231 for CIP 95064;
3. Adopting a resolution terminating the local emergency; and
4. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations and adopted Resolution No. 2025-R91, on Consent Calendar.

Resolution No. 2025-R91

A resolution adopted by the City Council terminating the local emergency resulting from the January 2025 windstorm and firestorm events

10. Public Hearing

None.

11. New Business

11.A. Downtown Business Improvement District (BID) No. 1 2025 Annual Report and 2026 Proposed Budget

The Downtown BID was established in 1986 and is required by California law to submit an annual report to the City Clerk detailing its activities, expenditures for the current program year, and proposed budget for the following program year. Additionally, Downtown BID assessments must be renewed annually. Per the Government Code § 54954.6, an ongoing assessment, if imposed at the same or lower amount as any previous year, does not require a public hearing or resolution to adopt and may be approved by minute order.

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing the 2025 Annual Report with the City Clerk;
2. Approving the proposed Business Improvement District assessment and budget for the 2026 program year; and
3. Taking such additional related action that may be desirable.

Discussion: Economic Development Manager Torres presented a staff report detailing the Business Improvement District's (BID) annual report and provided the BID's budget report for the year 2026.

Action Taken: Mayor Yang declared a potential Conflict of Interest as her business entity is within 500 feet of the proposed project, recused herself, left the dais at 8:15 p.m., returned to the dais at 8:28 p.m. and did not participate in the item. The City Council approved the recommendations.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None
Recusal: Council Members: Elizabeth Yang

11.B. Consideration to reappoint Joseph Leon to the San Gabriel Valley Mosquito and Vector Control District as the City of Monterey Park's representative

The City of Monterey Park is located within the boundaries of the San Gabriel Valley Mosquito and Vector Control District. The District is governed by a 27-member Board of Trustees, consisting of an appointed representative from each city plus the County of Los Angeles. The City Council has the authority to appoint an individual to serve as the Monterey Park representative on the Board of Trustees. The current term for the City representative, Joseph Leon, concludes on December 31, 2025. To ensure there is uninterrupted representation, action is needed for the next term of office.

CEQA (California Environmental Quality Act):

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines (the "common sense" exemption), this action is not a project for purposes of CEQA review because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment

It is recommended that the City Council consider:

1. Reappointing Joseph Leon as the City Representative on the San Gabriel Valley Mosquito and Vector Control District Board of Trustee for a specified term of either two or four years; and
2. Taking such additional, related, action that may be desirable.

Discussion: Assistant City Manager Garcia exhibited a staff report depicting details about Joseph Leon's potential reappointment as the City Representative on the San Gabriel Valley Mosquito and Vector Control District Board of Trustee and requested an amendment to the proposed recommendations, to include the approval and adoption of a resolution affirming his reappointment.

Action Taken: The City Council approved the recommendation and adopted Resolution No. 2025-R92, reappointment of Joseph Leon as the City Representative on the San Gabriel Valley Mosquito and Vector Control District Board of Trustee for a two-year term.

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

Ayes: Council Members: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

Resolution No. 2025-R92

A resolution of the City Council of the City of Monterey Park appointing a representative to the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District

12. City Communications (City Council) / Future Agenda Items

Council Member Ngo spoke about his attendance celebrating Taiwan's National Day at the Barnes Park Amphitheater and the Mid-Autumn Festival at Capital Seafood Restaurant. He spoke about his participation at the League of California Cities meeting located at Long Beach, the Library Gala at Luminarias, and at Electric Park in Barnes Park.

Council Member Wong mentioned his involvement at the Library Gala and his participation at the San Gabriel Valley Power Up Beacon (SGVPUB) Save Barnes Park Pool Campaign. He elaborated on his appreciation for the Vision Zero Action Plan, requested an update on the businesses that may have been affected by the recent actions by the Immigration and Customs Enforcement and an update on how the SR 710 Task Force may affect the City as a Future Agenda Item.

Council Member Sanchez thanked the Fire and Police Department for their efforts coordinating National Walk to School Day on October 8, 2025. He reported his attendance at the City's Code Enforcement Week Community Connection Day and the Los Angeles (LA) Metro Service Council meeting where he highlighted the LA Metro Life Pass Program for low-income individuals. He requested an update on ways the City can support the immigrant community that has been impacted by recent immigration enforcement as a Future Agenda Item.

Mayor Pro Tem Lo detailed his participation at many of the events attended by his fellow Council Members and spoke about his attendance at the grand opening of Swank Salon. He requested staff to provide a report about the new housing legislation and how it may affect the City as a Future Agenda Item.

Mayor Yang reported her attendance at the League of California Cities meeting at Long Beach, the SGVPUB Save Barnes Park Pool Campaign, and the Library Gala. She announced upcoming events, which include the Senior Safety Workshop hosted by Assemblymember Mike Fong, the Annual Membership Tea hosted by the Woman's Club at the Barnes Park Service Club House and the West San Gabriel Valley Realtors Legislative Day.

13. Closed Session (if Required; City Attorney to Announce)

None.

14. Adjournment

There being no further business for consideration, the meeting was adjourned at 8:52 p.m.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting



City Council Staff Report

Date: November 5, 2025
Agenda Item Number: 9.B.

To: The Honorable Mayor and City Council
From: Amy Lee, City Treasurer
Subject: Monthly Investment Report – September 2025

Recommendation:

It is recommended that the City Council consider:

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

Executive Summary:

As of September 30, 2025, invested funds for the City of Monterey Park total \$88,615,588.06.

Background:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates and maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a portfolio summary from Chandler Asset Management.

Strategic Plan Goal:

This report meets strategic plan goal number 2, "Maintain Stability of City's Fiscal and Human Resources," by providing transparency on the City's funds.

Fiscal Impact:

There is no fiscal impact with receiving and filing this report.

Attachments:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
SEPTEMBER 30, 2025**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 8/31/2025

\$ 88,615,588.06

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u>	ON DEMAND	3.50%	<u>\$ 26,705,726.55</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	4.212%	<u>\$ 27,795,311.81</u>
(3) <u>CHANDLER ASSET MANAGEMENT</u>		4.59%	<u>\$ 26,609,516.29</u>

(4) <u>CERTIFICATES OF DEPOSIT</u>	Purchase Date	Maturity Date	Interest Rate	
1 FLASTAR BANK NA	07/25/24	01/26/26	4.85%	245,000
2 KEYPOINT CREDIT UNION	10/30/24	10/30/25	4.35%	245,000
3 RIZE FED CREDIT UNION	12/13/24	12/14/26	4.25%	245,000
4 FIRST SEACOAST BANK	01/27/25	01/27/27	4.15%	247,000
5 GOLDMAN SACHS BANK	01/28/25	01/28/27	4.15%	244,000
6 FIRST BUSINESS BANK	01/30/25	01/29/27	4.15%	244,000
7 FIRST KY BANK	01/30/25	02/01/27	4.15%	249,000
8 AUSTIN TELCO FED CREDIT UNION	01/31/25	02/01/27	4.25%	249,000
9 SOUND CREDIT UNION	01/31/25	02/01/27	4.20%	249,000
10 MORGAN STANLEY BANK	02/12/25	02/12/27	4.30%	244,000
11 MORGAN STANLEY PRIVATE BANK	02/12/25	02/12/27	4.30%	244,000
12 OREGON COMMUNITY CREDIT UNION	02/24/25	02/24/27	4.30%	249,000
13 MERRICK BANK	02/28/25	02/26/27	4.30%	249,000
14 FIRST WESTERN TRUST BANK	03/06/25	03/06/26	4.25%	249,000
15 SOUTHERN STATES BANK	03/21/25	03/22/27	4.15%	249,000
16 CORPORATE AMERICA FAMILY CREDIT UI	03/27/25	03/27/26	4.25%	249,000
17 PARKWAY BANK & TRUST	03/27/25	03/27/26	4.20%	239,000
18 TOYOTA FINANCIAL SAVINGS BANK	04/10/25	04/12/27	4.00%	245,000
19 UBS BANK	04/23/25	04/23/27	3.95%	249,000
20 AMERICAN EXPRESS NATIONAL BANK	04/30/25	04/30/27	4.05%	245,000
21 STATE BANK INDIA	05/05/25	05/05/27	4.10%	244,000
22 TRANSPORTATION ALLIANCE BANK	05/12/25	05/12/27	4.00%	249,000
23 FINWISE BANK	05/21/25	05/21/27	4.00%	249,000
24 CONNEXUS CREDIT UNION	07/23/25	07/23/27	4.10%	245,000
25 HARBORSTONE CREDIT UNION	08/06/25	08/06/26	4.25%	249,000
26 HOPE FEDERAL CREDIT UNION	08/21/25	08/21/26	4.10%	240,000
27 CIVIC FEDERAL CREDIT UNION	08/29/25	08/28/26	4.15%	249,000
28 PREFERRED BANK	09/03/25	09/03/26	3.93%	113,033
29 OPTUM BANK	09/15/25	09/15/27	3.70%	245,000
30 FIRST BANK	09/19/25	03/19/27	3.70%	245,000
31 UNIVERSITY OF ILLINOIS CREDIT UNION	09/24/25	09/24/27	3.65%	249,000
<i>Total CDs (31)</i>			4.136%	<u>\$ 7,505,033.41</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾

\$13,837,477.70

AVERAGE MATURITY DAYS

186

AVERAGE INTEREST RATE FOR THE MONTH

4.105%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

PORTFOLIO SUMMARY



City of Monterey Park | Account #11189 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	1.85
Average Coupon	4.25%
Average Purchase YTM	4.59%
Average Market YTM	3.88%
Average Credit Quality*	AA
Average Final Maturity	2.28
Average Life	1.90

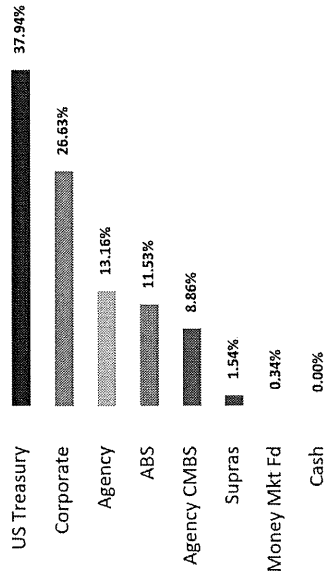
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	26,795,031.21	26,906,804.81
Accrued Interest	248,456.18	225,649.43
Total Market Value	27,043,487.38	27,132,454.24
Income Earned	85,273.55	118,655.99
Cont/WD	0.00	0.00
Par	26,638,682.73	26,755,922.35
Book Value	26,483,126.89	26,609,516.29
Cost Value	26,375,472.41	26,497,286.43

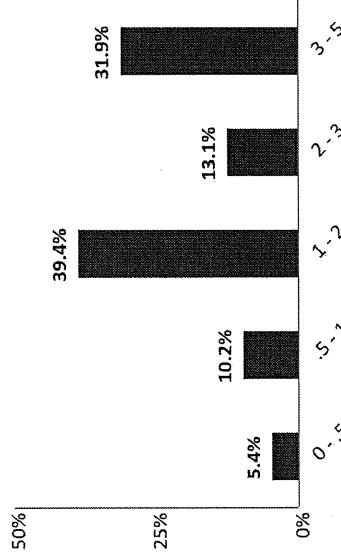
Top Issuers

United States	37.94%
FHLMC	8.86%
Farm Credit System	6.75%
Federal Home Loan Banks	6.41%
International Bank for Recon and Dev	1.54%
Bank of America Credit Card Trust	1.41%
John Deere Owner Trust	1.41%
The Home Depot, Inc.	1.29%

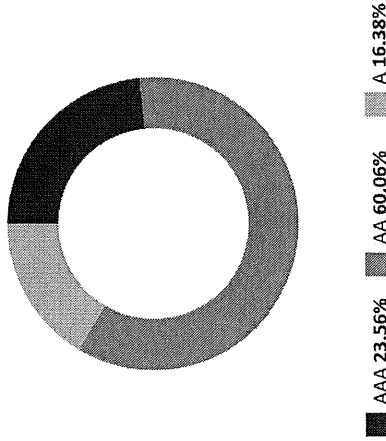
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/12/24)
City of Monterey Park	0.34%	1.21%	4.32%	4.26%	--	--	--	--	5.65%
Benchmark Return	0.31%	1.12%	3.93%	3.88%	--	--	--	--	5.00%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
 **Periods over 1 year are annualized.
 Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index



City Council Staff Report

Date: November 5, 2025

Agenda Item Number: 9.C.

To: The Honorable Mayor and City Council
From: Scott Wiese, Police Chief
Subject: Purchase of Laptops and Desktop Computers for the Police Department

Recommendation:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code §§ 3.20.050(2)(4) and authorizing the City Manager, or designee, to enter into an agreement with Dell Marking LP and Panasonic Connect North America Professional Services, LLC, in a form approved by the City Attorney, for desktop and laptop computers; and
2. Take such additional, related action that may be desirable.

Executive Summary:

The Chief of Police ("Chief") requests authorization to replace the Police Department's ("Department") end-of-life laptops and desktop computers. Current laptops and desktops are out of warranty, no longer serviceable, and not compliant with Criminal Justice Information Services ("CJIS") security requirements. Old laptops and desktops often lead to slow computer performance, system crashes, and are open to vulnerabilities.

The Chief is requesting authorization for the IT Division to purchase 50 Panasonic laptops, 90 Dell desktop computers, and associated technology upgrades and accessories for a total amount not to exceed \$400,000.

Background:

The Department relies on laptops and desktop computers for various field operations, including dispatching calls for service, report writing, mapping capabilities, and emergency operations.

The current laptops, Panasonic Toughbook CF-54, have been in service since 2016 and have reached the end of their useful life. They no longer receive security updates, are out of warranty, and frequently experience hardware malfunctions, slow processing speeds, and downtime. Continuing to use these units creates cybersecurity risks and CJIS non-compliance.

The Dell Optiplex 7060 desktop computers are over 7 years old and have reached the end of their useful life. Dell has discontinued hardware and software support since 2023 leaving them vulnerable to exploits. Old computer hardware often leads to crashes, poor performance and slow processing.

Both laptops and desktops are on Windows 10 operating system. Microsoft is ending support for Windows 10 on October 14, 2025. Without future software updates and patches, the computers will be increasingly unstable and unreliable, impacting productivity and system stability. Continuing to use unsupported systems can result in serious security vulnerabilities, software incompatibility, and failure to meet CJIS security standards.

The Department recommends replacing the CF-54 units with Panasonic Toughbook FZ-55 laptops. The new Panasonic Toughbook FZ-55 laptop offers superior durability, performance, and security. They are built to military-grade standards, making units resistant to drops, vibrations, extreme temperatures, and other harsh conditions encountered by law enforcement officers. This rugged construction ensures that the laptops will perform reliably even under the most demanding conditions, reducing the risk of equipment failure and downtime, and improving officer safety and operational effectiveness. In addition to new processing power, memory and storage, the FZ-55s are compatible with existing vehicle mounts and docking stations, saving the Department about \$105,000 in new mount and docking replacements which makes this platform the most convenient pursuant to Monterey Park Municipal Code § 3.20.050(2).

The National Association of State Procurement Officials (“NASPO”) conducted a solicitation for new computers on March 5, 2021. Dell Marketing LP and Panasonic were selected as the lowest responsible bid and awarded the NASPO contract on July 1, 2023. Accordingly, the purchase is exempt from further bidding pursuant to MPMC 3.20.050(4)

The Department recommends replacing the Optiplex 7060 with new Dell All-In-One Pro 24 (“AIO”). Upgrading to the AIO ensures modern, supported hardware that meets current security standards. Its all-in-one design integrates the monitor, camera, speakers, and microphone, reducing desk clutter and simplifying collaboration. With faster processors, improved memory, and built-in conferencing tools, the AIO delivers better performance, security and user experience.

New computers are critical to maintain secure, efficient and compliant Police operations.

Strategic Plan Goal:

N/A

Fiscal Impact:

The total cost of the project is \$400,000.00. Funds have been budgeted in account number 1015002-5501-EPD01 in FY 2025-26.

Attachments:

None



City Council Staff Report

Date: November 5, 2025

Agenda Item Number: 9.D.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development
Jason Hing, 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 2025 Edition of the California Building Standards Code and the Monterey Park Amendments to the California Building Standards Code; set public hearing for December 3, 2025

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 December 3, 2025, 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)).

Executive Summary:

Every three years California adopts updated building standards codified in Title 24 of the California Code of Regulations. The draft ordinance (Attachment 1) incorporates the 2025 codes by reference and includes limited local amendments based on documented climatic, geological, and topographic conditions and administrative needs. This cycle primarily clarifies existing requirements and updates numbering, with targeted fire and life safety provisions. The staff report also explains how the ordinance complies with AB 130 by limiting local changes that are applicable to residential units to the narrow exceptions allowed by state law, and by treating other changes as administrative or fire authority supported.

Type Of Action: (Legislative)

The recommended action is to amend Monterey Park Municipal Code (MPMC) Titles 16 and 17 by adopting the 2025 Edition of the California Building Standards Code (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 (Attachment 1). Accordingly, a Notice of Exemption has been prepared for the proposed ordinance (Attachment 2).

Background:

The California Building Standards Commission is authorized by Health and Safety Code §§ 18901 through 18949.31 to administer the processes governing the adoption, approval, publication, and implementation of California's uniform codes every three years.

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.

Local amendments are not effective or operative until the amendment documents meeting the requirements have been filed with CBSC. As stated in the Ordinance, the City Clerk will send a certified copy of the Ordinance to the California Building Standards Commission.

Since the City is incorporating the CBSC into the Monterey Park Municipal Code ("MPMC") by reference (with local amendments), Government Code § 50022.3 requires that the City Council conduct a public hearing before adopting the Ordinance. Accordingly, if the Ordinance is introduced, a public hearing would be scheduled for the December 3, 2025 City Council meeting.

Assembly Bill 130 (2025) ("AB 130"), among other things, amended Health and Safety Code §17958 by prohibiting modifications to building standards affecting residential units between October 1, 2025, and June 1, 2031, unless certain conditions exist, including a finding that the local amendments are "substantially equivalent" to prior provisions. The local amendments incorporated into the draft ordinance are substantially equivalent to existing regulations as adopted under the 2022 uniform codes. Proposed changes to existing regulations are primarily administrative.

The 2025 California Building Standards Codes will take effect on January 2, 2026. The new codes apply to building permit applications submitted on or after that date. Based upon the draft ordinance, permit applications submitted on or before December 31, 2025, remain subject to the current 2022 codes for as long as the application stays active.

Strategic Plan Goal:

N/A

Fiscal Impact:

There are no identifiable fiscal impacts associated with adopting the Ordinance and Resolution (other than administrative costs associated with codifying the Ordinance).

Attachments:

1. Ordinance and Exhibit A- Findings- Local Amendments to the 2025 California Building Standards Code
2. Notice of Exemption

ATTACHMENT 1

Ordinance and Exhibit “A” – Findings – Local Amendments to the 2025 California Building Standards Code

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE 2025 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, CALIFORNIA WILDLAND-URBAN INTERFACE 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 6 and December 3, 2025.
- 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 2025 codes in their entirety as if set forth in full herein:
 - 1. The California Building Code, 2025 Edition - Vol. I & II as published in Title 24, Part 2 of the California Code of Regulations;

2. The California Residential Code, 2025 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations;
3. The California Electrical Code, 2025 Edition, as published in Title 24, Part 3 of the California Code of Regulations;
4. The California Mechanical Code, 2025 Edition, as published in Title 24, Part 4 of the California Code of Regulations;
5. The California Plumbing Code, 2025 Edition, as published in Title 24, Part 5 of the California Code of Regulations;
6. The California Energy Code, 2025 Edition, as published in Title 24, Part 6 of the California Code of Regulations;
7. The California Wildland-Urban Interface Code, 2025 Edition, as published in Title 24, Part 7 of the California Code of Regulations;
8. The California Historical Building Code, 2025 Edition, as published in Title 24, Part 8 of the California Code of Regulations;
9. The California Fire Code, 2025 Edition, as published in Title 24, Part 9 of the California Code of Regulations;
10. The California Existing Building Code, 2025 Edition, as published in Title 24, Part 10 of the California Code of Regulations;
11. The California Green Building Standards Code, 2025 Edition, as published in Title 24, Part 11 of the California Code of Regulations;
12. The California Referenced Standards Code, 2025 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, 2025 Edition - Vol. I & II as published in Title 24, Part 2 of the California Code of Regulations;
2. The California Residential Code, 2025 Edition, as published in Title 24, Part 2.5 of the California Code of Regulations;
3. The California Electrical Code, 2025 Edition, as published in Title 24, Part 3 of the California Code of Regulations;
4. The California Mechanical Code, 2025 Edition, as published in Title 24, Part 4 of the California Code of Regulations;
5. The California Plumbing Code, 2025 Edition, as published in Title 24, Part 5 of the California Code of Regulations;
6. The California Energy Code, 2025 Edition, as published in Title 24, Part 6 of the California Code of Regulations;
7. The California Wildland-Urban Interface Code, 2025 Edition, as published in Title 24, Part 7 of the California Code of Regulations;
8. The California Historical Building Code, 2025 Edition, as published in Title 24, Part 8 of the California Code of Regulations;
9. The California Existing Building Code, 2025 Edition, as published in Title 24, Part 10 of the California Code of Regulations;
10. The California Green Building Standards Code, 2025 Edition, as published in Title 24, Part 11 of the California Code of Regulations;
11. The California Referenced Standards Code, 2025 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: 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, 2025 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, 2025 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 other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). 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 5: 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, 2025 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, 2025 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 R309 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 6: 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, 2025 Edition, as published in Title 24, Part 3 of the California Code of Regulations.”

SECTION 7: 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, 2025 Edition, as published in Title 24, Part 4 of the California Code of Regulations.”

SECTION 8: 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, 2025 Edition, as published in Title 24, Part 5 of the California Code of Regulations.”

SECTION 9: 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, 2025 Edition, as published in Title 24, Part 6 of the California Code of Regulations.”

SECTION 10: 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, 2025 Edition, as published in Title 24, Part 8 of the California Code of Regulations.”

SECTION 11: 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, 2025 Edition, as published in Title 24, Part 10 of the California Code of Regulations.”

SECTION 12: 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, 2025 Edition, as published in Title 24, Part 11 of the California Code of Regulations.”

SECTION 13: 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, 2025 Edition, as published in Title 24, Part 12 of the California Code of Regulations.”

SECTION 14: 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, 2025 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, O and P.”

“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 design 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 112, including its subparts is amended in its entirety to reads as follows:

112 Appeals. Any aggrieved party may appeal any decision of the Fire Chief.

112.2 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.

112.3 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:

304.1.3 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 reads 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, 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 903.3.1.1.5.to read as follows:

903.3.1.1.5 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, 2025 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, 2025 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, 2025 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 comply 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. 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 a permit must be made in writing at least ten days before the date of the display. If a permit is issued, 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 is 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 may promulgate rules and regulations consistent with this code as needed to prevent injury to persons and/or property including, without limitation, requiring standby fire personnel or apparatus at the firing site.
7. If the Fire Chief or designee determines that there is a lack of crowd control or that the crowd is in danger, the display may be immediately stopped. If at any time high winds or wet weather creates a danger, the display may be postponed until weather conditions are acceptable to the Fire 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 five minutes, and then be submerged 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 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. It is unlawful for any permittee not to comply with the conditions of a permit or this code. Application must be made no earlier than April 1 and no later than May 15 of each calendar year.

5615.1.2 Not more than 20 permits may be issued 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 the City Manager, or designee.

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 P Haunted Houses

Section P101.2 of Appendix Chapter P is amended to read as follows:

P101.2 Permits. A permit is required for haunted houses, ghost walks, or similar amusement uses in accordance with Appendix P101.2.

EXCEPTION: Haunted houses, ghost walks, or similar amusement uses in Group R-3 occupancies.”

SECTION 15: A new Chapter 17.03 entitled “Chapter 17.03 WILDLAND-URBAN INTERFACE CODE” is added to the MPMC to read as follows:

“§ 17.03.010 Wildland-Urban Interface Code adopted by reference.

Pursuant to Government Code section 50022.9, the city council adopts and incorporates by reference the California Wildland-Urban Interface Code, 2025 Edition, as published in California Code of Regulations Title 24, Part 7.”

SECTION 16: *Renumbering.* All sections of the MPMC affected by changes implemented by this Ordinance are renumbered as appropriate.

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 2025 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 3rd day of December, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, 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 3rd day of December, 2025, by the following vote, to wit:

AYES;

NOES;

ABSENT:

APPROVED AS TO FORM:

KARL H. BERGER, CITY ATTORNEY

Karl H. Berger, City Attorney

EXHIBIT A

Findings - Local Amendments To The 2025 California Building Standards 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 Building Standards 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:

2025 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

2025 California Residential Code

Code Section	Finding
Section R301.1.3.2	B-1
Section R309	A-1, A-2, B-4, C-1

2025 California Fire Code

Code Section	Finding
102.5	Administrative
103.4	Administrative
105.6.7	Administrative
112	Administrative
202	Administrative
304.1.3	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
P101.2	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 2025 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: _____
☒ 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: Timothy Hou, AICP 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: Director of Community Development

- ☐ Signed by Lead Agency Date received for filing at OPR:
☐ Signed by Applicant



City Council Staff Report

Date: November 5, 2025

Agenda Item Number: 9.E.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Agreement with San Gabriel Basin Water Quality Authority for the Operation of the South El Monte Operable Unit (SEMOU) Treatment Facility

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the Agreement with the San Gabriel Basin Water Quality Authority (WQA), in a form approved by the City Attorney, for the operation of the South El Monte Operable Unit (SEMOU) Treatment Facility;
2. Taking such additional, related, action that may be desirable.

Executive Summary:

Under an agreement with the San Gabriel Basin Water Quality Authority (WQA), the City of Monterey Park has been receiving reimbursement for costs related to the treatment of water contaminated by industrial activities from the 1940's. The contaminated aquifer is located in an area called the South El Monte Operating Unit (SEMOU) that had been managed by the Environmental Protection Agency (EPA).

On September 1, 2024, the California Department of Toxic Substances Control (DTSC) took over the management of the SEMOU, including the transfer of all responsibility from EPA to DTSC. The City's agreement with WQA expired on August 31, 2024. To continue receiving reimbursement for treatment costs (now through DTSC), the City would need to enter into a new agreement with WQA.

Background:

SEMOU

The San Gabriel Valley's groundwater basin is contaminated from the disposal of volatile organic compounds (VOCs) used as solvents in industrial and commercial activities during the 1940's. High concentrations of VOCs were first discovered in the vicinity of the City of Azusa in 1979 that led to the EPA placing four portions of the groundwater basin on the National Priorities List (NPL) under authority of Comprehensive Environmental Response,

Compensation, and Liability Act of 1980 (CERCLA), also known as the Superfund program. Under CERCLA, these areas are referred to as Operable Units (“OUs”). Currently, there are six active OUs: Baldwin Park, El Monte, South El Monte, Puente Valley, Area 3 and Whittier Narrows. Contamination consists primarily of volatile organic compounds and perchlorate. Also found were low concentrations of 1,4-dioxane. The City of Monterey Park’s source of potable water is affected by the SEMOU that addresses about two and half square miles of contaminated groundwater underneath portions of the cities of South El Monte, El Monte, and Rosemead.

In 2000, EPA issued an Interim Record of Decision (IROD) for the SEMOU and selected the preferred alternative – Interim Remedy - of containment through extraction and treatment of groundwater in the intermediate zone of the aquifer. Because the IROD expresses a preference for drinking water end-use, EPA selected water production wells that extract groundwater within the SEMOU plume. These production wells are owned by three local drinking water purveyors: San Gabriel Valley Water Company, Golden State Water Company, and the City of Monterey Park. The reason these purveyors were selected was because of their existing drinking water treatment systems, drinking water permits, and associated water rights.

EPA incorporated the purveyor’s treatment plants and associated extraction wells into the Interim Remedy. For the City of Monterey Park, this includes the treatment system at the Delta Plant – the Centralized Groundwater Treatment System – and Wells 1, 5,

WQA

The WQA was created as a result of the contamination to manage and coordinate the cleanup. The California Legislature established the WQA in 1993 with the mission to protect public health and safety by planning and financing groundwater treatment projects in the Basin. Its responsibility is to secure funding and facilitate financial partnerships with local, state and federal agencies.

FUNDING

In 2008, EPA entered into a cooperative agreement with WQA to oversee the implementation of the SEMOU. Water entities - including the City - were reimbursed for costs related to the groundwater cleanup through this agreement. Eligible expenditures included chemicals, carbon, electricity and labor directly related to the treatment of VOCs and other contaminants that were a result of the industrial and commercial activities (e.g., perchlorate, NDMA).

The agreement with EPA expired in 2022 and was extended to August 31, 2024. As of September 1, 2024, the DTSC assumed responsibility for the continued implementation and oversight of the operation, maintenance and monitoring of the Interim Remedy. WQA has entered into a contract with DTSC to assist in the operation and maintenance of the SEMOU. Under this contract, DTSC will provide funding to WQA to reimburse the three water purveyors (San Gabriel Valley Water Company, Golden State Water Company, and the City of Monterey Park). WQA is now entering into reimbursable agreements with the three water purveyors to operate and maintain the SEMOU remedy wells and the related treatment plants.

The IROD established target pumping rates for each of the purveyors and each purveyor

would be reimbursed based on the acre feet of water produced and treated. The allowable costs for reimbursement include: power to operate the treatment system, labor to operate the treatment system, water quality sampling, reporting to the State of California Division of Drinking Water, permits to DDW and for discharge, and materials and supplies directly related to the treatment systems.

Strategic Plan Goal:

Participation in the SEMOU meets the City's goal to maintain stability of the City's fiscal resources through cost recovery strategies such as securing grants and funding opportunities for water treatment.

Fiscal Impact:

The SEMOU Agreement provides a five-year budget for the City's reimbursement costs:

2024-25	\$1,043,467
2025-26	\$970,538
2026-27	\$1,683,370
2027-28	\$1,220,321
<u>2028-29</u>	<u>\$1,051,414</u>
TOTAL	\$5,969,110

Attachments:

1. Agreement with WQA

ATTACHMENT 1

Agreement with WQA

**SEMOU TREATMENT FACILITY OPERATION AGREEMENT
SAN GABRIEL BASIN WATER QUALITY AUTHORITY AND
THE CITY OF MONTEREY PARK**

This groundwater treatment facility operation agreement (the “Agreement”) is dated this 30th day of September, 2025, between the San Gabriel Basin Water Quality Authority, a Special District created by the legislature of the State of California (“WQA”), on the one hand, and the City of Monterey Park, a California municipal corporation (the “City”), on the other hand. (WQA and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”)

RECITALS

A. Historical recitals re the SEMOU

1. The United States Environmental Protection Agency (“EPA”) had been providing funding to operate the South El Monte Operable Unit (“SEMOU”) Interim Record of Decision (“IROD”) projects through a cooperative agreement with WQA since 2008. WQA in turn contracted with the city of Monterey Park, San Gabriel Valley Water Company and Golden State Water Company (“Purveyors”) to operate the projects. The EPA funds used for the cooperative agreement were derived from settlements obtained from responsible parties in the SEMOU.

2. As of August 31, 2024, the cooperative agreement between WQA and EPA concluded with all EPA settlement funds expended for the IROD projects. Additionally, agreements between WQA and the Purveyors were concluded at the same time under their own terms.

3. Effective September 1, 2024, the California Department of Toxic Substances Control (“DTSC”) assumed operational responsibility for the IROD projects under a Superfund Agreement with EPA and is obligated to fund the operation of the IROD projects on behalf of the State of California.

4. WQA has entered into an operational agreement with DTSC (attached hereto as “Exhibit 1”) (“DTSC Agreement”) that will provide funding for the IROD projects (“Funds”) beginning September 1, 2024 and desires to enter into operational agreements with each of the Purveyors similar to the cooperative agreement with EPA. Accordingly, the Purveyors desire to enter into an agreement with WQA to obtain reimbursements for the operating the IROD facilities in accordance with the SEMOU IROD.

5. This Agreement is intended to apply only to the Funds, and is not intended to apply to any other funds WQA and the Purveyors may have received from settlements reached in the SEMOU or with any party who is potentially responsible for the groundwater contamination in the SEMOU.

6. WQA enters into this Agreement with the City as a result of a noncompetitive proposal process. The WQA is justified in procuring the City’s services under the noncompetitive proposal process because the City is the only entity that can provide the services required under this Agreement.

B. Purposes of Agreement. This Agreement is entered into for the following purposes:

1. To provide funding to the City to implement the “Interim Remedy” defined in the DTSC Agreement.
2. To enable the City to operate its water system in the SEMOU area, including the IROD projects, to meet their goals of maximizing beneficial use of San Gabriel Basin groundwater, of providing a safe and affordable supply of water to their customers, and of meeting all applicable federal and state statutory and regulatory requirements for public water systems.
3. To set forth each Party’s responsibilities under this Agreement to ensure that the Interim Remedy funded by DTSC to WQA under the DTSC Agreement and by WQA to the City under this Agreement will be consistent with the “IROD,” as that term is defined in the DTSC Agreement.

AGREEMENT

A. Term of Agreement. This Agreement will be coterminous with the DTSC Agreement, which was executed by and between DTSC and WQA on June 23, 2025, as the DTSC Agreement may be extended and/or amended from time to time, except as provided in paragraph D of this Agreement.

B. WQA / City Obligations

1. Distribution of the Funds

- a. With respect to Funds distributed to the City, WQA will only distribute the Funds to the City for the payment of DTSC-approved costs on City IROD projects. WQA will distribute such Funds to the City within fourteen (14) days of receipt of those funds from DTSC.
- b. The Parties agree that the Purveyors will be reimbursed for their DTSC-approved operating and maintenance costs under this Agreement and the DTSC Agreement on a quarterly basis.

2. Operation, Maintenance and Groundwater Extraction

- a. The City must pump the IROD wells at the rates required in Exhibit A to the DTSC Agreement except as set forth below.
- b. WQA and the City recognize that the City requires flexibility in extraction rates for seasonal variations and other economic and operational concerns, and that the City is obligated to follow the requirements of applicable regulatory agencies. WQA does not wish to interfere with the sound operation of the City’s public water systems. WQA will work with the City in consultation with DTSC if the City fails to pump at the rates identified in Exhibit A to the DTSC Agreement. After consultation, if the City does not pump at a rate acceptable to DTSC, WQA may cease payment under this Agreement for the applicable City IROD project until the matter has been resolved. Similarly, WQA recognizes that the City

requires flexibility with respect to their compliance with DTSC program regulations related to this Agreement. If WQA identifies an issue with respect to noncompliance with DTSC program regulations by the City, then WQA will consult with the City. If after consultation a disagreement still exists and the City's alleged noncompliance is unacceptable to WQA, then WQA may cease payments under this Agreement.

- c. If an event occurs that may delay the performance for a period of thirty (30) days or more of any obligation of the City under this Agreement, or of an event which could substantially increase the cost of compliance with an obligation under this Agreement, the City must notify WQA. Upon receipt of the notice, WQA will comply with the procedures set forth in paragraph C.5.b of the DTSC Agreement.
- d. Notwithstanding the foregoing, WQA will not cease payment of Funds to the City that have previously been approved by DTSC.
- e. If WQA fails to provide Funds to the City or if the City, in the City's sole discretion, determines that it is infeasible or impracticable to continue to comply with its obligations under this Agreement, then it may terminate this Agreement as set forth in paragraph D below.

3. Reporting, Recordkeeping and Administration

- a. The City must submit to WQA quarterly (or, with DTSC approval to WQA, less frequently) data to be included in WQA progress reports to the DTSC Project Coordinator in a format to be provided by DTSC. This data is due to WQA 20 days (unless WQA approves an extension) after the end of the quarter (or larger reporting period agreed to between DTSC and WQA) and must summarize the City's work progress to date, future work schedules, expenditures for the reporting period, data for the reporting period on water quality, flow rates, and other operating data, and expected expenditures for the next reporting period.
- b. The City must identify and bring to WQA's and DTSC's attention any material problems or issues associated with activities conducted under this Agreement in a timely manner as well as including them in the periodic submission of data to WQA described in the preceding subparagraph.
- c. The City must submit to WQA for maintenance and retention, and for review by DTSC, copies of project records for the IROD Projects. The documents to be supplied to WQA regarding the City's plans and specifications must be provided and maintained under appropriate confidentiality agreements with WQA and DTSC satisfactory to the City.
- d. The City must provide to WQA for transmission to DTSC additional documentation in support of costs incurred no later than thirty (30) days after notice to the City of DTSC's reasonable request therefor.
- e. WQA will maintain accounting records and retain documents sufficient to satisfy

its obligations to DTSC under the DTSC Agreement and to the City under this Agreement. Similarly, in order to facilitate WQA's compliance under the DTSC Agreement, the City must maintain accounting records and retain documents sufficient to satisfy WQA's obligations to DTSC under the DTSC Agreement and the City's obligations to WQA under this Agreement. Upon request by the City, WQA will make available to the City for inspection and copying any accounting records or other documents maintained by WQA under the DTSC Agreement or this Agreement. In addition, upon reasonable notice to WQA, the City will have the right to audit WQA's records pertaining to this Agreement.

- f. WQA will promptly notify the City of all DTSC correspondence or communications that would affect the ability of the City to receive Funds under this Agreement. WQA will act promptly to process and forward to DTSC all documentation received from the City to be submitted to DTSC for funding under the DTSC Agreement.
- g. The City must notify WQA of any actual, apparent, or potential conflict of interest regarding any individual working on an Agreement assignment or having access to information regarding this Agreement. This notification must include both organizational conflicts of interest and personal conflicts of interest. If a personal conflict of interest exists, the individual who is affected will be disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.
- h. The City's financial management systems must track expenses by site, activity, and, operable unit, as applicable, according to object class. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used only for their authorized purposes.
- i. The City must comply with the records retention and access requirements applicable to DTSC.
- j. The City must maintain insurance against accidents and catastrophic loss to manage any risk inherent in completing the project under this Agreement.
- k. This Agreement must comply with mandatory standards and policies on energy efficiency contained in the State of California's energy conservation plan which is issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- l. The City must comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work performed under this Agreement.
- m. The City must comply with all relevant procurement procedures and Labor Code sections 1770, *et seq.*, applicable to either the WQA or DTSC in the award of contracts (i.e. subcontracts).

- n. The City must be licensed by all applicable governmental bodies to perform this Agreement and must remain so licensed throughout the lifetime of this Agreement.

C. At-Will Termination. Upon 90 days' written notice to WQA, the City may terminate this Agreement for any reason. Notwithstanding such termination, WQA will distribute to the City pursuant to the terms of this Agreement any Funds earmarked for City IROD Projects in its possession or control that have been received from DTSC pursuant to the DTSC Agreement. With the consent of the City, WQA may terminate this Agreement and the DTSC Agreement for any reason upon 90 days' written notice to the City. Without the consent of the City, WQA may terminate this Agreement and the DTSC Agreement for any reason upon 180 days' written notice to the City. Unless WQA is required to refund a portion of the Funds to DTSC, WQA will not have the right to disgorge from or require the City to refund any Funds paid to it by WQA under this Agreement.

D. Miscellaneous Provisions

1. PUC Approval/Watermaster. If PUC and/or Watermaster approval is needed to effectuate any portion of this Agreement, WQA agrees to provide reasonable assistance to such effort, including but not limited to supplying testimony, attending meetings and providing technical assistance.
2. Remedies. The Parties acknowledge that they do not have statutory, regulatory, or delegated power to enforce the IROD. The Parties have the right to enforce the terms of this Agreement.
3. Dispute Resolution. In the event any dispute arises under the DTSC Agreement, WQA will invoke the dispute resolution procedures set forth in the DTSC Agreement at the request of the City and will provide reasonable notice to the City to permit the City to prepare for and attend such dispute resolution procedures. In the event any dispute arises under the terms of this Agreement that does not constitute a dispute under the DTSC Agreement, WQA and the City, before pursuing any other remedy available to them under the law, will informally attempt to resolve such dispute.
4. Amendment. No amendment of this Agreement will be binding upon the Parties unless it is in writing and executed by all Parties.
5. Integration. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings with respect to the matters addressed in this Agreement and constitutes the final and complete agreement of the Parties with respect to such matters, and supersedes all previous negotiations between them and all drafts or other documents previously exchanged by them with respect to such matters. Each Party acknowledges that no other Party, or agent or attorney of any other Party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the matters addressed in this Agreement, to induce it to authorize the execution of this Agreement, and acknowledges that it has not authorized the execution

of this Agreement in reliance upon any such promise, representation, or warranty not contained herein. Except for the specific references to the DTSC Agreement contained in this Agreement, the DTSC Agreement is not part of this Agreement.

6. Further Action. The Parties agree to and will take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms hereof.

7. Notices.

- a. Any notices or other writings required to be given to a Party pursuant to this Agreement must be in writing addressed to the Party at the address of the Party set forth below or at such other address as subsequently may be specified by such Party in a written notice:

If to WQA:

Randy Schoellerman, Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave, Suite 100
West Covina, California 91790
Phone: (626) 338-5555
Email: randy@wqa.com

If to the City:

Shawn Igoe, City Manager
City of Monterey Park
320 N. Newmark Ave.
Monterey Park, California 91754
Phone: (626) 307-1458
Email: sigoe@MontereyPark.ca.gov

- b. Unless otherwise provided in this Agreement, notices must be given by personal delivery, by certified mail, return receipt requested, by United States mail, or by overnight courier that provides a written confirmation of delivery, by overnight courier that provides a written confirmation of delivery, by facsimile with printed notice of receipt, or by electronic mail. Notice given by personal delivery will be deemed given and effective upon delivery. Notice given by certified mail, return receipt requested, or by United States mail will be deemed given and effective two (2) business days following mailing. Notice given by overnight courier will be deemed given and effective one (1) business day following mailing. Notice by facsimile and notice by electronic mail will be deemed given upon transmission. It is each Party's obligation to notify the other Party of any change of address of those listed in this section of the Agreement.
8. No Assignment. No Party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Parties.

9. Joint Drafting and Negotiation. This Agreement has been jointly negotiated and drafted. The language of this Agreement must be construed as a whole according to its fair meaning and without regard to or aid of any statutory or similar judicial rule of construction. Each Party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement, and that it is fully aware of and understands all of its terms and the legal consequences thereof.
10. Headings. Headings used in this Agreement are for reference only and do not affect the construction of this Agreement.
11. Third Party Beneficiaries. No third party is entitled to claim or enforce any rights under this Agreement.
12. Severability. In the event that any provision of this Agreement is determined by a court to be invalid, the court must reform the provision in a manner that is both consistent with the terms of this Agreement taken as a whole and legally valid. The remainder of this Agreement will not be affected thereby.
13. Successors and Permitted Assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind and inure to the benefit of that Party's successors and permitted assigns, whether so expressed or not.

[INTENTIONALLY LEFT BLANK]

14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, taken together, will constitute one and the same instrument. Signatures sent by facsimile or electronic mail will be deemed originals and treated in all respects as originals.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below, said Agreement to be effective on the Effective Date.

Date: 9/30, 2025

SAN GABRIEL BASIN WATER QUALITY
AUTHORITY

By Randy Schoellerman
Name Randy Schoellerman
Its Executive Director

Date: _____, 2025

CITY OF MONTEREY PARK

By _____
Name _____
Its _____

EXHIBIT 1 – DTSC Agreement between WQA and DTSC executed June 23, 2025.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-T5231

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

San Gabriel Basin Water Quality Authority

2. The term of this Agreement is:

START DATE

September 1, 2024

THROUGH END DATE

August 31, 2029

3. The maximum amount of this Agreement is:

\$10,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
	Attachment 1: Interim Remedy Project Description	6
Exhibit B	Budget Detail and Payment Provisions	5
+	Attachment 1: Assumptions Summary Table	1
-		
+	Attachment 2: Budget Summary Tables	5
-		
+	Exhibit C *	5
-	General Terms and Conditions (GTC 02/2025)	
+	Exhibit D	14
-	Special Terms and Conditions	
+	Exhibit E	2
-	Work Orders and Field Orders	
+	Attachment 1: Work Order Form	1
-		
+	Attachment 2: Field Work Order Form	1
-		
+	Site: San Gabriel Valley Superfund Site - South El Monte OU (SEMOU)	
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Gabriel Basin Water Quality Authority

CONTRACTOR BUSINESS ADDRESS

1720 W. Cameron Ave., Suite 100

CITY

West Covina

STATE

CA

ZIP

91790

PRINTED NAME OF PERSON SIGNING

Randy Schoellerman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

06/18/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-T5231

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Craig Scholer

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Craig Scholer

DATE SIGNED

06/23/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt from the Department of General Services
Review per Health and Safety Code Sections 78870
and 78880

EXHIBIT A

SCOPE OF WORK

1. San Gabriel Basin Water Quality Authority (WQA, or the “Contractor”) agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to oversee the operation and maintenance (O&M) of the Interim Remedy selected by the United States Environmental Protection Agency (U.S. EPA) for the South El Monte Operable Unit (SEMOU), San Gabriel Valley Superfund Sites (Area 1), in accordance with the SEMOU Interim Record of Decision (IROD) dated September 2000 and the Explanation of Significant Differences (ESD) dated November 10, 2005, as required by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, also known as Superfund) and the National Contingency Plan (NCP). Since 2008, the SEMOU Interim Remedy has been operated and maintained by U.S. EPA under a Cooperative Agreement with WQA, which subcontracted with three permitted drinking water purveyors (San Gabriel Valley Water Company (SGVWC), City of Monterey Park (CMP), and Golden State Water Company (GSWC), hereinafter referred to as the “Purveyors”). Under the terms of this Contract, DTSC will provide funding for the Contractor to enter into reimbursable agreements with the Purveyors to operate and maintain the SEMOU Interim Remedy in accordance with the U.S. EPA Region 9 “Policy on Shared Financing for Remedial Projects Involving Public Water Supply Use of Treated Groundwater”.
2. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

DTSC Contract Manager

Brian Tripolone
Department of Toxic Substances Control
5796 Corporate Ave.
Cypress, California 90630
Phone: (657) 777-9828
Email: Brian.Tripolone@dtsc.ca.gov

Contractor Representative

Randy Schoellerman
Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave., Suite 100
West Covina, California 91790
Phone: (626) 338-5555
Email: Randy@WQA.com

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

Mei Yee Ho
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812
Phone: (916) 322-9326
Email: MeiYee.Ho@dtsc.ca.gov

3. The contacts listed in Exhibit A, Section 2 may be changed at any time upon written notification to the other party with a copy to DTSC’s Contracts Unit.

4. **Background**

U.S. EPA has identified portions of the San Gabriel Valley Groundwater Basin with contaminated drinking water and listed them on the National Priorities List (NPL) as the San Gabriel Valley Superfund Site Areas 1-4. The Areas are further subdivided into eight operable units. This contract pertains to the SEMOU Operable Unit within San Gabriel Valley Superfund Site, Area 1. A map showing the location of the SEMOU is provided in Exhibit A, Figure 1.

The San Gabriel Valley Groundwater Basin is an important source of drinking water which has been contaminated through historical industrial activities and past improper chemical handling and disposal practices. In 1979, environmental monitoring activities in the San Gabriel basin revealed volatile organic compounds (VOCs) in shallow groundwater. Subsequent data collection efforts by water purveyors determined that VOCs also impacted deeper production wells at multiple locations within the basin. This finding triggered additional investigations that revealed the presence of VOCs throughout large areas of the San Gabriel basin. Specifically, nine Chemicals of Concern (COCs) detected in groundwater within the SEMOU were identified during the original CERCLA investigation process based on their contribution to overall human health risk. These COCs are benzene, 1,2-dichloroethane (1,2-DCA), 1,2-dichloroethene (1,2-DCE), cis-1,2-dichloroethene (cis-1,2-DCE), 1,2-dichloropropane (1,2-DCP), trichloroethene (TCE), tetrachloroethene (PCE), vinyl chloride (VC) and perchlorate. The water quality criteria for these COCs are listed in Exhibit A, Table 1.

5. **Site Cleanup History**

In the SEMOU, several drinking water wells impacted with VOCs at concentrations above drinking water standards led to Purveyor actions that included shutting down affected wells, blending affected well water with water from unaffected wells, and installing wellhead treatment systems to meet drinking water standards.

Interim Record of Decision

On September 29, 2000, U.S. EPA issued an Interim Record of Decision (IROD) (U.S. EPA 2000) for the SEMOU and selected a preferred alternative consisting of groundwater containment through extraction, VOC treatment, and monitoring.

Explanation of Significant Differences

In 2005, U.S. EPA issued an Explanation of Significant Differences (ESD) to address the need to potentially treat perchlorate in the SEMOU groundwater. Perchlorate was added to the list of SEMOU COCs.

Interim Remedy

The Interim Remedy selected by U.S. EPA, as required in the IROD and subsequent ESD, consists of the containment and treatment of groundwater in the intermediate zone of the aquifer in the western and central portions of the SEMOU that had been contaminated by the SEMOU COCs.

In 2008, U.S. EPA entered into a Cooperative Agreement with the San Gabriel Basin Water Quality Authority (WQA) to oversee the implementation of the Interim Remedy. WQA was created under the San Gabriel Basin Water Quality Authority Act to protect public health and safety by planning and financing groundwater extraction and treatment projects to be carried out by the WQA in the Main San Gabriel Basin, to provide potable water for beneficial uses in the basin, and to contribute to the basin-wide remedial objectives established by state and federal agencies.

The IROD also expresses a preference for drinking water end-use to achieve the goal of hydraulic containment of the contaminated groundwater. To that end, U.S. EPA selected drinking water production wells and treatment plants owned by three local drinking water purveyors (Purveyors): City of Monterey Park (CMP); San Gabriel Valley Water Company (SGVWC); and Golden State Water Company (GSWC) and operated in accordance with their associated drinking water permits, to serve as the SEMOU Interim Remedy wells. These Purveyors were selected because they had existing drinking water treatment systems within the SEMOU groundwater plume, drinking water permits, and associated water rights, which are required to extract groundwater in the adjudicated San Gabriel Valley Groundwater Basin. As part of its Cooperative Agreement with U.S. EPA, WQA entered into sub-agreements with the Purveyors to implement the Interim Remedy. U.S. EPA identified eight drinking water extraction wells operated by the Purveyors that could be pumped at target extraction rates to achieve containment of the COC-contaminated groundwater in the western and central portions of the SEMOU, as specified in Exhibit A, Table 2.

U.S. EPA incorporated the following Purveyor treatment plants shown on Exhibit A, Figure 2, along with their associated extraction wells, into the Interim Remedy:

- A. CMP-Delta and Klingerman Plants (subsequently combined, reconfigured and renamed the Centralized Groundwater Treatment System, or CGTS) shown on Exhibit A, Figure 3;
- B. SGVWC-Plant Number 8 shown on Exhibit A, Figure 4; and
- C. GSWC-San Gabriel Plant shown on Exhibit A, Figure 5.

Project descriptions for the Interim Remedy SEMOU treatment plants, as well as the locations and target operating rates of the Interim Remedy wells, are provided in Exhibit A, Table 2.

On May 10, 2012, U.S. EPA conducted a Remedial Action inspection of the SEMOU Interim Remedy features at the three Purveyors' treatment plants, and U.S. EPA determined the Interim Remedy elements to be Operational and Functional one year later on May 10, 2013. So began the Long-Term Response Action (LTRA) period of the Interim Remedy.

On September 1, 2024, following the end of EPA's LTRA period, and pursuant to the DTSC's obligation under Superfund State Contract No. 09-T9114 and subsequent amendments, effective September 1, 2024, DTSC assumed responsibility for the continued

implementation and oversight of the operation, maintenance, and monitoring of the Interim Remedy from U.S. EPA, as required by CERCLA.

On January 16, 2025, U.S. EPA signed a letter with a Site Transfer Plan confirming the terms of EPA's transfer of Operation and Maintenance Responsibilities for the SEMOU Interim Remedy to DTSC, effective September 1, 2024.

6. Documents

- A. The work conducted through this Contract shall be in accordance with the Contract and the documents (Documents) identified below, which are incorporated by reference. The Contractor agrees to provide services in accordance with any future modifications, amendments, or addenda to these documents subsequently approved by DTSC. In the event of a conflict between the various requirements set forth in the following documents, the requirements most recently published by U.S. EPA or DTSC shall apply unless those requirements are amended or modified by Exhibit A of this Contract or by DTSC in subsequent documents.
- i. 1993. U.S. EPA. Region IX. Policy on shared financing for remedial projects involving public use of treated groundwater. Doc ID: 88162719. December 27.
 - ii. 2000. U.S. EPA. Interim Record of Decision, San Gabriel Valley Superfund Site, South El Monte Operable Unit. September 1. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=5008392
 - iii. 2005. U.S. EPA. Explanation of Significant Differences to the 2000 Interim Record of Decision, South El Monte Operable Unit, San Gabriel Valley Superfund Sites, Area 1. November 10. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=6008374
 - iv. 2013a. U.S. EPA. Operational and Functional Determination for the South El Monte Operable Unit of the San Gabriel Valley Area 1 Superfund Site. May 10. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60305040
 - v. 2013b. U.S. EPA. Remedial Action Report. San Gabriel Valley Area 1 Superfund Site – South El Monte Operable Unit (OU 5). August 16. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60329436
 - vi. 2015a. CH2M Hill for U.S. EPA. Performance Evaluation Plan South El Monte Operable Unit San Gabriel Valley Superfund Sites Area 1. April 17. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60314084
 - vii. 2015b. CH2M Hill for U.S. EPA. Technical Memorandum Modeling Evaluation of the SEMOU Interim Remedy Target Pumping Rates. July 28. Available at:

https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60396517

- viii. 2022. DTSC. Imminent And Substantial Endangerment Determination. March 30.
Available at:

https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&enforcement_id=60518247

- ix. 2025. WQA. Quarterly Report (Reporting Period of October 2024 – December 2024) Superfund Support Agency Cooperative Agreement (V-99T29201) South El Monte Operable Unit. February 24.
- x. 2025a. U.S. EPA. Transfer of Operation and Maintenance Responsibilities for the San Gabriel Valley Area 1 Superfund Site, South El Monte Operable Unit, to the California Department of Toxic Substances Control. Letter. January 16.
- xi. 2025b. U.S. EPA. Transfer Plan, South El Monte Operable Unit Interim Remedy, San Gabriel Valley Superfund Site Area 1, U.S. EPA ID. No. CAD980677355. January 16.
- B. Additionally, the treatment plants shall be operated consistent with the requirements provided in the following Operations, Maintenance and Monitoring Plans (OMMP) developed for each treatment plant and subsequent updates to those OMMPs, as well as the Operations and Maintenance Manuals (OMM) currently applicable to each plant:
- i. 2012. Golden State Water Company. OMMP for the San Gabriel Treatment Plant, South San Gabriel System No. 1910223. June.
- ii. 2023. Hazen and Sawyer. Operation, Maintenance, and Monitoring Plan, Wells 5, 9, 12 and 15, Centralized Groundwater Treatment System, 2657 Delta Avenue, Rosemead, California. January 18.
- iii. 2023. Stetson Engineers. Revised OMMP for SGVWC Plant No. 8 Water Treatment Facility.
- C. Additionally, the treatment plants shall be operated consistent with the requirements provided in the individual DDW permits and permit amendments issued or about to be issued to the individual treatment plants. In the event of any disagreement between the requirements of earlier and later permits issued to an individual treatment plant, the provisions of the later permit shall take precedence unless otherwise directed by DDW.

7. **Description of Services**

The Scope of Work shall include the following tasks, which are required to implement the Interim Remedy:

- Task 1: Operations
- Task 2: Maintenance

- Task 3: Administration
- Task 4: Reporting

The Contractor shall, including through the Contractor's Purveyor agreements, oversee the operation and maintenance of the Interim Remedy treatment systems as directed by DTSC and in accordance with the Documents listed in Exhibit A, Section 6, the Interim Remedy target pumping rates identified in Exhibit A, Attachment 1, and the cost assumptions for the following tasks as described in Exhibit B.

A. Task 1: Operations

The Contractor shall, including through the Contractor's Purveyor agreements, oversee the operations of the three Purveyors' groundwater treatment plants to ensure the target pumping rates in Table 2 are achieved for IROD compliance and ensure the IROD treatment systems are operated in accordance with their associated Drinking Water Permits to achieve drinking water standards. DTSC shall reimburse the Contractor and the Contractor shall reimburse the Purveyors for the following elements that are allowable per the Interim Remedy to the extent the costs are allocable to operation of the Interim Remedy on a reasonable, documented, actual cost or proportional basis:

- i. Power. Includes power needed to operate the treatment systems and other elements associated with the Interim Remedy treatment systems, as set forth in the OMMP.
- ii. Labor. Includes field employees necessary to operate the Interim Remedy treatment system (inspection, data/record collection, reporting, hydraulic monitoring throughout the treatment system, water quality sample collection, etc.). Management and administrative employees are not included here, but are included in Task 3: Administration.
- iii. Transportation. Includes vehicle maintenance, repairs, fuel, and insurance.
- iv. Water Quality Sampling. Includes monitoring as required by State of California Division of Drinking Water (DDW) or other regulatory authority for the Interim Remedy treatment systems. such as the associated Operations, Maintenance and Monitoring Plans (OMMP), and applicable permits for each Interim Remedy treatment system.
- v. Reports and Compliance. Includes administrative review, preparation, and submittal of DDW compliance, operation, and water quality reports, and invoicing reports, that are attributable to the Interim Remedy treatment systems, as required in the Documents listed in Exhibit A, Section 6 and as requested by DTSC.
- vi. Permits and Renewals. Includes various permits (DDW, Discharge, Certified Unified Program Agency) that are attributable to the Interim Remedy treatment systems.

- vii. Rental/Lease/Licenses/Internet. Includes rental or lease of tools and equipment dedicated specifically to Operations and Maintenance tasks performed on the Interim Remedy infrastructure, as well as software licenses and internet needed specifically for the Interim Remedy treatment systems.
- viii. Operations Monitoring/Central Control. Includes the monitoring and control of the treatment system contributed to the Interim Remedy as required in the Drinking Water Permit and associated OMMP to achieve the target pumping rates on Exhibit A, Table 2. If requested by the DTSC Contract Manager in writing, altered (increased or decreased) pumping rates for the purpose of optimizing Interim Remedy containment will be reimbursable. Total reimbursements shall not exceed the Contract Ceiling amount.
- ix. Materials and Supplies. Include materials and supplies directly associated with the operation of the Interim Remedy treatment systems.

B. Task 2: Maintenance

The Contractor will, including through the Contractor's Purveyor agreements, oversee the maintenance of the three groundwater treatment plants to ensure the treatment plants are maintained in accordance with their associated Drinking Water Permits including OMMP and Operation and Maintenance Manuals (OMM). The Contractor will ensure the Purveyors perform routine maintenance activities in accordance with the OMMP and the equipment manufacturers specifications in the OMM for the Interim Remedy wells and treatment systems. The Contractor shall require Purveyors to perform periodic maintenance of the Interim Remedy treatment system equipment with qualified contractors if necessary. All maintenance activities must be logged on a daily basis for each Interim Remedy well or treatment system and provided to DTSC within 10 calendar days following the end of each month with projections for periodic maintenance for the next months.

The Contractor shall, including through the Contractor's Purveyor agreements, ensure the treatment plants for the Interim Remedy are in working order by ensuring the Purveyors perform necessary repairs in a timely manner and report the repairs in the daily log. Any repairs required that are beyond the budgeted amount shall require preapproval by DTSC. The Contractor shall reimburse the Purveyors for the following elements that are allocable to the Interim Remedy on a reasonable, documented, proportional basis and included in the Budget in Section B:

- i. Extraction Wells including Pipelines, Reservoirs, Boosters, Program Logic Controller, computers, starters, meters, valves, sample taps, directly related with operation of the Interim Remedy treatment systems.
- ii. Treatment Facilities including Liquid Phase Granular Activated Carbon (LGAC) and Vapor Phase Granular Activated Carbon (VGAC) vessels, air strippers, booster pumps, and UV treatment systems including Peroxide. Variable Frequency Drives (VFDs), analyzers, flow meters, pressure gauges, directly associated with operation of the Interim Remedy treatment systems.

- iii. Facility Maintenance: including custodial services, landscaping, weed abatement, painting, associated with operation of the Interim Remedy treatment systems.
- iv. Carbon and UV Lamp Purchase, Replacement, and Disposal including media replacement for LGAC and VGAC or other comparable media.

C. Task 3: Administration

Contractor must provide all administrative services necessary or appropriate to carry out the requirements of this Contract that are allocable to the Interim Remedy on a reasonable, documented, proportional basis, including project coordination with DTSC and other regulatory authorities, budgeting, payments, invoicing, cost accounting, legal, records retention, meetings and conference calls, and administration of subcontracting related to the Interim Remedy. Without limitation, the Contractor must:

- i. Communicate with DTSC on operational status, including through telephone meetings, the quarterly summary reports and quarterly operations meetings. Contractor must identify and bring to DTSC's attention in a timely manner any problems or issues associated with the activities conducted under this Agreement.
- ii. Provide DTSC staff and representatives with access to the Interim Remedy treatment systems as needed.
- iii. Coordinate with DTSC's Contractors including DTSC's engineering consultant for sampling of monitoring wells. The Contractor will coordinate site access and support DTSC's engineering consultant with the transfer of purge water generated while implementing the overall groundwater monitoring program for the Interim Remedy.
- iv. Coordinate with Purveyors to ensure the Interim Remedy extraction wells are operated to achieve the target production rate as detailed in Exhibit A, Attachment 1. If requested by the DTSC Contract Manager in writing in a Work Order or Field Order, altered (increased or decreased) pumping rates for the purposes of optimizing Interim Remedy containment, will be reimbursable. Total reimbursements shall not exceed the Total Contract Amount identified in the budget breakdown table (Exhibit B, Attachment 1).

D. Task 4: Reporting

Contractor shall oversee the Purveyors to ensure all required reporting related to the Interim Remedy treatment systems as outlined in the Documents listed in Exhibit A, Section 6, and Exhibit A, Attachment 1, is provided to DTSC including the reporting required by DDW in the Drinking Water Permits and/or as otherwise directed by DTSC. The Contractor shall ensure the Purveyors provide monthly maintenance reports required by the Drinking Water Permit. The Monthly Drinking Water Permit Report submitted to DDW may fulfil this requirement. A monthly monitoring report of the treatment system must be submitted to the DTSC by the 10th day of the following month. Electronic copies of the daily Operations and Maintenance records required in the

OMMP must be included as attachments to the monthly report. At a minimum, the report shall include:

- i. A summary of analytical results received in the reporting calendar month.
- ii. A summary of all contaminants in the upgradient surveillance wells, Interim Remedy wells and the treatment plant effluent detected at or above MCLs or NLs.
- iii. A summary of the bacteriological quality of water leaving the LGAC.
- iv. A summary of the Maintenance Records including: daily logs and maintenance reports associated with the invoices.
- v. A summary of the Operational Records, including:
- vi. The daily operation, time of use and production of the Interim Remedy wells.
- vii. The daily operation, length of time in use, and production through each treatment unit.
- viii. When and in what vessel was LGAC carbon last changed out.
- ix. Summary of all process monitoring.
- x. Daily free chlorine residual readings leaving the Interim Remedy treatment system.
- xi. Operation schedule and problems; both scheduled interruptions and any unscheduled interruption.

The Contractor shall provide DTSC with Quarterly Reports and an Annual Summary Report for the Interim Remedy treatment systems in a format similar to the reports submitted to U.S. EPA and agreed to by DTSC. These reports are due 45 days after the completion of the month and shall summarize work progress to date, future work schedules, expenditures for the reporting period, data on water quality if not already available on the State drinking Water System (<https://sdwis.waterboards.ca.gov/PDWWW/>), flow rates, and other operational data, total expenditures to date, expected expenditures for the next reporting period. These reports shall include groundwater production (in gpm and acre-feet) from the prior quarter compared to minimum required pumping rates, the reasons for variances, the latest water quality data from the Interim Remedy extraction wells, and any significant operational issues (groundwater treatment issues, unusual maintenance activities, and new well construction).

EXHIBIT A, ATTACHMENT 1

Figure 1: San Gabriel Valley Superfund Site Location Map

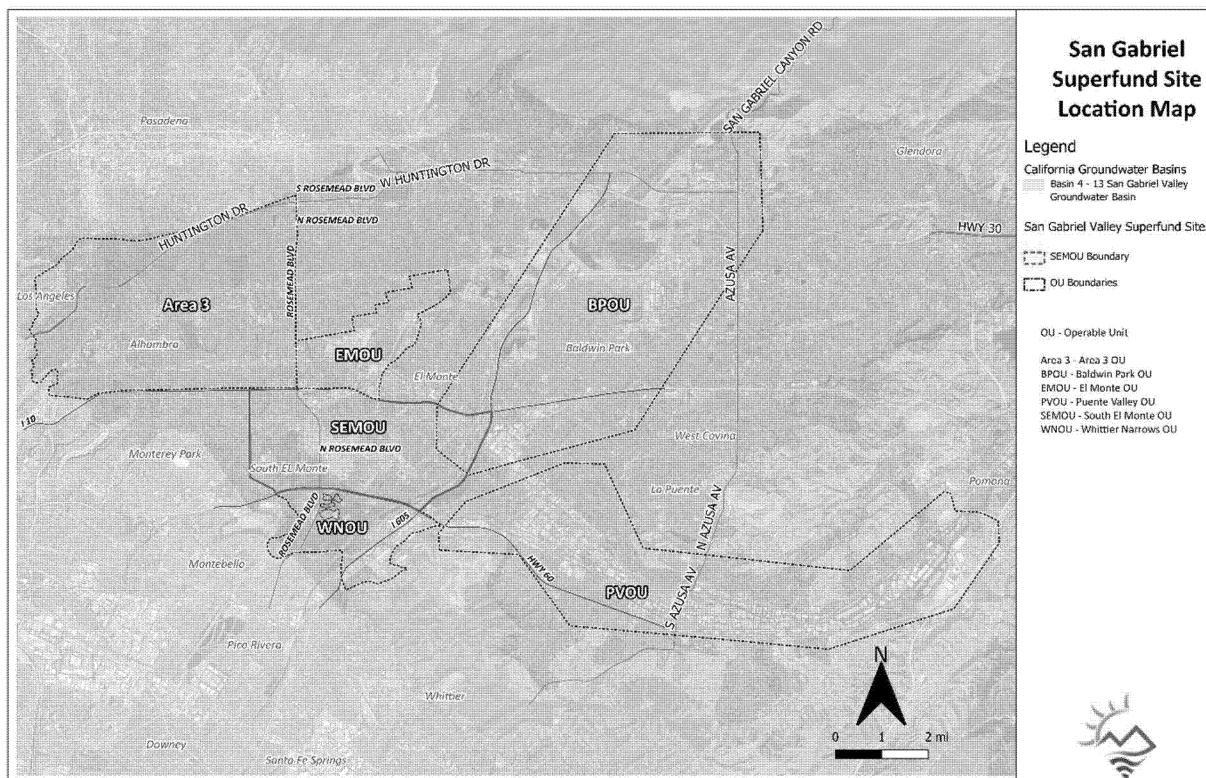


Table 1: Contaminants of Concern

Compound	CAS	Acronym	Criterion	Criterion Source
Benzene	71-43-2	B	1 µg/L	California MCL
1,2- dichloroethane	107-06-2	1,2-DCA	0.5 µg/L	California MCL
1,2- dichloroethene (mixed isomers)	540-59-0	1,2-DCE	-	-
cis-1,2- dichloroethene	156-59-2	cis-1,2-DCE	6 µg/L	California MCL
1,2-dichloropropane	78-87-5	1,2-DCP	5 µg/L	California MCL
Tetrachloroethene	127-18-4	PCE	5 µg/L	U.S. EPA MCL
Trichloroethene	79-01-6	TCE	5 µg/L	U.S. EPA MCL
Vinyl Chloride	75-01-4	VC	0.5 µg/L	California MCL
Perchlorate	14797-73-0	-	6 µg/L	California MCL

Figure 2: SEMOU Treatment Plant Locations

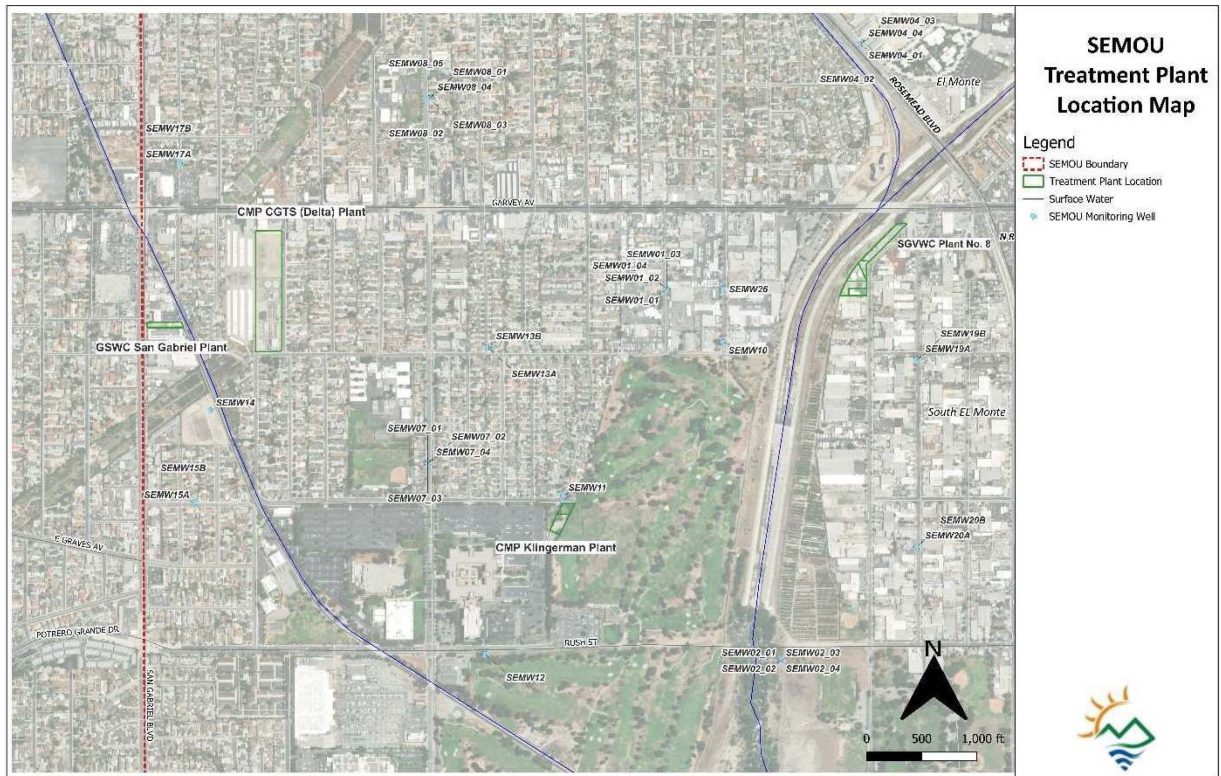


Table 2: Interim Remedy Production Rates

Treatment System Production Well	Target Production Rates ³			Maximum Production Rates
	GPM ¹	AFQ ²	AFY ³	GPM
City of Monterey Park – Centralized Groundwater Treatment System				
Well 5	130	52	210	-
Well 12	1,800	726	2,905	-
Well 15	1,750	706	2,825	-
Sub-total	3,680	1,484	5,936	7,000
Golden State Water – San Gabriel Plant				
Combined: Well SG1 + Well SG2				
Sub-total	870	351	1,403	1,650
San Gabriel Valley Water Company - Plant No. 8				
Well 8B	0	0	0	
Well 8C	650	262	1,048	
Well 8D	650	262	1,048	
Sub-total	1,300	524	2,096	5,000
Total	5,850	2,359		

Notes:

- 1- Rates converted from minimum annual average pumping rates provided in the 2015 WQA-U.S. EPA 2015 Cooperative Agreement in units of GPM to AFY (conversion factor 0.61299)
- 2- GPM = gallons per minute
- 3- AFQ = acre feet per quarter
- 4- AFY = acre feet per year

Figure 3: CMP Centralized Groundwater Treatment System



Figure 4: SGWC Plant No. 8



Figure 5: GSWC San Gabriel Plant



EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The Contractor will be paid in the manner described below.
- B. The budget is based on the Interim Remedy target pumping rates in Table 2. Costs associated with pumping at rates greater than the maximum pumping rates in Table 2 are excluded from the Interim Remedy and are not reimbursable unless approved in writing by DTSC in a Work Order.
- C. The Budget is based on costs for Operations, Maintenance, Administration and Reporting task elements that are allocable to the Interim Remedy. Where an overlap exists between Interim Remedy and non-Interim Remedy costs, then costs shall be apportioned to the Interim Remedy on a reasonable, documented, proportional basis. Reimbursement for Non-Interim Remedy costs would be at the discretion of the Contract Manager, and would require approval in writing by DTSC in a Work Order with supporting documentation and rationale.
- D. Quarterly invoicing for labor will be fixed at an amount equal to one quarter (1/4) of the annual labor amounts in the detailed budget tables (fixed annual labor unit rate, or "Unit Rate") plus any specified administrative and general overhead percentage. Invoicing for other direct costs will reflect actual costs for Interim Remedy costs only and shall not include a markup. Invoices for actual costs will be provided as supporting material along with the quarterly Contractor invoice. The parties acknowledge that actual costs for power and laboratory fees may differ from the budgeted amount based on any differential between such budgeted power costs and laboratory fees and the actual power costs and laboratory fees. To the extent that such a difference in power and laboratory costs is incurred, the amount of the Contractor invoice will be increased or decreased in order to account for such a difference in costs, together with an explanation for each increase or decrease from budget shown along with all reasonably necessary backup to support such increase or decrease.
- E. The agreed amounts will be subject to escalation at the Consumer Price Index (CPI) for Los Angeles, or up to a maximum of 3% annual escalation, whichever is the lesser, beginning in Fiscal Year 2025/2026.
- F. Annually, estimated sampling, labor, power and other costs may be adjusted based on actual costs from the prior year and used, along with reasonably anticipated non-recurring costs, to estimate annual costs for the forthcoming contract year. Any such adjustment will be made in writing in a Work Order, which would have the effect of amending the contract budget. If total costs are projected to exceed the total contract amount in the forthcoming contract year, a contract amendment shall be negotiated. Additionally, either DTSC or the Contractor may identify a potential future need for a contract amendment sooner than annually based on quarterly or more frequent cost tracking indicating a potential exceedance of the total contract amount and shall request negotiation of a contract amendment with the other party to this Contract.

- G. On an annual basis, the Contractor and DTSC shall meet four (4) months before the start of the budget year to discuss and revise the following year's budget, if necessary. Adjustments to the following contract year's budget shall reflect updates to expected costs for operations and maintenance, and the escalation factor set forth in Ex. B, Paragraph D, above. The annual Labor Unit Rates shall be reviewed and revised, if necessary, based on actual labor costs from the prior year. Pumping rates for the ensuing year shall be revised by DTSC if necessary and estimated associated costs (including power costs) shall be revised accordingly. Any changes that increase the cost to the State beyond the total contract amount set forth in the existing budget will require an amendment to this Agreement. Updated budgets from these annual reviews will become the basis for superseding outdated estimates in the budget tables (Exhibit B, Attachment 2) and must be documented in writing in a Work Order.
- H. In the event an annual budget cannot be agreed to between the Contractor and DTSC prior to the beginning of a new contract year, (i.e. September 1 through August 31 the following year) the estimate from the corresponding year in the five (5) year budget (see Exhibit B, Attachment 2) will be used for payment until such an agreement between the parties is reached.
- I. The Contractor will prepare and provide DTSC a budget for the subsequent five-year period prior to March 15, 2029. The five-year budget will include the estimated cost of operations, maintenance, repair, and identify the anticipated change out schedule for larger cost consumables that are not replaced routinely (such as carbon). The Contractor agrees to negotiate subsequent five-year budgets and reach an agreement under which the Contractor will continue to perform such work required to operate and maintain the Interim Remedy treatment systems.
- J. The Contractor, including through the Contractor's Purveyor agreements, must obtain prior DTSC approval for any additional work on the Interim Remedy plant components for which DTSC reimbursement will be sought, except for an emergency repair event as detailed below. Such additional work is subject to the 'Unanticipated Tasks' provision detailed below and requires a Work Order. For non-emergency additional work for which DTSC reimbursement will be sought, the Contractor will provide to DTSC, and confirm DTSC is in receipt of, sufficient complying and supporting information to enable the additional work request to be reviewed by DTSC including justification for the requested work, along with a minimum of two (2) detailed bids for subcontractor work, and a detailed estimate for costs for Purveyor work. Within 30 days of confirming receipt of the additional work request, DTSC will review the additional work request and request additional information, reject the request with rationale or approve the request. Notwithstanding the above, work for which DTSC reimbursement will not be sought may be performed without DTSC approval; however, a subsequent reimbursement request for additional work on Interim Remedy plant components received after the fact may be rejected by DTSC.
- K. While the Contractor is waiting for approval by the DTSC contract manager for any aspect of the additional work, the Contractor may suspend performance of the additional work until the parties reach agreement on the necessity and cost of such work, but the Contractor must otherwise continue to perform all other work and

services provided herein to the extent such work and services are not affected by the need for additional work.

- L. Emergency repairs are defined as repair work that is immediately necessary to prevent imminent and substantial damage to property or harm to individuals or the environment. The Contractor may perform, or may permit the Purveyors to perform, the minimum emergency repair work necessary to prevent substantial damage to property or harm to individuals or the environment without prior DTSC approval; however, DTSC should be notified within 24 hours of the emergency repair work. All emergency repair work, emergency repair costs and agreed upon rates shall be documented in a Work Order. The Work Order, which may out of necessity be prepared during or after completion of emergency repairs, shall be signed by the Contractor and DTSC, to document this modification to the Contract. Repair work above and beyond the minimum necessary emergency repairs shall be considered additional work and shall be subject to the pre-approval requirements for additional work as well as the Work Order process, which shall be completed before additional work commences.
- M. The Contractor shall submit each quarterly invoice to DTSC 60 days after the quarter to which the invoice applies. Without prejudice against its right to dispute any costs in each invoice, DTSC shall pay such invoice in accordance with the paragraphs below. DTSC may dispute an invoice for reasonable cause if DTSC notifies the Contractor within 15 working days from receipt of the invoice, or delivery of property or services, whichever is later. If DTSC and the Contractor are unable to resolve any dispute regarding the amount of any costs in such invoice, either party may invoke the dispute resolution procedures of this Agreement.
- N. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. The Contractor shall bill the DTSC in arrears quarterly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- O. Invoices shall be submitted in duplicate: one (1) original hard copy on the Contractor's letterhead and one (1) copy in PDF format by email to the DTSC Contract Manager. The invoice shall include the Contract number and dates of service covered. Submit all invoices to:

Department of Toxic Substances Control
Attn: Accounts Payable, Contract No. 24-T5231
P. O. Box 806, Floor 21-B
Sacramento, California 95812-0806
- P. Unanticipated Tasks:
 - i. If any goods or services are required that are not already covered by the Contract, or reasonably necessary for the performance of the services in the Contract, and for which no rate exists in the Cost Sheet, the DTSC Contract Manager and the Contractor will negotiate the costs. Other direct cost items which may be used during the performance of unanticipated tasks under this Contract which are not included in fully loaded rates shall be billed to DTSC at their actual cost without a

markup fee. These direct cost items include, but are not limited to, the actual cost of subcontractors, permits, freight and delivery, materials, and equipment rentals. The DTSC Contract Manager may require the Contractor to obtain multiple quotes for any goods or services or other direct cost items which cannot be provided directly by the Contractor.

- ii. The contingency funds are available for unanticipated tasks and require written approval through a Work Order.

Q. All rates for the term of this Contract will be "Fully Loaded Rates." The annual labor unit rates for this Contract include all services required to perform the tasks as described in this Contract, including labor, administration, and overhead. Estimated costs for non-labor costs include all cost components for all goods, subcontractors, supplies, vehicles, equipment, or other direct costs required to perform all of the tasks described in Exhibit A, Scope of Work. Repairs and Betterments to the Interim Remedy treatment systems are excluded from this Contract. In addition, and without limitation, the rates are fully loaded to include the items described in the Scope of Work.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DTSC shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, State shall have the option to either cancel this Contract with no liability occurring to State, or offer a Contract amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. Budget

The Budget items are separated into four categories: (1) Operations; (2) Maintenance; and (3) Administration and (4) Reporting. The budget items within these categories are described in the Scope of Work in Exhibit A.

Assumptions used to develop the Budget Estimates are provided in the following summary table.

Detailed cost estimate Budgets are provided after the Assumptions Summary Table.

ATTACHMENT 1

Assumptions Summary Table:

Assumption	CMP CGTS Plant	SGVWC Plant 8	GSW– San Gabriel Plant
Total Contract Amount (Not to Exceed)	Total not-to-exceed contract amount is \$10,000,000 including contingency. Amount is consistent with WQA cost projections (WQA, 2025).		
Interim Remedy Target Pumping Rate (GPM)	3,680	1,300	870
Carbon			
- No. of Changeout Events (Total in 5 yrs)	1	1	5
- No. of Vessels Changed (Total for all events in 5 yrs.)	11	6	3
	Notes Lead vessel changeout only. F400 media type. 22 vessels total in Interim Remedy.	Lead vessel changeout only. F400 media type. 12 vessels total in Interim Remedy.	2 vessels changed each event. Coconut media type. 6 vessels total in Interim Remedy
UV			
- No. Trains at Target flow rate	2	[NA]	[NA]
- No. Chambers (Total)	6		
- No. Replacement Events (5 years)	1		
- Max (up to) No. UV Lamp Replacements (Total Lamps replaced in 5 years).	864		
	Notes (144 lamps per chamber, 3 chambers per train, 2 trains). Est 12,000 hr lamp life.		
Labor	Labor effort to be invoiced quarterly on a Unit Rate basis , at an amount equal to one quarter of the annual total in the Detailed Estimate Tables below. Detailed estimate include time pro-rata only for those hours dedicated to the Interim Remedy. This effort may include Interim Remedy operator field hours and report preparation as described in Exhibit A ("Scope of Work"). Annually, actual labor costs will be evaluated to adjust labor rates for future years. Labor effort for items that are allocable to general water production roles (e.g., lift, transfer, distribution) that would be required even in the absence of the Interim Remedy may be excluded by DTSC (U.S. EPA 1993).		
Water Quality Compliance Testing	Sampling costs are to reflect only dedicated Interim Remedy costs and associated COCs. Other costs for analyses that are not COCs, or rush charges not associated with a direct requirement from DDW may be excluded by DTSC.		
Power	Power costs are to reflect only those costs dedicated to the Interim Remedy and its associated treatment processes. Other power costs for plant and equipment that are not in the Interim Remedy, or that would be incurred even in the absence of the Interim Remedy as routine Water Production costs may be excluded by DTSC (U.S. EPA 1993).		
Other purchases	Other recurring or non-routine costs (e.g. hydrogen peroxide, filters, parts) shall reflect only dedicated Interim Remedy costs. Operational efficiencies shall be identified and implemented. Charges for items not in the Interim Remedy or that would be incurred even in the absence of the Interim Remedy may be excluded by DTSC (U.S. EPA 1993).		

ATTACHMENT 2

1. ESTIMATED TOTAL BUDGET SUMMARY TABLE – TOTAL

CONTRACTOR T&M COST ESTIMATE (Page 1 of 5)					
SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE					
CONSOLIDATED ANNUAL BUDGET SUMMARY					
SEMOU INTERIM REMEDY					
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029					
Budget Items	2024-25	2025-26	2026-27	2027-28	2028-29
San Gabriel Valley Water Company Plant 8	\$347,899	\$422,539	\$435,215	\$448,271	\$461,719
City of Monterey Park CGTS	\$1,043,467	\$970,538	\$1,193,370	\$1,220,321	\$1,051,414
Golden State Water Company SG1/2	\$34,517	\$45,852	\$47,228	\$48,645	\$50,104
Water Quality Authority (WQA)	\$46,546	\$47,942	\$49,381	\$50,862	\$52,388
Estimated Annual Costs	\$1,472,428	\$1,486,871	\$1,725,193	\$1,768,099	\$1,615,626
Total					\$8,068,217
Contingency (Carbon, Non-Recurring Costs etc)	\$302,795	\$204,346	\$957,039	\$319,035	\$148,567
Total					\$1,931,783
Total Annual Budget Estimate ^{1,2}	\$1,775,224	\$1,691,217	\$2,682,232	\$2,087,134	\$1,764,193
Total Budget	\$10,000,000				
Note 1: Sum of Budgets for: (1) SGVWC Plant 8; (2) CMP Central Groundwater Treatment System; (3) GSW San Gabriel Plant; and (4) WQA Administrative Costs.					
Note 2: Individual treatment system budgets are detailed on subsequent pages.					

2. BUDGET SUMMARY TABLE – SGVWC

5/15/2025		CONTRACTOR T&M COST ESTIMATE (Page 2 of 5)				
		SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE				
		GROUNDWATER EXTRACTION AND TREATMENT SYSTEM				
		OPERATION, MAINTENANCE, AND REPAIR BUDGET - SEMOU INTERIM REMEDY				
		SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029				
		San Gabriel Valley Water Company Plant 8				
Budget Items		2024-25	2025-26	2026-27	2027-28	2028-29
Escalation			1.03	1.03	1.03	1.03
Production Target - AF (Target 2,100 AF/Yr = 525 AF/Q)		1,000	2,100	2,100	2,100	2,100
1. Operations						
	a. Power	\$30,000	\$63,000	\$64,890	\$66,837	\$68,842
	- Lift	\$0	\$0	\$0	\$0	\$0
	- Transport	\$0	\$0	\$0	\$0	\$0
	- Treatment	\$0	\$0	\$0	\$0	\$0
	Administrative Overhead 5%	\$1,500	\$3,150	\$3,245	\$3,342	\$3,442
	Subtotal	\$31,500	\$66,150	\$68,135	\$70,179	\$72,284
	U b. Labor - UNIT RATE					
	i. Baseline Operation	\$0	\$0	\$0	\$0	\$0
	ii. Active Operation based on estimated Production (AF/Y)	\$22,431	\$48,519	\$49,974	\$51,474	\$53,018
	c. Transportation	\$11,700	\$12,051	\$12,412	\$12,784	\$13,168
	d. Water Quality Compliance Testing	\$116,335	\$119,825	\$123,420	\$127,122	\$130,936
	e. Reports and Compliance	\$88,952	\$91,621	\$94,370	\$97,201	\$100,117
	f. Permits and Renewals	\$0	\$0	\$0	\$0	\$0
	g. Rental/Tax/Licenses/Internet	\$9,921	\$10,218	\$10,525	\$10,841	\$11,166
	h. Operations Monitoring/Central Control	\$12,804	\$13,188	\$13,584	\$13,991	\$14,411
	i. Insurance	\$9,210	\$9,486	\$9,771	\$10,064	\$10,366
	j. Materials and Supplies	\$0	\$0	\$0	\$0	\$0
	Administrative and General Overhead/Margin on b. (20%) ¹	\$4,486	\$9,704	\$9,995	\$10,295	\$10,604
	Subtotal	\$275,839	\$314,612	\$324,050	\$333,772	\$343,785
2. Maintenance ²						
	b. Extraction Wells/Conveyance Pipelines	\$0	\$0	\$0	\$0	\$0
	c. Treatment Facilities	\$0	\$0	\$0	\$0	\$0
	1. Air Stripper Packing Change Out	\$0	\$0	\$0	\$0	\$0
	2. Air Stripper Hydrochloric Acid	\$40,560	\$41,777	\$43,030	\$44,321	\$45,651
	3. UV Maintenance Services	\$0	\$0	\$0	\$0	\$0
	4. UV Lamp Replacement Services	\$0	\$0	\$0	\$0	\$0
	5. UV System Crain Inspection	\$0	\$0	\$0	\$0	\$0
	6. AOC Hydrogen Peroxide	\$0	\$0	\$0	\$0	\$0
	7. Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0
	8. Blending Line	\$0	\$0	\$0	\$0	\$0
	d. Facility Maintenance	\$0	\$0	\$0	\$0	\$0
	e. Carbon Purchase and Disposal³					
	1. Carbon VGAC Change Out	\$39,000	\$0	\$0	\$43,000	\$0
	2. Carbon LGAC Change Out	\$0	\$0	\$327,000	\$0	\$0
	Subtotal	\$79,560	\$41,777	\$370,030	\$87,321	\$45,651
Total Annual Cost		\$386,899	\$422,539	\$762,215	\$491,271	\$461,719
Total Budget⁴						\$2,524,644
Notes						
1 Labor only						
2 These costs require prior approval						
3 Carbon change out based on reasonable frequency estimate in working assumptions.						
Reasonable cost estimate reflecting partial (lead or lag vessel pair) changeout. May include ion exchange on DTSC approval.						
4 Total over 5-year contract period						
Working Assumptions						
A Annual Treatment System Pumping Rate		AF/Yr	2097	GPM	1300	
(target pumping rates are 1,300 GPM / 2,097 AFY)		No. events	1	over	5	years.
B No. of carbon change out events over no. of years		No. Vessels	6	(6 vessels total, 3 pairs)		
C No. of vessels (lead or lag) to be changed out per event						

3. BUDGET SUMMARY TABLE – CMP

5/15/2025		CONTRACTOR T&M COST ESTIMATE (Page 3 of 5)					
SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE							
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM							
OPERATION, MAINTENANCE, AND REPAIR BUDGET - SEMOU INTERIM REMEDY							
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029							
City of Monterey Park Centralized Groundwater Treatment System							
Budget Items		2025	2026	2027	2028	2029	
Escalation			1.03	1.03	1.03	1.03	
Production Target - AF (Target 5,940 AF/Yr, =1,485 AF/Q)		5,940	5,940	5,940	5,940	5,940	
1. Operations	a. Power	\$150,000	\$154,500	\$159,135	\$163,909	\$168,826	
	- Lift	\$0	\$0	\$0	\$0	\$0	
	- Transport	\$0	\$0	\$0	\$0	\$0	
	- Treatment	\$0	\$0	\$0	\$0	\$0	
	Administrative Overhead 5%	\$7,500	\$7,725	\$7,957	\$8,195	\$8,441	
	Subtotal	\$157,500	\$162,225	\$167,092	\$172,105	\$177,268	
	U						
	b. Labor - UNIT RATE						
	i. Baseline Operation	\$0	\$0	\$0	\$0	\$0	
	ii. Active Operation based on estimated Production (AF/Y)	\$175,000	\$180,250	\$185,658	\$191,227	\$196,964	
c. Transportation	\$0	\$0	\$0	\$0	\$0		
d. Water Quality Compliance Testing	\$144,000	\$148,320	\$152,770	\$157,353	\$162,073		
e. Reports and Compliance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628		
f. Permits and Renewals	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506		
g. Rental/Tax/Licenses/Internet	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026		
h. Operations Monitoring/Central Control	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020		
i. Insurance	\$0	\$0	\$0	\$0	\$0		
j. Materials and Supplies	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275		
Administrative and General Overhead/Margin on b. (20%) ¹		\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	
Subtotal		\$462,800	\$476,684	\$490,985	\$505,714	\$520,885	
2. Maintenance ²	b. Extraction Wells/Conveyance Pipelines	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648	
	c. Treatment Facilities	\$0	\$0	\$0	\$0	\$0	
	1. Air Stripper Packing Change Out	\$0	\$0	\$0	\$0	\$0	
	2. Air Stripper Hydrochloric Acid	\$0	\$0	\$0	\$0	\$0	
	3. UV Maintenance Services	\$31,000	\$31,930	\$32,888	\$33,875	\$34,891	
	4. UV Lamp Replacement Services ⁴	\$196,667	\$98,334	\$295,000	\$295,000	\$98,334	
	5. UV System Crane Inspection	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688	
	6. AOC Hydrogen Peroxide	\$144,000	\$148,320	\$152,770	\$157,353	\$162,073	
	7. Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0	
	8. Blending Line	\$0	\$0	\$0	\$0	\$0	
	d. Facility Maintenance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	
	e. Carbon Purchase and Disposal ³	\$0	\$0	\$490,000	\$0	\$0	
	1. Carbon VGAC Change Out	\$0	\$0	\$0	\$0	\$0	
	2. Carbon LGAC Change Out	\$0	\$0	\$0	\$0	\$0	
	Subtotal		\$423,167	\$331,629	\$1,025,294	\$542,503	\$353,261
	Total Annual Budget		\$1,043,467	\$970,538	\$1,683,370	\$1,220,321	\$1,051,414
	Total Budget ⁵						\$5,969,110
Notes							
1 Labor only							
2 Assumes one (1) UV lamp changeout across 5 year period based on UV train capacity and target flow rate. Costs require prior approval							
3 Assumes one (1) carbon change out of lead vessels only based on reasonable frequency estimate and UV pre-treatment. Reasonable cost estimate reflecting partial (lead or lag vessel pair) changeout.							
4 Lamp Life is 12,000 hrs, 1.5 years. Two treatment trains only (of three) required to meet target extraction rate.							
5 Total over 5-year contract period							
Working Assumptions							
A Annual Treatment System Pumping Rate (target pumping rates are 3,680 GPM / 5,936 AFY)		AF/Yr	5940	GPM	3680		
B No. of carbon change out events over no. of years		No. events	1	over	5	years.	
C No. of vessels (lead or lag) to be changed out per event		No. Vessels	11	(22 vessels total, 11 pairs)			

4. BUDGET SUMMARY TABLE – GSWC

5/15/2025		CONTRACTOR T&M COST ESTIMATE (Page 4 of 5)				
		SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE				
		GROUNDWATER EXTRACTION AND TREATMENT SYSTEM				
		OPERATION, MAINTENANCE, AND REPAIR BUDGET - SEMOU INTERIM REMEDY				
		SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029				
		Golden State Water Company SG1/2				
Budget Items		2024-25	2025-26	2026-27	2027-28	2028-29
1. Operations	Escalation		1.03	1.03	1.03	1.03
	Production Target - AF (Target 1,400 AF/Yr = 351 AF/Q)	1,400	1,400	1,400	1,400	1,400
1. Operations	a. Power	\$10,660	\$10,980	\$11,309	\$11,648	\$11,998
	- Lift	\$0	\$0	\$0	\$0	\$0
	- Transport	\$0	\$0	\$0	\$0	\$0
	- Treatment	\$0	\$0	\$0	\$0	\$0
	Administrative Overhead 5%	\$533	\$549	\$565	\$582	\$600
	Subtotal	\$11,193	\$11,529	\$11,875	\$12,231	\$12,598
	U b. Labor - UNIT RATE					
	i. Baseline Operation	\$9,394	\$9,676	\$9,966	\$10,265	\$10,573
	ii. Active Operation based on estimated Production (AF/Y)	\$0	\$0	\$0	\$0	\$0
	c. Transportation	\$2,551	\$2,628	\$2,707	\$2,788	\$2,871
	d. Water Quality Compliance Testing	\$9,500	\$20,085	\$20,688	\$21,308	\$21,947
	e. Reports and Compliance	\$0	\$0	\$0	\$0	\$0
	f. Permits and Renewals	\$0	\$0	\$0	\$0	\$0
	g. Rental/Tax/Licenses/Internet	\$0	\$0	\$0	\$0	\$0
	h. Operations Monitoring/Central Control	\$0	\$0	\$0	\$0	\$0
	i. Insurance	\$0	\$0	\$0	\$0	\$0
	j. Materials and Supplies	\$0	\$0	\$0	\$0	\$0
	Administrative and General Overhead/Margin on b. (20%) ¹	\$1,879	\$1,935	\$1,993	\$2,053	\$2,115
	Subtotal	\$23,324	\$34,323	\$35,353	\$36,414	\$37,506
2. Maintenance ²						
2. Maintenance ²	b. Extraction Wells/Conveyance Pipelines	\$0	\$0	\$0	\$0	\$0
	c. Treatment Facilities	\$0	\$0	\$0	\$0	\$0
	1. Air Stripper Packing Change Out	\$0	\$0	\$0	\$0	\$0
	2. Air Stripper Hydrochloric Acid	\$0	\$0	\$0	\$0	\$0
	3. UV Maintenance Services	\$0	\$0	\$0	\$0	\$0
	4. UV Lamp Replacement Services	\$0	\$0	\$0	\$0	\$0
	5. UV System Crain Inspection	\$0	\$0	\$0	\$0	\$0
	6. AOC Hydrogen Peroxide	\$0	\$0	\$0	\$0	\$0
	7. Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0
	8. Blending Line	\$0	\$0	\$0	\$0	\$0
	d. Facility Maintenance	\$0	\$0	\$0	\$0	\$0
	e. Carbon Purchase and Disposal ³	\$0	\$0	\$0	\$0	\$0
	1. Carbon VGAC Change Out	\$0	\$0	\$0	\$0	\$0
	2. Carbon LGAC Change Out	\$132,000	\$135,960	\$140,039	\$144,240	\$148,567
	Subtotal	\$132,000	\$135,960	\$140,039	\$144,240	\$148,567
	Total Annual Budget	\$166,517	\$181,812	\$187,266	\$192,884	\$198,671
	Total Budget⁴					\$927,151
Notes		1 Labor only 2 These costs require prior approval 3 Carbon change out based on reasonable frequency estimate in working assumptions. Reasonable cost estimate reflecting partial (lead or lag vessel pair) changeout. 4 Total over 5-year contract period				
Working Assumptions		A Annual Treatment System Pumping Rate (target pumping rates are 870 GPM / 1,403 AFY) B No. of carbon change out events over no. of years C No. of vessels (lead or lag) to be changed out per event				
		AF/Yr	1403	GPM	870	
		No. events	5	over	5 years.	
		No. Vessels	3		(6 vessels total, 3 pairs)	

5. BUDGET SUMMARY TABLE – WQA

5/15/2025		CONTRACTOR COST ESTIMATE (Page 5 of 5)				
		SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE				
		FUND ADMINISTRATION				
		BUDGET - SEMOU INTERIM REMEDY				
		SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029				
		San Gabriel Basin Water Quality Authority (WQA)				
Budget Items		2024-25	2025-26	2026-27	2027-28	2028-29
	Escalation		1.03	1.03	1.03	1.03
LS	Labor Cost	\$34,997	\$36,047	\$37,128	\$38,242	\$39,389
LS	Benefit Cost	\$11,549	\$11,895	\$12,252	\$12,620	\$12,999
Total Annual Estimate		\$46,546	\$47,942	\$49,381	\$50,862	\$52,388
Total Budget		\$247,119				

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also subcontracts, if any.

2. **Contract Limits**

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

3. **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon the Contractor's conformance to the requirements of the Scope of Work, Exhibit A. The Department of Toxic Substances Control's (DTSC) acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

4. **Assignment of Rights, Delegation of Duties**

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. The Contractor may not, without prior written consent of DTSC, assign any other right.

5. **Audit**

Notwithstanding the Audit Clause in Exhibit C, GTC, DTSC adds the following:

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

6. **Brokerage or Contingent Fees**

Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon understanding or Contract for a commission, percentage, brokerage or contingent fee, except bona fide employees or established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure.

At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. **Conflict of Interest**

The Contractor shall disclose any financial, business, or other interest or relationship that may have an impact upon the outcome of this Contract and/or any ensuing project to follow. The Contractor shall also list current clients who may have a financial interest in the outcome of this project. The Contractor also complies with PCC, 10410 and 10411.

9. **Political Reform Act Requirements/Form 700 Disclosure**

The Political Reform Act of 1974 (Government Code §§ 81000-91014) (the Act) prohibits any public official, including consultants, from participating in making, or in any way attempting to use their official position to influence, a governmental decision in which they know or have reason to know they have a financial interest and requires public officials to disclose any economic interests that could foreseeably be affected by the exercise of their duties. The Act also requires consultants that make or participate in making governmental decisions to publicly disclose their personal financial holdings and income by filing a Statement of Economic Interests (Form 700). The Contractor shall comply with the Political Reform Act and Form 700 filing requirements, if applicable. Annually, and upon DTSC's request, the Contractor shall review any Form 700s filed by its personnel performing work on the Contract to verify that no such individual has a prohibited conflict of interest. Any questions regarding completion of the Form 700 or questions about compliance with the Act should be addressed to the DTSC Contract Manager. The Contractor can also contact the Fair Political Practices Commission (FPPC) at advice@fppc.ca.gov or at (866) 275-3772 (866/ASK-FPPC) to seek compliance advice.

10. **Contract Rates**

Contract rates will be paid to the Contractor pursuant to Exhibit B of this Contract. These rates shall be in effect for the Contract term. DTSC and Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

11. **Contractor Resource Levels, Standards**

Contractor shall meet all the contractual requirements and responsibilities listed herein. The Contractor shall provide sufficient resources, including staff support, to fully execute all responsibilities required by this Contract. The Contractor further agrees that its performance of work and services under this Contract shall conform to professional standards.

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted.

DTSC's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

12. **Copyrights and Ownership of Data**

The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to the State from the moment of creation.

The State retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into a contract with another party in order to perform the work required under this Contract, the Contractor shall require the contract to include language granting the State the copyright for any data created, provided, developed, or produced under the contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any data where the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC's Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

13. **Dispute**

In addition to Exhibit C, Section 6:

Except as otherwise provided, if the Contractor disputes a decision of the DTSC Contract Manager regarding the performance under the Contract or other issue for which the DTSC Contract Manager is authorized by the Contract to make a binding decision, the Contractor shall provide written dispute notice to the DTSC Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of the DTSC Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason the Contractor believes the decision of the DTSC Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support the Contractor's position; and 4) the dollar amount in dispute (if known).

The DTSC Contract Manager shall issue a dispute decision, in writing, within sixty (60) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to the Contractor by email and by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of the DTSC Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and 4) a statement of the DTSC Contract Manager's decision with supporting rationale.

The decision of the DTSC Contract Manager shall be final unless within fifteen (15) calendar days from the date of receipt of the DTSC Contract Manager's decision, the Contractor files a notice of appeal addressed to the Deputy Director, Site Mitigation and Restoration Program, Department of Toxic Substances Control, 1001 I Street, PO Box 806, Sacramento, California 95812-0806 with a copy to the DTSC Contract Manager by email. The notice shall contain the original submission to the DTSC Contract Manager, along with any additional arguments related to the decision issued by the DTSC Contract Manager. The Deputy Director shall issue a decision on the matter within sixty (60) days, unless the Deputy Director requires additional time, and the Contractor is notified in writing that the decision will be issued within ninety (90) days. If no decision is issued within this timeframe, the appeal shall be deemed denied. The decision of the Deputy Director shall be final.

14. **Entire Contract**

This Contract supersedes all prior Contracts; oral or written, made with respect to the services provided herein.

15. **Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales and use tax imposed by another state.

16. **Health and Safety Responsibility**

Contractor shall be solely responsible for the health and safety protection of its employees.

17. **Insurance Requirements**

A. **General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance, except as expressly set forth in Exhibit B, Attachment 2, and exclusively for work on the Interim Remedy. The Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the contract, including any amendments. If any insurance expires during the term of the contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. Contractor agrees to notify the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five (5) business days before the effective date of any

cancellation, non-renewal, or material change that affects the required insurance coverage.

5. If Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. The Contractor agrees that no work or services shall be performed prior to the giving of such approval.
7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

Contractor must maintain the following types of policies, in the amounts and pursuant to the terms specified below.

1. *Commercial General Liability*

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

2. *Automobile Liability*

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

3. *Pollution Liability*

Should the scope of work involve any handling, use, or disposing of any environmentally regulated substances and/or hazardous materials including but not limited to asbestos, asbestos containing materials or asbestos contaminated materials, lead paint materials, petroleum, or petroleum by-products, Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The Contractor, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Contractor's General Liability coverage as long as coverage is provided for the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Contractor's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.

4. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

5. *Workers' Compensation and Employer's Liability*

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000.00 are

required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

18. **Licenses**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) expires at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

19. **Potential Subcontractors**

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

20. **Prevailing Wages**

The Contract entails performance of "public work" for purposes of California Labor Code section 1770 et seq. The Contractor will cause work pursuant to the Contract to be performed as a public work for purposes of California Labor Code section 1770, in compliance with California Labor Code section 1770 et seq. and related laws, implementing regulations, and guidance. Work in furtherance of the Contract is subject to compliance monitoring and enforcement by DIR. The Contractor shall ensure the following, in compliance with California Labor Code section 1770 et seq. and related laws, California Code of Regulations, title 8, section 16000 et seq., and guidance issued by DIR:

- a) prior to performance of work pursuant to the Contract, the Contractor and each subcontractor are registered with DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a); the Contractor shall provide DTSC with evidence of such registration by each prospective subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b);

- b) workers employed in furtherance of the Contract by the Contractor, or by any subcontractor, are compensated and employed in compliance with the General Prevailing Wage Determinations issued by DIR ("Prevailing Wage Determinations"), pursuant to California Labor Code section 1771; the Prevailing Wage Determinations are available at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>, are on file at DTSC's principal office, and will be made available by DTSC upon request;
- c) notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by California Labor Code section 1771.4 and implementing regulations;
- d) the Contractor and all subcontractors shall:
 - i. keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Contract, as required by California Labor Code section 1776;
 - ii. verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
 - iii. submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and
 - iv. comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or DTSC, for purposes of monitoring compliance with referenced laws in fulfillment of the Contract;
- e) the Contractor monitors the payment of the specified general prevailing rate of per diem wages by each subcontractor to its employees, by periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;
- f) the Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that DTSC may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);

- g) deficient wages are paid to workers, and penalties determined by the Labor Commissioner are satisfied, by the Contractor and by all subcontractors, in compliance with California Labor Code section 1775 and implementing regulations and guidance; all subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;
- h) the Contractor and all subcontractors shall comply with requirements related to employment of apprentices, set forth in California Labor Code section 1777.5, related regulations, and guidance from DIR;
- i) the Contractor and all subcontractors shall comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages;
- j) the Contractor and all subcontractors shall comply with the workers compensation insurance requirements of California Labor Code sections 1860 and 3700 et seq.; Contractor and each subcontract shall sign and file with DTSC the following certification prior to performing work pursuant to the Contract: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract"; and
- k) no subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Contract.

The Contractor and subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above. Oral statements by DTSC staff regarding responsibilities of the Contractor and subcontractors regarding the above-referenced laws may not be relied upon by the Contractor. DTSC will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.

21. **Release of Claims**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

22. **Release of Data**

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production,

distribution of the data. Data include, but are not limited to drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

23. Responsibilities Upon Termination

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b) Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- d) Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e) Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

24. Rights to Data

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

25. **Severability**

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

26. **Substitution of Subcontractors**

The Contractor must use the DVBE subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform.

27. **Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole or, from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall: Stop work as specified in the Notice of Termination. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.

Terminate all subcontracts to the extent they relate to the work terminated. Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of this Contract. Resolve all outstanding liabilities arising from the termination of subcontracts and supplier Contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in this Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under this Contract.

28. **Termination for Default**

State may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this Contract and shall fail to

cure such default within a period of ten (10) days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default".

If after notice of termination of this contract for default, it is determined by State or a court that Contractor was not in default or that Contractor's failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event State terminates this contract in full or in part as provided in this Termination for Default provision, State may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and Contractor shall be liable to State for any excess costs reasonably incurred for such similar supplies or services. The Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. The Contractor's refusal to accept or perform work assigned under the terms of this contract shall be deemed an intentional act in default of this Contract.

29. **Travel and Subsistence Payments**

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources' Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to DTSC upon request.

30. **Workers' Compensation**

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work for this Contract.

By signing this Contract, the Contractor hereby warrants that Workers' Compensation Insurance is carried on all of its employees who will be engaged in the performance of this Contract. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

31. **Accessibility Requirements**

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), meet the accessibility requirements set forth in Government Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the

regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the “Accessibility Requirements”). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Contractor must bring into compliance, at no cost to DTSC, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors’ Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in bringing Contractor’s or its subcontractors’ Work into compliance with the Accessibility Requirements.

32. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E

WORK ORDERS AND FIELD WORK ORDERS

1. Work Orders

- A. The written mechanism used to authorize services and associated expenditures. Work Orders are issued by the DTSC Contract Manager. Work Orders must use the form in Exhibit F, Attachment 1 and must be signed by both parties. Work Orders will be in writing, negotiated and approved by the DTSC Project Manager, the DTSC Contract Manager and the Contractor prior to beginning work. However, in situations where expedience is of the utmost importance, the DTSC Contract Manager may verbally authorize the Contractor to begin work following up with a written Work Order.
- B. Work Orders do not encumber funds. Work Orders are based on the cost and rates in Exhibit B of the Contract. Work Orders may authorize unanticipated task costs with the Fee listed in the Short List Proposed Rate Schedule, if applicable. If authorizing the use of contingency funds, the Work Order must include detailed, itemized information about the scope of work and the cost of goods and services. The Work Order will be used to review and approve the Contractor's invoices for payment purposes.
- C. Work Orders and Work Order Amendments are incorporated into the Contract upon approval by the DTSC Contract Manager.
- D. Work Orders must include:
 - 1) Identify the Task(s) being performed;
 - 2) List of equipment that is not identified in the Contract to complete the task(s);
 - 3) Performance time and schedule indicating when subtasks are to be completed and/or deliverables submitted;
 - 4) Total dollar amount of Work Order;
 - 5) Detailed project budget to perform specific element(s) of work;
 - 6) If accessing funds in the contingency, then a detailed scope of work for each specific task(s) to be performed.
- E. The actual costs of a completed, approved Work Order will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will

immediately notify the DTSC Contract Manager. Upon such notification, the DTSC Contract Manager may, using the amendment process outlined below:

- 1) Alter the scope of the Work Order to accomplish the work within the estimated costs; or
 - 2) Augment the Work Order budget; or
 - 3) Terminate the Work Order.
- F. Prior to exceeding the approved budget, approval must be secured in writing from the DTSC Contract Manager and the Work Order must be amended to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.
- G. If after an approved Work Order has been issued, DTSC determines that change(s) are necessary (e.g., Scope of Work, total amount payable), the DTSC Contract Manager will issue an amendment to the original Work Order.
- H. The Work Order Amendment will include the reason(s) for the change(s), the specific change(s) in the work required, changes to or additional deliverables, schedule changes, budget augmentations and any adjustment to the Contractor's payments caused by the Work Order Amendment.

2. **Field Work Orders**

The written mechanism used to modify Work Orders as necessary to meet time critical needs based on changed or unforeseen site conditions. Field Work Orders are issued by the DTSC Project Manager. Field Work Orders must use the form in Exhibit F, Attachment 2 and must be signed by both parties. The DTSC Project Manager will coordinate with the DTSC Contract Manager to provide the approval. The approved Field Work Order operates as an approved amendment to the Work Order and a revision to the Work Order Budget, if necessary. Field Work Orders are incorporated into the Contract upon approval by the DTSC Project Manager.

ATTACHMENT 1

WORK ORDER FORM
DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION

_____ Site Name/Project Name	_____ Contract Number
_____ Scope of Work Title	_____ Work Order Number
_____ Project Code	_____ Work Order Amendment Number
_____ \$	_____ \$
_____ Total Amount of this Work Order or Amendment	_____ Total Cumulative Cost of Work Orders
_____ I have reviewed the attached Work Order or Amendment and agree that the Scope of Work described is necessary and adequate and that the project costs, terms and conditions are acceptable and have been issued in accordance with Departmental policies and the Contract provisions.	
_____ DTSC – Project Manager	_____ Date
_____ DTSC – Technical Review	_____ Date
_____ Contractor	_____ Date
_____ DTSC – Contract Manager	_____ Date

ATTACHMENT 2
FIELD WORK ORDER FORM
DEPARTMENT OF TOXIC SUBSTANCES CONTROL HAZARDOUS
SUBSTANCES/MATERIALS SITE REMEDIATION
CONTRACT NUMBER

FIELD WORK ORDER NUMBER ____

Contractor _____

Date: _____

Time: _____

This Field Work Order
modifies Work Order No.: _____

Reason for the change/modification of the Work Order: _____

Specific change required in the Work Order _____

The cost adjustment of the above described activities shall not
exceed \$ _____

and shall be performed in accordance with Contract.

Costs shall be invoiced in accordance with the Contract upon completion of the
described activities. The rates and terms and conditions of the Contract shall apply.

Signed: _____

Signed: _____

DTSC Project Manager

Date

Contractor Representative

Date



City Council Staff Report

Date: November 5, 2025
Agenda Item Number: 9.F.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: Family Court Awareness Month Resolution (As Requested by Council Member Sanchez)

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The attached resolution is being brought forth to the Council for consideration at the request of Council Member Sanchez.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no expected fiscal impact associated with adopting this resolution.

Attachments:

1. Family Court Awareness Month Resolution

ATTACHMENT 1

Family Court Awareness Month

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2025 AS FAMILY COURT AWARENESS MONTH

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

SECTION 1: The City Council finds as follows:

- A. The mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children.
- B. The mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated 58,000 children a year ordered into unsupervised contact with abusive parents while honoring the hundreds of children who have reported as murdered during visitation with a dangerous parent.
- C. The mission of the FCAMC is to increase awareness of the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post-separation abuse for judges and all professionals working on cases within the family court system.
- D. The mission of the FCAMC is to increase awareness of the importance of using scientifically valid, evidence-based treatment programs and services that prove safety, effectiveness, and therapeutic value.
- E. The mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice).
- F. The City Council of the City of Monterey Park encourages all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children and

hereby proclaim the month of November 2025 as Family Court Awareness Month.

SECTION 2: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 5th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: November 5, 2025
Agenda Item Number: 9.G.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: Native American Heritage Month Resolution (As Requested by Council Member Sanchez)

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The attached resolution is being brought forth to the Council for consideration at the request of Council Member Sanchez.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no expected fiscal impact associated with adopting this resolution.

Attachments:

1. Native American Heritage Month Resolution

ATTACHMENT 1

Native American Heritage Month Resolution

RESOLUTION NO.

**A RESOLUTION RECOGNIZING THE MONTH OF NOVEMBER 2025 AS
NATIVE AMERICAN HERITAGE MONTH IN THE CITY OF MONTEREY
PARK**

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

SECTION 1: The City Council finds as follows:

- A. Native Americans are the original Indigenous people of what is now the United States of America.
- B. The City of Monterey Park is on lands sacred to California's Indigenous peoples, including the Tongva people.
- C. The State of California is home to nearly 200 Native American groups, and Indigenous peoples remain actively engaged in cultural revitalization, resource protection, and self-determination within every region of California.
- D. California has the highest Native American population in the country; it is home to 109 federally recognized tribes, with approximately 81 groups seeking recognition.
- E. Native Americans, their governments, and their communities have persevered and flourished. As teachers and scholars, scientists and doctors, writers and artists, business leaders and elected officials, heroes in uniform, and so much more, they have made immeasurable contributions to our country's progress.
- F. In 1986, the U.S. Congress authorized and requested the U.S. President to proclaim the week of November 23-30, 1986, as "American Indian Week". Since the 1970s, the U.S. President has issued proclamations to designate "Native American Awareness Week."
- G. Beginning in 1990, November was designated as "National American Indian Heritage Month," and the proclamation of U.S. President George H.W. Bush in 1990 acknowledged that Indigenous peoples had developed rich, thriving cultures, as well as their own systems of social order.
- H. The City of Monterey Park seeks to honor the Indigenous peoples who have inhabited this place for generations and endeavors to be a good steward of the land and waterways for future generations.
- I. During Native American Heritage Month, we celebrate Indigenous peoples past and present and rededicate ourselves to honoring Tribal sovereignty,

promoting Tribal self-determination, and upholding the United States' solemn trust and treaty responsibilities to Tribal Nations.

- J. The City Council of the City of Monterey Park urges the community to observe Native American Heritage Month with appropriate programs, ceremonies, and activities and to celebrate and learn more about Indigenous histories and cultures.

SECTION 2: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 5th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: November 5, 2025
Agenda Item Number: 9.H.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: National Homeless Youth Awareness Month Resolution (As Requested by Council Member Sanchez)

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The attached resolution is being brought forth to the Council for consideration at the request of Council Member Sanchez.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no expected fiscal impact associated with adopting this resolution.

Attachments:

1. National Homeless Youth Awareness Month Resolution

ATTACHMENT 1

National Homeless Youth Awareness Month

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2025 AS NATIONAL HOMELESS YOUTH AWARENESS MONTH

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

SECTION 1: The City Council finds as follows:

- A. On July 11, 2007, the United States Congress established November as National Homeless Youth Awareness Month. Since then, the Resolution has been adopted by many national organizations and school districts nationwide.
- B. As of June 2024, over 61,000 homeless students have been identified across the 80 public school districts and 370 plus charter schools in Los Angeles County; 4.2% of students, or 1 out of every 20, currently reside in a homeless situation in Los Angeles County.
- C. While unemployment rates may have stabilized, inflation rates, cost of living, low wages, and lack of affordable housing are resulting in a significant increase in the number of students and families experiencing homelessness across the state and the nation.
- D. The Los Angeles County Office Homeless Education Program, the Los Angeles County Superintendent of Schools, and the Los Angeles County Board of Education recognize the devastating impact homelessness has on students and are tirelessly working with districts and charters to support this vulnerable and growing population with resources and supplies and continue to serve as partners for consultation and collaboration.
- E. Students experiencing homelessness are 87% more likely than their stable housed peers to drop out of school, face significant gaps in high school graduation rates compared to their housed peers, and are more likely to rely on public assistance.
- F. The estimated rate of chronic absence for students experiencing homelessness is twice the rate of housed students; 21% repeat a grade because of frequent absences from school; chronic absenteeism is associated with lower academic achievement and higher dropout rates.
- G. Within a single school year, 40% of students experiencing homelessness attend two different schools; students experiencing homelessness experience greater school mobility than their housed peers, which can cause interruptions to a student's education.

- H. The future well-being of our country depends on the value we place on our children and youth and, in particular, on our actions to provide these most vulnerable of children and young people with opportunities to acquire the knowledge, skills, and abilities they need to find and maintain stable housing and develop into healthy, self-sufficient adults.
- I. The number of effective programs providing services and support to youth experiencing homelessness in Los Angeles County is only a fraction of what is needed to address the needs of these young people fully; additionally, the funding for homeless education is minimal and does not meet the complex needs of this particular population.
- J. The Los Angeles County Superintendent of Schools and the Los Angeles County Board of Education recognize that homelessness continues to be a severe problem for many students and families across Los Angeles County.
- K. The Los Angeles County Superintendent of Schools and the Los Angeles County Board of Education continue to encourage citizens across the county to recognize that many students lack fixed, regular, and adequate housing and continue to promote collaboration efforts between school districts, charter schools, early education, and higher education systems, organizations serving homeless youth and the community to remove barriers and enable children and youth experiencing homelessness to successfully and fully participate in their education.
- L. The City Council of the City of Monterey Park will continue to support outreach efforts to community partners for resources to address the educational needs of children and youth experiencing homelessness across Los Angeles County and hereby proclaim the month of November 2025 as National Homeless Youth Awareness Month.

SECTION 2: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 5th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: November 5, 2025

Agenda Item Number: 9.I.

To: The Honorable Mayor and City Council

From: Jason Hing, Fire Chief

Subject: Movember Awareness Month

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of November 2025 as “Movember”; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The Movember Foundation is the leading global organization dedicated to transforming men’s health. Since its inception, the Movember community has raised \$1.3 billion and funded over 1,320 programs in 20 countries (<https://us.movember.com/>). These initiatives are saving and improving lives of men affected by prostate cancer, testicular cancer, and mental health programs.

Each year, the Foundation challenges men to grow mustaches during Movember (formerly known as November) to spark conversations and raise critical funds for its men’s health programs.

The mustaches serve as a symbol of awareness, encouraging men to prioritize annual checkups for prostate and testicular health. As a mustache grows, it becomes a conversation starter, spreading awareness and educating communities about the health issues men face. The Vision of the Movember Foundation is to create a lasting impact on the face of men’s health worldwide.

Background:

Movember began as an annual charity mustache-growing event in Australia sixteen years ago. The foundation was co-founded by Travis Garone and Luke Slattery. In 2003, while having a conversation at the Gypsy Bar on Brunswick Street in Fitzroy, Melbourne, they noticed that many fashion trends from the 1980s were making a comeback except mustaches. Remembering how popular mustaches once were, they decided to grow their own “mos” (Australian slang for mustaches).

This simple act sparked a bigger idea: mustaches could serve as a visible reminder for men to openly discuss their health, particularly prostate cancer, which affects 1 in 6 men in their lifetime. Inspired by a friend's mother who was fundraising for breast cancer, Travis and Luke shaped the campaign to focus on men's health, with an emphasis on prostate cancer awareness and early detection.

Over time, fire departments around the world embraced Movember, recognizing it as a unique way to engage their teams and communities. Firefighters, known for their camaraderie and visibility in the community, began growing mustaches each November to raise awareness and funds for men's health programs, while sparking conversations about mental health, prostate cancer, and testicular cancer. Their participation helped bring the movement into workplaces, neighborhoods, and beyond, further amplifying its impact.

Strategic Plan Goal:

This initiative supports expanding access to community resources and services, by promoting mental health awareness and community engagement through the Movember campaign.

Fiscal Impact:

There is no fiscal impact associated with adopting this resolution.

Attachments:

1. Movember Awareness Month Resolution 2025

Staff Report
November 5, 2025

ATTACHMENT 1

Resolution

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF NOVEMBER AS “MOVEMBER,” AN ANNUAL EVENT INVOLVING MEN GROWING MUSTACHES DURING THE MONTH TO RAISE AWARENESS OF PROSTATE CANCER AND OTHER MALE CANCER AND ASSOCIATED CHARITIES.

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

SECTION 1: The City Council finds as follows:

- A. Movember is the month formerly known as November, where men and women across the globe join together to raise awareness and funds for men’s health. Men grow and women support a mustache for 30 days to promote awareness regarding men’s health issues and to encourage yearly checkups regarding prostate and testicular cancer.
- B. “Movember” started as an annual charity mustache growing event in Australia in 2004. Travis Garone is the co-founder of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion in 2003 at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980s were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. (“mo” is an Australian slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men’s health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime. Inspired by a friend’s mother who was fundraising for breast cancer, they decided to make the campaign about men’s health and prostate cancer. Mr. Garone refers to the mo’s as “hairy ribbons” since October is Breast Cancer awareness month.
- C. Men who support Movember, called Mo Bros, start by registering at Movember.com. Mo Bros start Movember 1st clean-shaven, then grow and groom their Mo, for the rest of the month, raising money along the way. Women who support Movember, called Mo Sistas, also start by registering at Movember.com. Mo Sistas champion the Mo by registering and supporting the Mo Bros in their life, spreading the important message of men’s health, leading a team and organizing events.
- D. The Movember Foundation is the leading global organization committed to changing the face of men’s health. The Movember community has raised \$1.3 billion since 2004 and funded over 1,320 programs in 20 countries. The work is saving and improving lives of men affected by prostate cancer, testicular cancer and mental health problems.

- E. One of their programs is MOVE, to encourage more activity in our daily lives. This is especially important if you sit more than six hours a day. New research shows that sitting and inactivity are linked to increased risks of heart disease, diabetes, cancer, and depression. Our bodies are designed to move; when we sit for extended periods, it causes our bodies to shut down at the metabolic level. When our muscles (especially certain leg muscles) are not moving, our circulation slows, using less of our blood sugar and burning less fat. Moving on a regular basis can help reduce the risk of heart disease, diabetes and cancer.
- G. The vision of Movember.com is to have an everlasting impact on men's health while having fun in the process. They believe in one team working together and sharing knowledge to reach their goals.

SECTION 2: The City Council further declares:

- A. Awareness and education promote lifesaving changes.
- B. The Community is encouraged to participate in the Movember campaign.

SECTION 3: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 4: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 5th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk
State of California)
County of Los Angeles)
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 5th day of November, 2025, by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members

Dated this 5th day of November, 2025.

Maychelle Yee, City Clerk
Monterey Park, California



City Council Staff Report

Date: November 5, 2025

Agenda Item Number: 11.A.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: Adopt a Resolution to Cast Votes for a City Member to the San Gabriel Basin Water Quality Authority Board

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution voting for a City Member to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;
2. Directing the City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 16, 2025, at 12:00 p.m.;
3. Taking such additional, related, action that may be desirable.

Executive Summary:

The San Gabriel Basin Water Quality Authority ("SGBWQA") was established by the State Legislature under Senate Bill 1679 in 1992 to develop, finance, and implement groundwater treatment programs in the San Gabriel Valley. The SGBWQA is under the direction and leadership of a 7-member board consisting of the following: one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

According to the bylaws of the SGBWQA, a city with prescriptive water pumping rights, of which Monterey Park falls under, may nominate and elect a City Member to the Water Quality Authority Board. All votes cast must be for only one candidate.

Each City with pumping rights has one vote for each 10,000 residents or the majority thereof, as determined by the U.S. Census Data. The City of Monterey Park has six votes to be cast.

This election is to fill the vacancy of the Board Member representing cities with pumping rights. The election will take place at the SGBWQA's regular meeting on Wednesday, December 17, 2025.

Background:

A nomination period was opened to accept nominations for Board Member to represent cities with prescriptive pumping rights. The two individuals below were nominated:

1. Robert Gonzales, City of Azusa Mayor — Mr. Gonzales was nominated by the City of Azusa and the City of Industry.
2. Jeffrey Maloney, City of Alhambra Vice Mayor — Mr. Maloney was nominated by the City of Alhambra.

The City of Monterey Park City Council is required to adopt a Resolution to cast six votes, and submit the Resolution no later than December 16, 2025, at 12:00 p.m.

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no cost associated with voting for a Board Member to the SGBWQA to represent cities with prescriptive pumping rights.

Attachments:

1. Draft Resolution - San Gabriel Basin Water Quality Authority

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, AUTHORIZING THE CASTING OF ITS VOTES FOR _____, TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

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

SECTION 1: The City Council finds as follows:

- A. On September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority.
- B. The Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin.
- C. The City of Monterey Park is one of the cities in the San Gabriel Basin with prescriptive pumping rights.
- D. The City of Monterey Park must cast its votes for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority.
- E. The City of Monterey Park must cast its votes by resolution of the city council; and
- F. The resolution of the City of Monterey Park casting its votes must be received by the San Gabriel Basin Water Quality Authority no later than December 16, 2025 at 12:00 p.m.

SECTION 2: The City Council of the City of Monterey Park casts its full votes for _____ as the city member for cities in the San Gabriel Basin with prescriptive pumping rights.

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

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

SECTION 5: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 5th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney